

**MEMORANDUM OF AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA
AND
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF
OF GEORGIA STATE UNIVERSITY**

This **Data Use Memorandum of Agreement** (the “Agreement”), effective as of the ___ day of _____, 2024, is by and between the **Fulton County, Georgia (“Fulton County”)** and **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as “GSU”)** and collectively the “Parties”.

WHEREAS, the research contemplated by this Agreement will further the instructional and research objectives of GSU in a manner consistent with its status as a State of Georgia research and educational institution.

WHEREAS, Fulton County shall make Data, as defined below, available to GSU as described herein to aid GSU in its research.

WHEREAS, in exchange for the Data, GSU shall share certain research findings with Fulton County.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose

1.1 Senate Bill 63, which was signed into law and effective July 1, 2024, expands the list of offences for which bail or surety is required for defendants. Additionally, Senate Bill 63 restricts the number of times a third-party can pay bonds for defendants. To measure the impacts of Senate Bill 63 on the Fulton County inmate population, GSU is requesting assistance from Fulton County to provide (1) relevant court case, (2) jail booking, (3) charge, (4) intake, and (5) supervision information from the County’s criminal justice database to assess changes to the County’s jail population, among other things set forth in Exhibit A hereto, hereinafter, the “Data”.

1.2 The Data is provided at no cost to GSU, provided that GSU shall share research information with Fulton County as sufficient consideration of Fulton County providing GSU access to the Data. The Data shall not be used except as authorized under this Agreement.

1.3 For purposes of this Agreement, a “GSU Researcher” is an individual researcher who needs to access the Data for the Purpose stated above and is either a faculty member, fellow, student, or employee of GSU. The Data shall not be used for commercial purposes, unless provided herein, and shall not be further distributed to others, including without limitation, employees or representatives of GSU other than the GSU Researchers, without Fulton County’s prior written consent.

2. Data

“Data” means the confidential and proprietary information that is described in Exhibit A.

3. Use of Data

3.1 Subject to the terms and conditions of this Agreement, Fulton County hereby grants to GSU and GSU Researchers the non-exclusive rights (i) to use the Data for research and related scholarly activities such as teaching, including those listed in the Purpose section of this Agreement; (ii) to use the research results in further research; and (iii) subject to Section 5 of this Agreement, to publish, reproduce or use the research results and other products of the research in works such as (without limitation) academic journals, books, online publications, unpublished working papers, and reports, materials and information included in

presentations for academic seminars and conferences and similar events. Fulton County shall retain ownership of any rights it may have in the Data.

3.2 The Data may be used in the form of raw data and aggregated form. The Data may be combined with other data sets.

4. Data Provider Obligations

4.1 Fulton County acknowledges and agrees that GSU may use, disclose, process, transfer and store the Data in order for GSU to fulfill the Purpose and as otherwise authorized under this Agreement. Fulton County shall ensure that it is authorized to transfer or disclose the Data to GSU in order that GSU may lawfully use, disclose, process and transfer the Data in accordance with this Agreement. Fulton County shall ensure that it is authorized and has the right to transfer and disclose the Data to GSU in accordance with this Agreement. Fulton County shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow GSU to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third parties for analytics, research and collaboration. Fulton County hereby grants GSU a worldwide, non-exclusive, irrevocable license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense. Nothing herein shall be construed as Fulton County having waived its sovereign immunity or any governmental immunity available to Fulton County's officers, officials, employees or agents in providing the Data to GSU.

4.2 Fulton County shall have no responsibility for the accuracy and quality of the Data.

4.3 Fulton County agrees to comply with all applicable federal and state privacy and security laws in providing the Data.

5. Data Recipient Obligations

5.1 As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, GSU agrees to comply with applicable federal and state privacy and security laws. In addition, GSU agrees to comply with relevant state and federal standards addressing the gathering, use and protection of personal data and information.

5.2 GSU further agrees not to use, disclose, process or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

5.3 GSU agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data other than as provided for by this Agreement. GSU shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction or damage.

5.4 GSU agrees that its internal disclosure of the Data will only allow for relevant and necessary access.

5.5 GSU will comply with applicable law related to a breach of the security of the Data.

5.6 Fulton County does not obtain any right, title, or interest in any of the Data provided by GSU other than that authorized or allowed by this Agreement.

6. Confidentiality

6.1 GSU (i) will use reasonable care to protect the security of Data; (ii) will limit access to Data to authorized recipients as provided in Section 1; and (iii) will not at any time during or after the term of this Agreement disclose Data to any other person without first obtaining Fulton County's prior written consent

(except as otherwise required by law in which case GSU shall, unless otherwise prohibited by law, notify Fulton County prior to such disclosure). GSU will report promptly to Fulton County any disclosure of Data not provided for by this Agreement of which it becomes aware.

6.2 Notwithstanding the foregoing, in no event is information considered to be Data if it (a) was lawfully in the possession of GSU or GSU Researchers before receipt from Fulton County; (b) is or becomes publicly available through no breach of this agreement; (c) is received by GSU or GSU Researchers, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to GSU; or (d) is independently developed by GSU or GSU Researchers without use of the Data.

6.3 Fulton County may be identified as the source of the Data. Furthermore, each Party may disclose both the relationship with the other and this Agreement. These obligations of confidentiality herein shall survive for five (5) years following termination or expiration of this Agreement.

7. Information Security

Fulton County and GSU will, as applicable to the process set out in this Agreement, store the information so that it is secure from unauthorized access and maintain appropriate and reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data.

8. Term and Termination

The Term commences on the Effective Date. The expiration of the Term is the earlier of: (i) June 30, 2025 or (ii) termination for any reason upon thirty (30) days' prior written notice to the other Party. Fulton County may terminate this Agreement immediately if GSU is determined to be in breach of this Agreement. If the Agreement is terminated because of GSU's breach, then GSU shall return the Data to Fulton County or destroy the Data.

9. Dispute Resolution

If a dispute arises under this Agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this Agreement. During any dispute, the Parties shall continue with their respective responsibilities under this Agreement.

10. Contact Persons

10.1 To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as "Fulton County Representative" and "GSU Representative" will act as the contact persons for each Party. The representatives are identified in Section 11.1. Notices.

10.2 Either Party may change its representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement.

11. Miscellaneous.

11.1 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

Notices to County shall be addressed as follows:

Steve Nawrocki
Office of the County Manager
141 Pryor Street, Suite 2045
Atlanta, GA 30303

With a copy to: Fulton County Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

Notice to GSU, shall be addressed as follows:

Dr. William Sabol
Georgia State University
Department of Criminal Justice & Criminology
55 Park Place, Room 510
Atlanta, GA 30303

With a copy to: Office of Legal Affairs
100 Auburn Ave. NE, Ste. 315,
Atlanta, GA30303
Attn: Kerry L. Heyward, JD

11.2 This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

11.3 This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Georgia, without regard to applicable conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively adjudicated in the Superior Court of Fulton County, Georgia. Each Party agrees and submits to the personal jurisdiction and venue thereof

11.4 This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.5 Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11.6 The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

11.7 Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

11.8 Entire Agreement. This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

[Signature page to follow]


IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

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

Dated: 08/29/2024

Name: Denise Jenkins

Title: Assistant Dean of Finance and CFO
Andrew Young School of Policy Studies

Signature: 

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Steven Nawrocki
Justice Performance Management Officer

Exhibit A

The following data will be shared by Fulton County, GA ("Fulton County") with Georgia State University ("GSU") for the purposes described in **Section 1 - Purpose** of the Agreement:

1. Inmate general population: Detailed information about all jail inmates such as booking and release dates, bond information, name, demographics, addresses, and unique identifiers for each party.
2. Inmate population charges: Arrest, charge, and bond information associated with each current booking record in the Inmate General Population.
3. Prior bookings: Any prior jail booking records for PartyIDs listed in the Inmate General Population.
4. Prior booking charges: Arrest, charge, and bond information associated with any prior jail booking records for PartyIDs listed in the Inmate General Population.
5. Inmate general population all court cases: All court cases and associated case category, charge, and statute found from a search for all PartyIDs in the Inmate General Population.
6. Pretrial intake: Interview information, such as current status, decisions, and recommendations, for PartyIDs contained in the Inmate General Population.
7. Pretrial supervision conditions: Supervision Case Information
8. Pretrial supervision Failure to Appear (FTA)

Fulton County shall send GSU data on a monthly basis for the term of the agreement, no later than second Monday of each month.