

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made between the National Center for State Courts (hereinafter referred to as the Center) and the National Association for Court Management (NACM) (hereinafter referred to as the Association), effective on January 14, 2025 to establish the scope of management and secretariat services to be provided by the Center to the Association and the terms and conditions of such services.

The parties agree as follows:

1. **Term.** The work under this Agreement shall commence on January 1, 2025, and shall be completed on or before December 31, 2027, unless the time for completion is extended by mutual agreement in writing by the Association and the Center. Further, this Agreement will renew automatically for an additional 60 days unless superseded by a new agreement or notice of cancellation is provided prior to the expiration of the term.
2. **Scope of Services.** The Center shall perform the services set forth in Appendix A, Scope of Association Services, and Appendix B, Scope of Education Services, which is incorporated by reference herein.
3. **Base Fees.** The services rendered by Center under this Agreement will be performed for a fixed price of:

2025: \$475,270 less \$90,000 NCSC Contribution = \$385,270

2026: \$489,528 less \$90,000 NCSC Contribution = \$399,528

2027: \$499,318 less \$90,000 NCSC Contribution = \$409,318

Bonuses. In addition to these base fees, the parties agree to the following bonus trigger that will result in additional payment to NCSC. If in any contract year NACM's total vendor revenue from exhibitors and sponsorships combined exceeds \$349,300 (the average of the last three years vendor revenue) NACM shall pay to NCSC 25% of the excess amount. In the event that a bonus is triggered, the bonus amount shall be payable to NCSC by October 31 of that same year. Vendor revenue is defined as the total revenue generated from the sales of exhibit hall booth space and sponsorships. It does not include advertising revenue or revenue from sources other than conferences. Bonuses triggered pursuant to this section shall not alter the base fees described in Section 3 of this agreement.

4. **Payment.** Payment will be made directly to the Center upon submission of invoices and statements for services rendered. This fee is based solely upon the functions identified in the Scope of Services. Invoices shall be submitted monthly with the fee and any additional charges due and payable within thirty days of the invoice date.



5. **Additional Charges.** Additional services beyond those listed in the Scope of Services will be billed at an agreed upon hourly rate per project. Work for additional charges must be pre-approved by the President of the Association.

6. **Out of Pocket Costs.** The following items will be billed to the Association for "out-of-pocket" expenses at their actual cost:

- Copies
- Broadcast email subscription services
- Mailings
- Business Cards
- Outsourcing of special Association approved services and projects
- Travel expenses for designated support staff attending NACM meetings and conferences
- Other out-of-pocket expenses that are approved through the Association's budget

7. **Independent Contractor Status.** The Center is an independent contractor and not an employee, servant, agent, partner or joint venture of the Association. The Association shall determine the scope of services to be performed and shall monitor the work progress and quality, but the Center shall determine how, when and the means by which it accomplishes the work specified by the Association. The Center shall set its own daily hours of work consistent with the requirements of the scope of services, and shall furnish its own place of work as well as supplies and equipment. Any and all employees of the Center while engaged in the performance of any work or service required by the Association under this Agreement will be considered employees of Center only and not of the Association. Any and all claims that may arise under the Worker's Compensation Act of Virginia on behalf of Center's employees while doing any work under or associated with this Agreement shall be the sole obligation and responsibility of Center.

8. **Ownership of Information and Property.** All computer data and paper records prepared by the Center specifically for the Association or prepared or provided by the Association, its officers, directors, members, or agents, along with supplies purchased by the Association are the property of the Association. Other data and records, including those regarding the operations of the Center, along with all other supplies and property, shall remain the property of the Center. Upon termination of this Agreement, all Association property will be returned to the Association and all outstanding Center invoices will be paid by the Association. Computer data will be placed on suitable media in an ASCII or other agreed upon file format. Data fields will be documented on paper and a hard copy will be provided of all data. The Center will retain the Association's records in accordance with the Association's approved records retention policy. The Center may retain a copy of the Association's data and records for archival purposes. Any additional expenses incurred during the transfer process from the Center will be billed at actual cost. Under this agreement, the Association authorizes the use of its membership and other prospect databases to be used by the NCSC to market its programs and



services. In exchange, NCSC will allow the Association to use its customer and prospect database for appropriate marketing of its programs, services and membership.

9. **Representation.** The Center is hereby authorized, subject to the approved the Association's budget and annual plan, to acquire on the Association's behalf and for its benefit, goods and services. Any resulting agreements and/or contracts are the responsibility of the Association.

10. **Indemnification.** The Association shall indemnify and hold harmless the Center, its officers, directors, employees and agents for and against all liabilities of any nature or kind related to any and all claims and causes of action by third parties, including but not limited to judgments, verdicts, settlements, fines, court costs, and reasonable attorneys' fees, resulting from any act or omission of the Association, its officers, directors, members, or agents, or any act or omission of the Center, its officers, directors, employees, or agents acting within the scope of their authority on behalf of the Association.

The Center shall indemnify and hold harmless the Association its officers, directors, members and agents for and against all liabilities of any nature or kind related to any and all claims and causes of action by third parties, including but not limited to judgments, verdicts, settlements, fines, court costs, and reasonable attorneys' fees, resulting from any act or omission of the Center, its officers, directors, employees, or agents, that are outside the scope of their authority to act on behalf of the Association.

11. **Confidentiality.** The Center agrees that with respect to any and all materials, reports, correspondence, or other documents which have been stamped or otherwise identified as confidential matters by the Association's President, Officers, or Board ("the Confidential Materials"), the Center shall not disclose, distribute or publish such Confidential Materials to any third party, unless otherwise requested by a duly authorized member of the Association's Executive Committee.

12. **Governing Law.** The laws of the Commonwealth of Virginia shall govern the validity, construction, interpretation, and effect of this Agreement.

13. **Entire Agreement and Modification.** This Agreement constitutes the final, integrated expression of the Agreement of the Association and the Center and supersedes all previous communications, representations, or agreements, either verbal or written that may have been made in connection with the subject matter hereof. No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of services, deliverables, timetable or terms of Agreement, price, cost or budgetary adjustments), without the mutual, written consent of the parties. In the unlikely event that NACM does not host an in-person midyear conference in any year of this agreement, the parties agree to negotiate in good faith a reduction in the secretariat fee for that year, commensurate with the reduced workload.

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14. **Waivers.** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided will not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by Operation of law.

15. **Termination for Cause.** If either party fails to fulfill its obligations under this Agreement in a timely and proper manner or otherwise violates any provisions of the Agreement, the other party will have the right to terminate this Agreement for cause by giving written notice. The notice shall specify the acts or omissions relied upon as cause for termination. The termination will become effective sixty (60) days following receipt, provided that the recipient of the notice will have thirty (30) days following receipt of notice to remedy the claimed deficiencies. All finished or unfinished work provided by the Center shall become the property of the Association. The Center is entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

16. **Force Majeure.**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any cause beyond its reasonable control and without its fault including but not limited to: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. Further, in the instance of Force Majeure, the Center may limit, reduce or suggest changes to its scope of services for the duration of the event upon appropriate notice to the Association. The Association may likewise seek a reduction or change in the fees or payments made upon appropriate agreement with the Center.

17. **Periodic Evaluation.** The President of the Association will meet with the Center's President, Vice President for External Affairs, or Director of Association & Conference Service at regularly scheduled meetings of the Association's officers, board, and other available meetings to discuss the progress or the performance of this contract. The Association and the Center agree to voice concerns, point out deficiencies, request changes, and other contract related communications during these meetings.



Representing NCSC:

Print Name:

Jesse Rutledge

Signature:



Title:

Vice President, Public Affairs, NCSC

Date:


1/14/2025

Representing NACM:

Print Name:

Tina Mattison

Signature:



Title:

President, NACM

Date:

1/14/2025

Appendix A

SCOPE OF ASSOCIATION SERVICES

The following services will be provided by the Center to the Association:

I. General Management Support

- Provide office, to serve as headquarters, open Monday through Friday, 8:30 am - 5:00 pm EST, except during NCSC designated holidays
- Respond to requests for information about the organization and specific information related to projects, conferences and meetings
- Maintain files for the association per NCSC's Records Retention Policy
- Handle correspondence, monitor and respond to NACM email accounts on a daily basis (nacm@ncsc.org, conferences@ncsc.org)
- Act as liaison between NACM, NCSC divisions and other organizations
- Monitor all contracts/agreements, especially hotel, conference-related, and insurance
- Maintain contact with the Officers and members of the Board
- Obtain and monitor Directors & Officers, Umbrella, conference and liability insurance
- Maintain NACM's subsidiary ledger (ACGI) for membership dues, event registration, product sales, and remittance of payments and daily supporting cash receipt entry form for deposit
- Maintain, ship and prepare materials for the NACM booth as requested
- Manage inventory of NACM merchandise
- Track name and logo trademarks and copyrights (NACM and CORE) renewal
- Assist in maintenance and updating of policies and the Operations Manual
- Provide and maintain a cloud storage account for document storage for NACM activities
- Proofread and edit all outgoing letters, blast emails and other documents and materials – includes grammatical review, formatting, verification of dates, names, titles, references to events, active hyperlinks, etc.
- Assist with continuity of marketing and brand images using NACM's style guidelines
- Coordinate distribution of letters, blast eMails to appropriate contacts and post to website if needed
- Maintain all subscription-based services and accounts (NACM expense)
 - Survey Monkey (or similar web survey platform)
 - iContact (or similar email blast platform)
 - Gmail email accounts
 - Zoom (or similar virtual meeting and webinar platform)
 - WebEx
 - AWS
 - Canva
 - Vimeo
 - Adobe InDesign

- Social Media Administrator Accounts (Facebook, X, Instagram, etc.)
- Wordpress (or similar website management platform)

II. Membership Support

- Respond to inquiries and requests for information from members and prospective members
- Distribute information and materials to members as directed by Officers and Directors
- Coordinate development and distribution of promotional materials
- Prepare monthly reports on the status of membership including purged, dropped, new & reinstated, membership report, members with no e-mails and updated active membership list
- Prepare *ad hoc* membership reports and exports (allowing two (2) business days processing time)
- Send first, second, and third notices for renewal of dues. The first and third notices will be electronic, the second notice will be mailed.
- Post/Upload updated membership directory to the members-only website monthly
- Take credit card payments over the phone
- Answer email requests for login/password for self-service
- Answer requests for help regarding membership categories
- Answer inquiries regarding transfer of memberships
- Verify membership eligibility for students, dual membership, and other special categories of membership
- Respond to member requests for missed publications
- Create and maintain membership map(s) for each in person board meeting
- Track and report on dual member partnerships annually
- Update membership rates, discounts, etc on the membership webpages and in the membership registration system
- Maintain list of partner and dual member points of contact
- Assist with sharing of membership contacts, news and events among dual member partners and other partners as directed
- Develop and assist with annual membership survey
- Develop and assist with special surveys and related efforts as needed
- Maintain a membership management system with yearly review of changes/needs
- Provide a listing of all data fields in the membership management system annually to the Membership Chair

III. Conference/Events (Annual and Midyear/Regional Conferences, Webinars, Virtual Events and Fall Board Meeting) Support

i. General Support

- Respond to inquiries and requests for information
- Manage the site selection process for NACM meetings (Annual, Midyear and/or Regional)

- For site selection process for in-person meetings in partnership with the Secretary-Treasurer. Use approved NCSC housing contractor (service provided on a commission basis at no additional charge to NCSC or NACM). This includes managing site selection, conducting site visits with the Secretary-Treasurer (NACM pays travel costs), and contracting with all 3rd parties
- For RFP and/or vendor selection process for virtual meetings in partnership with President Elect or designee for said conference. This includes managing virtual platform selection, conducting demos and review and contracting with all 3rd parties
- Review specifications annually with NCSC Conference Manager for any changes or additions to program(s)
- Promote call for proposals via email blasts
- Coordinate with other NCSC-managed Associations to promote Conferences and call for proposals
- Work with President Elect on logistics for in person conferences/meetings including food and beverage functions, social events
- Prepare, present and reconcile conference budget to President Elect for review and approval
- Prepare, distribute audio visual RFP(s) to include recording, streaming, wi-fi, etc.
- Make lodging accommodations for Board
- Provide Support to Education Planner to coordinate conference speakers logistics
- Maintain weekly hotel pick-up and registration numbers (pace report) and distribute to NACM Officers
- Coordinate A/V requirements for conferences/events and Fall Board meeting, if applicable
- Prepare and email education credit certificates, if needed, following each event
- Create, build and maintain conference app for each conference with all materials including, schedule, exhibits, announcements, etc.
- Collect conference materials in coordination with exhibitors and speakers and post on NACM conference app
- Coordinate pre-registration online and onsite registration process
- Coordinate conference scholarships for reimbursement and/or payment determined by officers/committee
- Assist with planning and coordination of social events, including identifying sites, coordinating transportation needs, reviewing contracts and providing on-site staffing when requested
- Coordinate Board Nominations prior to and during Annual Conference
- Coordinate awards process for Perkins, McQueen, Early Career Professional, Enhancing Justice Award, and NACM/CITOC Technology Awards and any other awards and recognition
- Purchase and ship conference awards/recognition to conference site and to recipients not attending conference
- Contract and manage logistics for Fall Board meeting, if applicable
- Prepare and distribute Post Conference report within 60 days of receipt of conference master bill(s)

- Annually update NACM's conference(s) cancellation policy and post to website
- Reconciliation of conference registration fees and cancellations

ii. Marketing for Conferences/Events

- Assist with graphic design of conference branding
 - Design print and screen logos and icons
 - Prepare files for printing or website
- Create event marketing timeline
- Consult with Membership Committee to target marketing to local associations for conferences (use of state association list, Dual Members, etc.)
- Prepare PDF registration form and justification letter
- Prepare conference marketing content for NACM's social media
- Develop, distribute and report results of the attendee event survey
- Support Host recruitment through maintenance of Host module online (includes entering all sessions, reports, etc.)

iii. Conference Exhibitors/Sponsors

- Determine sponsorships offered and obtain President approval
- Manage exhibitor and sponsor relationships
- Coordinate exhibition shows with organization's leadership, vendors
- Manage booth and sponsorship sales
- Manage contracts with exhibitors and sponsors and ensure obligations are met
- Manage RFP process for show service provider (e.g., Freeman, Shepard, other) for in-person conferences. Recommend vendor to NACM President-Elect and secure appropriate contract
- Work with show service provider to coordinate exhibitor orders, on-site signage and exhibit hall set-up for shows
- Review show service provider invoice for accuracy; assist in reconciling, if necessary
- Manage revenue and balances due, including invoicing, while alerting NACM of sales revenues as requested
- Contact current and past exhibitors and sponsors for renewal as well as reach out to potential new companies (using CTC and eCourts exhibitor lists as a basis) to encourage participation with NACM
- Work with service providers to secure floorplans for following year's midyear and annual conference
- Prepare and distribute exhibitor surveys
- Contribute ideas for incentives to increase exhibit show attendance
- Assist in annual budget development with exhibitor and sponsorship revenue projections

iv. Event Sponsors

- Determine sponsorships offered for all non-conference events (virtual, webinars, etc.) and obtain President approval
- In collaboration with the association, solicit sponsors for the approved number of "sponsored" webinars each year

- Manage sponsor relationships
- Manage revenue and balances due, including invoicing
- Contact current and past exhibitors and sponsors for renewal as well as reach out to potential new companies
- Inform President or designee with sponsorship sales and revenue projections, as requested

V. Board/Executive Committee Support

- Staff Officer and Board meetings (two at Annual Conference, one Fall Board Meeting, one Midyear Board Meeting, as well as Officer retreats prior to Annual and Midyear Board meetings). Includes all scheduled phone/online meetings
- VP of Public Affairs or Director of Association Services participate in scheduled Officer and Board meetings as schedules allow
- Prepare minutes for Secretary/Treasurer; archive digital recordings of all meetings
- Assist President with development of agendas for Officer and Board meetings and conference calls as needed.
- Prepare draft annual NACM budget in conjunction with Secretary/Treasurer and Vice President
- Coordinate and participate in annual meeting with Secretary/Treasurer and Vice-President at NCSC offices or virtually to draft budget (NCSC covers expenses of Vice President to travel to Williamsburg.)
- Send reminder emails for Officer and Board calls as may be requested by President
- Prepare, coordinate and disseminate electronic Board books for each Board meeting
- Issue invitations to Board guests for meetings and track RSVPs
- Respond to inquiries within two (2) business days
- Update and maintain electronic Board letterhead and post on Board webpage
- Maintain inventory of NACM notecards and envelopes and distribute at post annual conference Board meeting.

VI. Committee Support

- Schedule and participate in NACM committee meetings as schedule allows
- Update Committee webpages as needed
- Disseminate and collect committee service and mentor/mentee forms at conferences and from new members; disseminate completed forms to committee chairs
- Coordinate committee award nomination and selection processes
- Create and track member and non-member CORE Champion courses and certificates within ACGI

VII. Communications Support

1. Membership Brochure

- Proofread, edit and contract with graphic artist when requested



- Coordinate distribution and post to website

2. Guides (up to 2 per year)

- Edit guide final draft copy
- Coordinate with contracted graphic artist on layout, design, cover selection and photographs used
- Distribute proof copy to Guide Chair for review
- Work with Guide and Communications committee chair for coordination of schedule and production
- Coordinate publishing, printing, posting, and distribution to membership and others
- All guides will be kept electronically on the NACM Store and in repository
- Update existing guides as requested by the Guide Chair

3. Court Manager (4 annually)

- Create and publish schedules, provide email reminders to Editor(s) of impending deadlines
- Contract and coordinate photography services and confirm fair use of copyrighted photos
- Work with publication vendor
- Advise Editor(s) on content selection
- Work with authors as needed
- Solicit author permissions as needed
- Manage permissions for article usage requests
- Post to *Court Manager* website
- Edit and proofread all content
- Solicit advertising (bill, maintain records, monitor budgets)
- Establish and monitor yearly budget in conjunction with Secretary/Treasurer
- Track access statistics and provide to Communications upon request
- Coordinate distribution of each edition

4. Court Express (4 annually)

- Advise Editor(s) on content selection
- Create and circulate production schedule
- Edit and proofread all content
- Layout newsletter in iContact (or other e-format)
- Track access statistics
- Post in the *Court Express* archive on the NACM website
- Solicit advertising (bill, maintain records, monitor budgets)

VIII. Website, Social Media, Blast Email Support

- Post general information and items of interest to NACM's social media and website platforms within two (2) business days (backup function)
- Post conference photographs as directed



- Draft, layout, proof and distribute blast emails using iContact or a similar system, subject to the following guidelines:
 - Fifty (50) blast emails per calendar year
 - Forwarding of NCSC requested surveys or outreach do not count towards blast emails quota
 - Work to support any blast emails above the initial 50 will be billed at the rate of \$125/hour
 - Update the iContact system (or its successor) with current email distribution lists once per month
 - Provide a report of bounced emails and similar errors
 - The NACM President may authorize NACM Board members to send additional emails on their own, without the support of NCSC staff, using the lists uploaded monthly or by creating their own lists
- NCSC shall offer one-hour of training per contract year on the basics of iContact (or its successor) to NACM President and one designee

IX. Accounting & Financial Services

- Maintain NACM as a separate corporation in software (including monthly reporting, end of year reconciles)
- Process accounts payable invoices, including expense reimbursements and process payments weekly using the web-based accounts payable system based on invoices, credit card charges and expense reports approved and coded by NCSC management.
- Process cash receipts based on copies of checks received, deposit slips, credit card payments and ACH reports, and corresponding database reports, and any other supporting documents properly coded with general ledger account numbers by management monthly. NCSC will be responsible for depositing checks to the bank.
- Record accounts receivable invoices based on supporting documentation approved and coded by management.
- Prepare reconciliations of all bank and investment accounts and record activities for the month.
- Prepare all required month-end journal entries and significant account reconciliations to ensure that transactions have been recorded accurately and completely. These will include accounts such as accounts receivable, prepaid expenses, accounts payable, accrued expenses, net assets, release of temporarily restricted net assets, etc., monthly.
- Perform necessary monthly closing procedures after all adjustments have been made. This will include ensuring that all journals and reports are available to management (i.e., general ledger, aged accounts receivable and payable reports, cash receipts and disbursements journals, etc.).
- Prepare the monthly financial statements, including statement of financial position, statement of activities and budget versus actual reports based on a mutually agreed-upon delivery schedule; and such other statements as are reasonably requested by the Association to keep it apprised of its financial

condition. Any discrepancies noted in such statements or reports that are brought to the Center's attention shall be addressed and resolved within 20 days.

- Set up new vendors and obtain and upload W9s in Bills.com
- Maintain and pay the NACM credit card each month

Reporting and Taxes

- Prepare and provide required information to independent public accountant for IRS Information Return Form 990 and IRS Tax return – Form 990T.
- Prepare and obtain signatures on VA Annual Report.
- Prepare and distribute IRS Form 1099s for NACM vendors, as required.
- Obtain updated bank signatories at the Executive Committee Meeting during the Annual Conference.

X. Grants

- Assist with application for grant funding to include (but not limited to) State Justice Institute, Department of Justice, etc. with NACM providing content and narrative
- Monitor grant funds and request disbursement of funds quarterly or as needed
- Support grant writing process by providing specific information as requested; provide budget review assistance as requested
- Ensure grant financial compliance; including preparation of quarterly financial status reports as required by the funding agency
- Prepare and submit progress reports
- Assist with responding to financial reviews by the funding agency
- Track and manage grant balances
- Coordinate with committees or project designees about remaining balances
- Assist with any grant modifications and submissions.



Appendix B

SCOPE OF EDUCATIONAL SERVICES

The Center will provide educational services in support of the Association's Midyear and Annual conferences, or alternate virtual events, scheduled during each contract year as well as preliminary planning for the education programs in the immediate following year of the contract. The following services will be specifically provided:

Administrative Support

- Responding to all inquiries and requests for information relating to call for proposals for Midyear and Annual conferences or alternate virtual events: acknowledge receipt of all proposals; coordinate and maintain records of ranked proposals; notify unsuccessful proposers
- Coordination of speaker contracts, biographical summaries, presentations, and conference materials; work with Association Services to make all speaker information available on the event website and/or app (as determined by NACM)
- Preparing/proofing, and emailing faculty, presenters, and panelist agreements detailing the terms and conditions of engagement, presentation times, reimbursement guidelines, travel policy, materials deadlines, formats, etc.
- Preparing CEU forms and process all requests for credits
- Coordinate the necessary forms for compensation of fees to include the processing of all vouchers for speaker fees and/or expense reimbursements
- Preparing evaluation forms, coordinate daily electronic transmission and drafting of follow-up emails to conference attendees, compile evaluation results, distribute to speakers, drafting and sending thank you letters to all speakers
- Preparing conference announcements and run of show with assistance of President and President Elect

Professional Support

- Consulting with the President Elect & Conference Development Subcommittee to recommend topics, tracks, sessions, and speakers for conferences and develop call for proposals
- Advising Conference Development Committee on education strategy, topics, themes, use of CORE, webinars
- Contacting prospective speakers and negotiating speaker agreements according to NACM guidelines and budgeted allowable expenses; briefing speakers on association mission and membership, if necessary
- Preparing conference/event agendas for review and approval
- Reviewing evaluations and integrating with future planning
- Working with President Elect to determine which sessions to stream/record
- Prepare Theme, Description and Invitation List for Annual Leadership Seminar in conjunction with NASJE
- Providing reporting for grants that directly support the education programs
- Attending Board and Officer meetings (in person or by conference call or virtually)
- Provide on-site conference troubleshooting and problem-solving.

