

**MARYLAND GOVERNMENT FINANCE OFFICERS' ASSOCIATION
RADFORD UNIVERSITY'S
GOVERNMENT AND NONPROFIT ASSISTANCE CENTER**

Radford University Contract Number FY18-A17

Memorandum of Understanding

This Memorandum of Understanding (Agreement) is entered in to on this 1st day of March, in the year of 2018, between the Maryland Government Finance Officers' Association ("MDGFOA"), and Radford University's Government and Nonprofit Assistance Center ("GNAC").

ARTICLE 1 - INTENT OF AGREEMENT AND SCOPE OF SERVICES

It is the intent of the Maryland GFOA and the GNAC to enter into this Agreement where the GNAC will provide support for the development and administration of on-line educational courses for the Maryland GFOA.

ARTICLE 2 – COMPENSATION

The Maryland GFOA will compensate the GNAC as follows for the services listed:

- A. Development and administration of on-line courses. The MDGFOA will pay the GNAC \$75 per participant that registers for the on-line courses and to provide the services listed in Exhibit A. MDGFOA is responsible for setting the on-line course registration fees.
- B. GNAC will invoice MDGFOA Quarterly.:
- C. MDGFOA will process payment to GNAC within 30 days of receipt of invoice.

ARTICLE 3 - AGREEMENT TERM

The term of the Agreement shall be for one (1) year term, and will renew automatically on the Agreement anniversary renewal date for up to four (4) additional one (1) year terms, unless either party gives termination notice in accordance with Article 6 of this Agreement.

ARTICLE 4 - OWNERSHIP OF DOCUMENTS

Course material designed by the GNAC under this agreement will remain the property of the GNAC.

ARTICLE 5 – INSURANCE

GNAC employees/agents acting within the scope of their official duties, are covered under the Commonwealth of Virginia's Risk Management Plan.

ARTICLE 6 - TERMINATION

Either party may terminate this agreement with ninety (90) day notice. Upon receipt or issuance of such notice, the GNAC shall stop enrolling new people in the online classes and allow current enrolled people 90 days to complete the classes. After 90 days, all accounts will become inactive.

ARTICLE 7 - NOTIFICATION

Any notice required by this Agreement shall be effective if given by registered mail, return receipt requested, to the MDGFOA President or the Director of the GNAC, at their respective offices.

If to Maryland GFOA:

Mr. Lenny Moore
President
Maryland Government Finance Officers' Association
626C Admiral Drive, Suite 723
Annapolis, MD 21401
mdgfoa@mdgfoa.org

If to GNAC:

Dr. Bruce Chase, Director
Governmental and Nonprofit Assistance Center
Radford University
East Main Street
Box 6951
Radford, Virginia 24142
bchase@radford.edu
540-831-5744

Cc: Pam Simpkins, Director
Procurement and Contracts
Radford University
POB 6885
Radford, VA 24142
ppsimpkin@radford.edu
540-831-6118

ARTICLE 8 - OTHER MATTERS

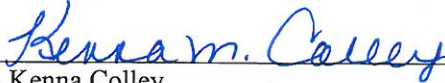
It is mutually understood and agreed:

- 8.1 In performing its professional services hereunder, the Director of the GNAC will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. The Director of the GNAC shall abide by all applicable Federal, State and Local laws and regulations governing the provision of services.
- 8.2 The GNAC certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be provided under this Agreement.
- 8.3 Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue if full force and effect, and either party may renegotiate the terms affected by the severance.
- 8.4 The GNAC shall comply with all applicable Federal, State and Local laws, codes and regulations. The GNAC shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.
- 8.5 Applicable Law. The laws of the Commonwealth of Virginia shall govern the interpretation and performance of this Agreement, regardless of Virginia's choice of law rules. Venue for any dispute regarding this Agreement shall be in the Virginia state court of appropriate jurisdiction in Radford, Virginia.
- 8.6 Amendments. No provisions of this Agreement may be modified, waived or amended except by a written instrument duly executed by each parties hereto.
- 8.7 Sovereign Immunity. Radford University and the MDGFOA and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement. Nothing in this Agreement shall be construed as a waiver of Radford University's or the Commonwealth's sovereign immunity.
- 8.8 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall apply solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 8.9 Indemnification. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its officers, owners, employees, or other for whom the party is legally responsible. To the extent permitted by the Virginia Tort Claims Act, Section 8.01-195.1 et seq. of the Code of Virginia (1950), as amended, Radford University shall be responsible for the negligent acts or omissions of its officers, employees and

agents. The MDGFOA shall be responsible for the acts or omissions of its officers, employees and agents to the extent permitted by law.

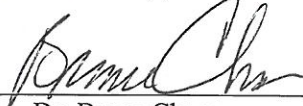
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date above written.

Radford University, Academic Affairs

By: 
Dr. Kenna Colley
Interim Provost & Vice President for Academic Affairs

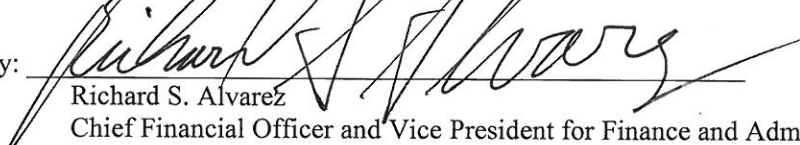
Date: 3.15.18

Radford University, Governmental and Nonprofit Assistance Center

By: 
Dr. Bruce Chase
Director
Governmental and Nonprofit Assistance Center


Date: 3/14/18

Radford University, Finance and Administration

By: 
Richard S. Alvarez
Chief Financial Officer and Vice President for Finance and Administration

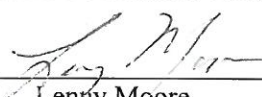
Date: 3/15/18

Radford University, Procurement and Contracts

By: 
Pamela P. Simpkins
Director
Procurement and Contracts

Date: 3/26/2018

Maryland Government Finance Officers' Association

By: 
Lenny Moore
President
Maryland Government Finance Officers' Association

Date: 02/21/18

**MARYLAND GOVERNMENT FINANCE OFFICERS' ASSOCIATION
AND
RADFORD UNIVERSITY'S GOVERNMENT AND NONPROFIT ASSISTANCE CENTER
MEMORANDUM OF AGREEMENT FY16-A021**

Exhibit A - Scope of Services

Support of MDGFOA Educational Program

The primary role of the MDGFOA is the oversight of the policies and procedures related to the program and the administration of the registration process maintaining the records of course participants. The primary role of the GNAC is to develop the course offering, including related tests and processing the course results.

Responsibilities of Parties: The following are the primary responsibilities of the MDGFOA and the GNAC as it relates to educational programs:

- A. MDGFOA responsibilities:
 - 1. Approve course to be offered through the MDGFOA.
 - 2. Receive and process registrations.
 - 3. Provide any CPE material to participants at the completion of courses.
 - 4. Process payment to the GNAC on a quarterly basis.
- B. GNAC responsibilities:
 - 1. Design on-line courses for the program.
 - 2. Enroll participants in the on-line courses.
 - 3. Provide course completion information to the participants and the MDGFOA.