



Fulton County Board of Commissioners
Agenda Item Summary

18-0032

BOC Meeting Date
 1/24/2018

Requesting Agency
 Personnel

Commission Districts Affected
 All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

To request approval for the Fulton County Department of Human Resources Management to enter into a Memorandum of Agreement with the University of Georgia Research Foundation, Inc. via the University of Georgia's Carl Vinson Institute of Government to deliver training for the FulCo Bonus Program and to authorize the County Attorney to approve the Memorandum of Agreement as to form and substance and make any modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 Fulton County Policy

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: (Provide a brief project scope of work of the services/work to be provided)

In August 2017, Fulton County's Board of Commissioners approved a resolution supporting the Department of Human Resources Management's approach to a new performance and compensation model – the FulCo Bonus Program.

While the premise and key elements were approved, one of the components of the program that the Board acknowledged as a key component to ensure that the program is successful was mandatory training to managers and supervisor on how to set appropriate goals, benefits of providing timely feedback, and techniques on coaching and mentoring employees. We believe that this managerial training will create an environment of learning for managers, such that all employees will feel as though they are being treated fairly and that all manager/supervisors had the skillset to ensure their team's success. Further, this training will foster the growth of the program as it is new to the County.

The vendor selected, University of Georgia via the Carl Vinson Institute of Government, has an intimate knowledge of government operations and will solidify the training into one cohesive program as this vendor has provided training to all County Executives via the Executive Leadership Program.

Community Impact: (Provide the overall impact on community health, whether the impact would be Countywide or to a specific District, if applicable)

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

By appropriately rewarding Fulton County employees, those employees will provide exemplary service to the people of Fulton County.

Department Recommendation: (Provide the user department recommendation)

The Department of Human Resources Management recommends approval of this request to enter into this Memorandum of Agreement.

Project Implications: (What are the future implications of the item in terms of potential changes in budget, service provision, or County policy/operations?)

There will be no future changes to the budget. There will be a positive impact on all levels of the Fulton County workforce.

Community Issues/Concerns: (Identify any issues/concerns raised by constituents or clients concerning the agenda item and if those issues have been addressed?)

No community issues or concerns.

Department Issues/Concerns: (Identify any additional department recommendations or concerns including funding, staffing, external/internal partnerships and operational inefficiencies)

No departmental issues or concerns.

History of BOC Agenda Item: (Has this item previously been before the BOC? Yes or No. If yes, for non-purchasing item(s), describe what action(s) were taken.)

There is no history of this item on the BOC agenda.

(For purchasing items, provide the project history chart or if a new procurement, insert "New Procurement".)

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount: .		Amount: .	%: .
Previous Adjustments: .		Amount: .	%: .
This Request: .		Amount: .	%: .
TOTAL: .		Amount: .	%: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Hermon, Kenneth	Date: 1/19/2018
X	County Attorney:	Martinez, Dominique	Date: 1/19/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 1/19/2018

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., hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that UGARF has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from UGARF, UGA via the Carl Vinson Institute of Government will perform all obligations of UGARF 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 \$65,000. **No federal dollars are involved in this Memorandum of Agreement.** Upon receipt of the invoice following the execution of this agreement, the COOPERATOR will pay \$65,000. The invoice should be directed to: Kenneth L. Hermon, Jr., Fulton County Government, 141 Pryor Street, SW Suite 3030, Atlanta, Georgia 30303; email: kenneth.hermon@fultoncountyga.gov; telephone: 404-613-0923.

Section III

The term of this agreement shall be from February 1, 2018 to December 29, 2018. 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 governing boards 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.

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

**FOR THE UNIVERSITY OF
GEORGIA RESEARCH
FOUNDATION, INC.:**

**FOR THE FULTON COUNTY
GOVERNMENT:**

Jennifer Jones, Senior Grants Officer

Kenneth Hermon, Jr., Chief Human
Resource Officer

Date: _____

Date: _____

**EXHIBIT A
SCOPE OF WORK**

The Carl Vinson Institute of Government will be responsible for the following instruction and related course materials for a number of participants not to exceed twenty (20) in each cohort:

- a. Deliver seventeen two-day classes on *Performance Management and Coaching, Feedback, and Mentoring*;
- b. Deliver one session of the one-day *Train-the-Trainer* class on *Performance Management and Coaching, Feedback, and Mentoring*;
- c. Provide qualified instructors for each session. No prior approval is required from the Fulton County Government for subcontract, consultant, or service agreements needed to obtain instructors for training provided under this agreement;
- d. Conduct course evaluations, compile an evaluation summary, and share results with the Fulton County Government;
- e. Provide for audio-visual and training materials for each class; and
- f. Maintain database of participants and transcripts.

The Fulton County Government will be responsible for the following:

- a. Manage and coordinate logistics, secure appropriate location facilities for all sessions, and provide projection screen, A/V table, flip chart and markers; and
- b. Selection of participants.

Proposed dates of sessions:

<u>Class</u>	<u>Topic(s)</u>	<u>Dates</u>
1	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
2	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
3	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
4	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
5	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
6	Day One – Performance Management	TBD

	Day Two – Coaching, Feedback, and Mentoring	TBD
7	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
8	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
9	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
10	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
11	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
12	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
13	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
14	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
15	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
16	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD
17	Day One – Performance Management Day Two – Coaching, Feedback, and Mentoring	TBD TBD

Train-the-Trainer Class

	One-day train-the-trainer class on Performance Management & Coaching, Feedback, and Mentoring.	TBD
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