

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the **Fulton County Government**, party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc. (UGARF), hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that the FOUNDATION has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from the FOUNDATION, UGA via the Carl Vinson Institute of Government, will perform all obligations of the FOUNDATION under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

- a. Carry on the cooperative service in the Carl Vinson Institute of Government substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.
- b. Preserve all of its records bearing upon the amounts payable under this agreement, and

further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.

c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a **fixed fee of \$175,000. No federal dollars are involved in this Memorandum of Agreement.** The FOUNDATION will submit invoices for payment to COOPERATOR and upon receipt of the invoices, the COOPERATOR will pay the full invoice amount, with this amount being due within 30 days of receipt. The FOUNDATION shall submit four (4) invoices of equal amounts for payment per year. An invoice of \$43,750 shall be sent quarterly for the term of the agreement. All invoices shall be submitted for processing to the Fulton County Department of Finance, Accounts Payable Division, 141 Pryor Street, Atlanta, GA 30303, and Tisa Smith, Fulton County Human Resources, shall be copied on each invoice submission (Tisa.Smith@fultoncountygga.gov; 404-613-0870). In the event the COOPERATOR does not enroll the total of fifty participants in two cohorts per year, an amendment will be executed reducing the fixed amount by \$1,325 per participant that is not enrolled in one of the two yearly cohorts.

Section III

The term of this agreement shall be from **July 1, 2026, through June 30, 2027.**

Following the one-year term of this agreement, this agreement will automatically renew as written up to four (4) times for an additional one-year term from July 1 to June 30. If either party does not wish to renew this agreement, such desire to not renew must be evidenced by letter to the other party no later than thirty (30) days prior to the start of the subsequent term. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

Section VIII

The parties agree that this MOA creates an independent contractor relationship, not an employment relationship and, therefore, the employees of the FOUNDATION are not, by virtue of this agreement, employees of the COOPERATOR. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

**THE UNIVERSITY OF GEORGIA
RESEARCH FOUNDATION:**

Suzie Weller, Associate Director
Sponsored Projects Administration

Date: _____

**FOR THE FULTON COUNTY
GOVERNMENT:**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

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

Date: _____

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Kenneth L. Hermon, Jr.
Chief Human Resources Office

EXHIBIT A SCOPE OF WORK

Under subcontract with the FOUNDATION, UGA via the Carl Vinson Institute of Government (Institute of Government) will be responsible for the following for two Certified Public Manager cohorts during the term of this agreement, with a number of participants not to exceed 25 in each cohort. The Institute of Government shall:

- a. Deliver the Certified Public Manager programs for Fulton County to be completed by the end of the term of this agreement;
- b. Provide qualified instructors for each session. No prior approval is required from Fulton County for subcontract, consultant, or service agreements needed to obtain instructors for training provided under this agreement;
- c. Administer and maintain the Certified Public Manager program including maintenance of participant transcripts as it relates to completing the certification program;
- d. Conduct course evaluations, compile an evaluation summary and share results with Fulton County;
- e. Maintain database of participants and transcripts;
- f. Manage and coordinate logistics including securing appropriate location facilities for all sessions, audio-visual needs and training materials for each class; and
- g. Award certificates of completion.

Fulton County shall:

- a. Market the program to Fulton County employees; and
- b. Select the participants.

Proposed dates of sessions will be determined:

<u>Session</u>	<u>Topic(s)</u>	<u>Dates</u>
1	The private and public sectors: What are their differences in values, mission, and environment? Leadership and management: Do both matter? Introduction and orientation to Certified Public Manager program	TBD
2	Interpreting leadership assessment instruments Assessing my skills and preferences	TBD
3	What are the connections between my daily managerial duties and creating public value for the community?	TBD
4	How do internal controls strengthen my capacity to manage effectively?	TBD
5	How do I interpret my GOV360 results?	TBD

<u>Session</u>	<u>Topic(s)</u>	<u>Dates</u>
6	How can I use oral and written communication to effectively lead in the public sector?	TBD
7	How do successful teams develop, and how can I lead and facilitate their continued success?	TBD
8	As I lead positive change in the public sector, how can I provide stability, establish a vision, and help my team members prepare for and adapt to change?	TBD
9	How do I select the appropriate strategies to resolve interpersonal conflicts in the workplace?	TBD
10	What strategies can I utilize to address conflicts?	TBD
11	What are the strategies I can use to identify and unleash the power of individual differences to create a dynamic team?	TBD
12	How can I successfully lead my team members who represent multiple generations?	TBD
13	How do I navigate the ethical principles and situations that arise in the public sector, and how do I balance the relationship between power and influence?	TBD
14	How can I use my personal and positional power to positively influence my organization?	TBD
15	What strategies can I use to create a work environment where employees are highly productive and highly motivated through a framework of performance management?	TBD
16	What are the keys to motivating, delegating, and empowering employees?	TBD
17	Sharing our service-learning project	TBD
18	How can I use systems thinking, process improvement strategies, and gap analysis to study my organization and develop a plan for improvement?	TBD
19	What are the basic elements of a public sector budget, and how do I analyze trends associated with the budget? What tools can I use to share budget and expenditure data?	TBD
20	How do I manage the budget throughout the year and at year-end? What tools can I use to share this information?	TBD

<u>Session</u>	<u>Topic(s)</u>	<u>Dates</u>
21	How can I use interviews, needs assessments, and cost analyses to gather appropriate and useful data about my organization?	TBD
22	How can I use qualitative and quantitative data to determine the effectiveness and efficiency of my organization?	TBD
23	What strategies can I practice to deliver a powerful presentation?	TBD
24	How can I demonstrate that my self-directed learning project has impacted my organization in a positive measurable way?	TBD
25	As I reflect on the course, what have I learned, and how will I implement new strategies, ideas, and practices?	TBD
	Graduation	TBD