

MEMORANDUM OF AGREEMENT

Agreement made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "Consultant") and Fulton County Government, whose principal place of business is located at 141 Pryor Street SW, Atlanta, GA 30303 (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, County desires to engage the consulting services of the Consultant as described herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Services

Consultant agrees to perform for the County the services set forth in the Statement of Work section of Exhibit A, which is appended hereto and incorporated herein by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended as hereinafter provided.

The maximum compensation to be paid under this Agreement is not to exceed \$30,000.

2. Compensation

The County shall pay Consultant for Services in accordance with the Budget contained in Exhibit A. Consultant shall invoice County for Services, and County shall remit payment within thirty (30) days of receipt of invoice.

Invoices shall be directed to:

Danny Parrish

Training Manager

Fulton County Human Resources

141 Pryor Street

Atlanta, Georgia 30303

Email: Danny.Parrish@fultoncountyga.gov

Telephone: 404-613-0886.

If either party terminates this Agreement for any reason, other than termination by County for cause, the Consultant shall be compensated for work conducted up to the termination.

3. **Term and Termination**

- a. **Term.** The term of this Agreement shall be from January 1, 2020 to December 31, 2020.
- b. **Termination by County or Consultant.** Each party has the right to terminate this Agreement for cause immediately if the other party breaches, is in default of any obligation hereunder, or otherwise performs the Services in an unsatisfactory manner. Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party.
- c. **Renewal.** This agreement may be renewed for an additional one (1) year period up to three (3) times by election of the County before the end of the current term of this agreement. If the agreement is renewed without substantive modification, the County's election to renew may be evidenced by letter of agreement signed by an authorized agent of the County.

4. **Independent Contractor**

Consultant is an independent contractor and shall not be deemed to be employed by the County. The County is hereby contracting with Consultant for the Services, and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. Inasmuch as the County and Consultant are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

5. **Confidential Information**

The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information") which shall be in writing and marked "Confidential." If Confidential Information is disclosed orally, it must be identified as confidential at the time of disclosure, and shall thereafter be reduced to writing within thirty (30) days, and clearly marked as "Confidential." To the extent permitted by law, each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to information that:

- i. is already in the recipient party's possession at the time of disclosure;
- ii. is or later becomes part of the public domain through no fault of the recipient party;
- iii. is received from a third party having no obligation of confidentiality to the disclosing party;
- iv. is independently developed by the recipient party; or
- v. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (v), the party required to make disclosure shall notify the other to allow the party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

6. Intellectual Property Rights

Title to all intellectual property, data, or information, owned, developed, conceived and reduced to practice by Consultant prior to the start of the work under this Agreement and created under this Agreement shall remain the sole property of Consultant.

7. Assignment

This Agreement is personal in nature and neither of the parties hereto shall assign or transfer this Agreement or any of their respective rights and obligations thereunder except that company may assign its rights, interests, obligations, and duties to an affiliate of County.

8. Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Consultant:

With copy to:

Caroline R. Lombard, JD
Associate General Counsel
Office of Legal Affairs
Georgia State University
P.O. Box 3987
Atlanta, GA 30302-3987

To County:

Gary N. Jackson
Employee Development Specialist
Employee Development Division
Department of Human Resources Management
Fulton County Government
141 Pryor St. SW
Atlanta, GA 30303
Phone: (404) 612-9470
Email: gary.jackson@fultoncountyga.gov

All such notices shall be effective only when received by addressee.

9. **Results of Services**

Consultant will conduct the Services in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to work performed at major public and private research universities within the United States. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) THE SERVICES AND ANY RESULTS OF THE SERVICES; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER COMPANY OR CONSULTANT.

10. **Severability**

The invalidity and unenforceability of any section or subsection of this Agreement shall not affect the validity or enforceability of any other section or subsection of this Agreement.

11. **Waiver**

The waiver by any party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the breaching party.

12. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon the advanced mutual written agreement by the parties.

13. **Governing Law**

This Agreement is entered into and in all respects shall be interpreted, construed, governed by and enforced in accordance with the laws of the State of Georgia.

14. **Use of Consultant's Name**

County agrees that it will not use the name of Consultant in any advertising or publicity material, or make any form of representation or statement in relation to the work conducted under this Agreement which would constitute an express or implied endorsement by the Consultant of any commercial product or service, and that it will not authorize others to do so, without first having obtained written approval from the Consultant.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

CONSULTANT:

**The Board of Regents of the University System
of Georgia by and on behalf of Georgia State University**

Matthew Gillett

Digitally signed by Matthew Gillett
Date: 2020.03.19 10:04:25 -04'00'

Signature

Matthew Gillett

Printed Name

College Administrative Officer

Title

3-19-20

Date

FULTON COUNTY GOVERNMENT

Kenneth Hermon

Digitally signed by Kenneth Hermon
Date: 2020.03.21 07:34:00 -04'00'

Signature

Kenneth L. Hermon, Jr., PHR, SHRM-SCP, IPMA-SCP
Chief Human Resources Officer
Department of Human Resources Management

Tonya R. Grier

Signature

Tonya Grier
Interim Clerk to the Commission
Fulton County Board of Commissioners



Robert L. Pitts

Signature

Robert L. Pitts
Chairman
Fulton County Board of Commissioners

Approved as to Form:

Dominique Martinez

Digitally signed by Dominique Martinez
Date: 2020.03.20 12:40:02 -04'00'

Signature

Fulton County Attorney

ITEM # 2020-0223 RCS 3/18/20
RECESS MEETING

EXHIBIT A
Scope of Work and Budget

Proposal for Gratitude and Expression of Appreciation in the Workplace Workshop

Don Davis, Cirleen DeBlaere, and Kenneth Rice

**Center for the Study of Stress, Trauma, and Resilience
Georgia State University**

Purpose

The purpose of this proposal is to respond to a request by the Fulton County Government to train employees to integrate gratitude into their professional culture. Research within positive psychology has documented a variety of benefits when people develop habits of expressing gratitude and appreciation to each other on a regular basis. These benefits include increased happiness, sense of purpose, cooperation, generosity, motivation, and effectiveness. Fulton County Government will be responsible for paying for the number of participants that actually attended training per each session. Attendance will be verified by the officially signed attendance sheets for each class.

Objectives

This workshop has four primary objectives:

- Understand scientific evidence linking gratitude to benefits for individuals, relationships, and organizations.
- Learn principles for increasing gratitude in the workplace.
- Practice ways of promoting gratitude.
- Develop a sustainable plan for increasing gratitude in one's weekly and daily routines.

Description of Workshop

Format

The format will be a half-day workshop. The agenda will include the following content areas (this could be tailored after meeting):

- Overview of workshop and basic research on the benefits of gratitude.
- Why does gratitude promote benefits for relationships?
- What are the key mechanisms through which people may become more grateful or help promote organizational cultures that are more grateful?
- What are some specific strategies for practicing gratitude in one's daily life?
- What are some ways to implement gratitude into one's organizational structures?

Half-day Workshop in Small Groups (20-30 people)

The workshop involves groups of between 20 and 30 people, at the College of Education (30 Pryor Street) during the year of 2020. (An exception is that the first workshop will occur at Fulton County space in order to accommodate a group of around 50.) The workshop involves a set of brief mini-lectures (about 10-15 minutes), followed by experiential activities done in dyads or small groups in order to integrate and respond to learning. Sessions will be hosted by faculty, post-docs, or doctoral students funded through our center.

PRICING:

The cost for the workshop is \$95 per participant. It covers the costs of course materials, costs of preparing the workshop, supplies, coffee, and light snacks.

Proposed Dates for Trainings on Appreciation in the Workplace

College of Education & Human Development Building
30 Pryor Street
Atlanta, GA 30303-3083

Date	Time	Room
2/10	9:00am-12:00pm	Fulton County Conference Room
2/12	9:00am-12:00pm	GSU College of Education Building, Room 915
2/19	9:00am-12:00pm	GSU College of Education Building, Room 915
2/26	9:00am-12:00pm	GSU College of Education Building, Room 915
3/02	9:00am-12:00pm	GSU College of Education Building, Room 915
3/17	9:00am-12:00pm	GSU College of Education Building, Room 1030

WALKING DIRECTIONS

The walk from the Fulton County Government Center is .2 miles (approximately 4 minutes). Take a left on Pryor St SW out of the Gov't Center. The College of Education Building will be on your right in 2 and 1/2 blocks (just past Wall St. SW).
<https://goo.gl/maps/i6G8LPFdbk22>

PARKING OPTION

Parking Lot R, 110 Central Avenue SW, Atlanta, GA
Parking Lot R is located half a block from the College of Education Building on Pryor St (on the same side of the street as Lot R). Cost for 3.5 hours of parking is \$7.
<https://goo.gl/maps/FqcxQU8cKRN2>