

MEMORANDUM OF AGREEMENT

By and between

GEORGE MASON UNIVERSITY

And

City of Manassas, Virginia

THIS MEMORANDUM OF AGREEMENT ("Agreement"), dated this *12/21/21*, (the "Effective Date"), is made by and between George Mason University (the "University"), an educational institution and agency of the Commonwealth of Virginia, and City of Manassas Virginia ("Organization"), a Local Government. The University and Organization are referred to individually as "Party" and collectively as "Parties."

WHEREAS, Organization has adopted the 2040 Comprehensive Plan, (dated February 24, 2020), which includes action ESH 8.1.1 for Manassas City to develop a holistic sustainability plan that provides a blueprint for creating a thriving, sustainable community (Sustainability Plan); and

WHEREAS, the University's Schar School of Policy and Government's, Center for Energy Science and Policy, along with other University departments, maintains expertise in local climate change and sustainability planning and coordination efforts, to include, but not limited to, expertise in modeling of greenhouse gas emissions, evaluation of climate change risk factors, development of climate and sustainability plans, policies, and strategies, and climate change communication strategies; and

WHEREAS, the University desires to collaborate with and assist Organization in facilitating the development and implementing of a sustainability plan; and

WHEREAS, the Parties wish to set forth the terms and conditions of a mutually beneficial affiliation;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. Term and Termination. This Agreement shall be for a period of three years from the Effective Date. Either Party has the right to terminate this Agreement without cause upon 90 days' prior written notice to the other Party.
2. Duties of Organization. Organization shall:

- a. Devote staff time to effort,
- b. Engage in community outreach,
- c. Promote project,
- d. Conduct data collection, with assistance of the University,
- e. Provide staff for meetings with public,
- f. Conduct inventory review, with assistance of the University,
- g. Work with the University to develop climate change and sustainability planning,
- h. Provide Mason student internships, which will be the focus of a separate agreement.

3. Duties of University. University shall:

- a. Assist in the development of vulnerability and risk assessment,
- b. Assist in the development of greenhouse gas inventory,
- c. audit Organization's existing policies, plans, and programs,
- d. Assist in the development of climate change, sustainability, adaptation, and resiliency strategies,
- e. Assist in identification and prioritization of strategies,
- f. Assist in the development of an implementation road map,
- g. Assist in the development of final plan, materials, and strategies,
- h. Assist with project implementation

4. General.

- a. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Party.

To: Domestic MOU Administrator
Office of the Provost – Academic Affairs
George Mason University
4400 University Drive, MS 1D9
Fairfax, VA 22030

To: Matthew Arcieri
Planning & Community Development Director
City of Manassas Virginia
9027 Center St. Manassas, Manassas 20110, US

- b. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. Organization agrees that

it shall at all times comply with all applicable federal and state laws and regulations.

- c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.
- d. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- e. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- f. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- g. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. The University does not sponsor, endorse, or make any express or implied warranties for Organization.
- h. Publicity. Except as specifically provided for herein, Organization shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- i. Use of Trademarks. Organization shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.
- j. Image. Neither Party shall take any action or inaction, which may be detrimental to the image or reputation of the other Party.

- k. Nondiscrimination. Both parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law.
- l. Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- m. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or the City of Manassas.
- n. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- o. Conflicts of Interest. No employee of the University may receive compensation from Organization unless authorized by the University in writing.
- p. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- q. Remedies. If either Party breaches this Agreement, in addition to any other rights or remedies, the non-breaching Party may terminate this Agreement without prior notice.
- r. Liability.
 - (1) To the extent provided by the laws of the Commonwealth of Virginia, the University shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Organization agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Organization for claims brought against Organization. Each Party shall promptly notify the other Party of any claim or action brought in connection with this Agreement.
 - (2) Limitation of Liability. Neither Party shall be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or revenue. This limitation is a critical element of the Parties'

bargained-for consideration and will be effective even in the event a Party is informed in advance of the possibility of such damages.

WITNESS the following signatures of the Parties:

George Mason University:

By: Janette Kenner Muir

Name: Janette Kenner Muir
Title: vice Provost, Academic Affairs

Date: 01-05-22

City of Manassas Virginia:

By: W. Patrick Pate

Name: W. Patrick Pate
Title: City Manager

Date: 12-21-21