



Fulton County Board of Commissioners
Agenda Item Summary

19-0998

BOC Meeting Date
12/4/2019

Requesting Agency

Strategy and Performance Management

Commission Districts Affected

All Districts

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

Request approval of the third renewal of a Memorandum of Understanding/Service Agreement for a Communitywide Customer Service Survey in the amount of \$57,000.00 with Kennesaw State University, A.I. Burruss Institute of Public Service and Research. Kennesaw State University will conduct the third year of the communitywide customer service survey; and conduct evaluation surveys to ascertain opinions on a number of issues related to county management, services and quality of life in support of Fulton County's Strategic Planning efforts. The renewal term will end 12/31/2020.

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

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less

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: The Burruss Institute will conduct a telephone survey for Fulton County. The survey instrument will be developed in conjunction with Fulton County to ensure measurement of designated performance indicators and adherence to best practices in questionnaire design. Communication will be conducted via face-to-face meetings, video conferences, email, and phone as appropriate to meet project goals and deadlines. The survey instrument will include all relevant demographics and will be designed to take 12 minutes or less to complete. This length has been determined to be optimal for telephone respondent participation.

The Institute proposes a dual frame random digit dial (RDD) sample using landline and cellphone numbers. A traditional landline telephone survey will not fully capture the population of Fulton County due to the increasing prevalence of cellphone-only and cellphone-mostly households. The Burruss Institute will purchase the appropriate telephone sample databases from a qualified commercial vendor (e.g., Survey Sampling International, Marketing Systems Group, etc.). A target of 1,200 completed surveys will give a 95% confidence level and $\pm 2.8\%$ margin of error for county wide results and a $\pm 5\%$ margin of error for demographic and geographic subgroups containing at

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

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

least 400 cases per subgroup.

The Burruss Institute will prepare a written report that highlights the findings of the residential survey. The report will include an Executive Summary, a description of the methodology, and a presentation of the results.

Community Impact: This survey will allow the County to evaluate and look how citizens view customer service in Fulton County.

Department Recommendation: Recommend Approval

Project Implications: This will impact the Pay for Performance Program for 2020.

Community Issues/Concerns: No i community issues or concerns have been identified at this time.

Department Issues/Concerns: No departmental issues or concerns have been identified.

History of BOC Agenda Item: This is the third renewal with Kennesaw State to perform the Communitywide Customer Service Survey that were reported on for 2018, 2017, and 2016.

Contract & Compliance Information	(Provide Contractor and Subcontractor details.)
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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>			

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Continued

Procurement**Contract Attached:**

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Previous Contracts:

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Solicitation Number:

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Submitting Agency:

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Staff Contact:

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Contact Phone:

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Description:.**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: .

Previous Adjustments: .

This Request: .

TOTAL: .

MBE/FBE Participation:

Amount: . %: .

Amount: . %: .

Amount: . %: .

Amount: . %: .

Grant Information Summary:

Amount Requested: .

Match Required: .

Start Date: .

End Date: .

Match Account \$: .

☐

Cash

☐

In-Kind

☐

Approval to Award

☐

Apply & Accept

Funding Line 1:

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Funding Line 2:

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Funding Line 3:

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Funding Line 4:

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KEY CONTRACT TERMS**Start Date:**

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End Date:

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Cost Adjustment:

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Renewal/Extension Terms:

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ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Rowicki, Mike	Date: 11/26/2019
X	County Attorney:	Alexander, Kimberly	Date: 11/25/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/26/2019

**Kennesaw State University (KSU)
Services Agreement**

19-0998

Client Name: Fulton County

Contact Person: Michael Rowicki

Telephone: 404-613-7944

E-mail: mike.rowicki@fultoncountyga.gov

Billing Address: 137 Peachtree Street SW, Atlanta, GA 30303

Contract Dates: 10/1/19 to 12/31/20

Total Cost: \$57,000

Contract Number:

P.O. Number (if applicable):

Terms & Conditions

1. **Statement of Work.** Kennesaw State University ("**KSU**") will provide the services indicated in the "Statement of Work" attached hereto.
 2. **Payments.** **KSU** will invoice Client upon delivery of report(s) in accordance with the fee schedule in the "Statement of Work." Client will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to Client as an additional cost. All proceeds from this contract will be used to cover KSU expenses and further KSU's mission.
 3. **Disclaimer of Warranty.** RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE CLIENT AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KSURS shall NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY CLIENT AS A RESULT OF CLIENT'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.
 4. **Title to Equipment, Supplies, and Materials:** **KSU** shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.
 5. **Client's Confidential Information:** Should it be necessary for **KSU** to receive Client's Confidential Information (CI), Client agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce it to writing, clearly marking it as "Confidential" within ten (10) days of the oral disclosure. **KSU** agrees to safeguard Client's CI to the same extent that it safeguards its own.
 6. **Rights in Data.** Results, reports, data, and other deliverables developed under this Agreement are the property of Client. Client grants to **KSU** the right to use these materials for research and educational purposes subject to the provisions of Paragraph 5. Upon Client's written request, **KSU** will give Client thirty (30) days to review draft manuscripts for publication in academic journals or presentation at academic conferences to ensure non-disclosure of Client's CI. If the data is to be used for research purposes by a KSU faculty/staff member, then appropriate IRB approval will be obtained prior to data collection.
 7. **Intellectual Property:** Title to any invention or discovery made by **KSU** personnel during the fulfillment of this Agreement shall vest with **KSU** with Client having the first right to obtain a license under reasonable terms and conditions.
 8. **Publicity:** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other. Client will not state or imply that **KSU** has tested or approved any product or process or drawn any conclusions about the data provided. KSU may, however, reference this contract in proposals for other contracts or in client lists without prior Client approval.
 9. **Independent Contractor:** For the purposes of this Agreement, the parties are independent contractors and neither is an employee or joint venturer of the other.
 10. **Termination:** This Agreement may be terminated in whole or in part for any reason by either party upon fifteen (15) days written notice to the other party. Client will compensate **KSU** for all work completed or in process through the termination date and for any uncancellable obligations.
 11. **General:** This instrument contains the entire agreement between the parties with respect to the subject matter hereof. If Client issues a purchase order to initiate the work, the terms of this agreement supersede the terms of the purchase order. Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of both parties. This Agreement is governed according to the laws of the State of Georgia.
 12. **Prior to the commencement of civil action** by either party with respect to any disputes arising out of this Agreement, such party must submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be the State of Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.
- *(Client Signature & Date)*

(Client Name and Title)

(KSU Signature & Date)

(KSU Name and Title)

STATEMENT OF WORK and FEE SCHEDULE

This scope of work outlines the services provided by the **A.L. Burruss Institute of Public Service and Research** at Kennesaw State University for **Fulton County Government**.

Telephone Survey of Fulton County Residents

The Burruss Institute will conduct a telephone survey for Fulton County. The survey instrument will be developed in conjunction with Fulton County to ensure measurement of designated performance indicators and adherence to best practices in questionnaire design.

Communication will be conducted via face-to-face meetings, video conferences, email, and phone as appropriate to meet project goals and deadlines. The survey instrument will include all relevant demographics and will be designed to take 12 minutes or less to complete. This length has been determined to be optimal for telephone respondent participation.

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The Burruss Institute will prepare a written report that highlights the findings of the residential survey. The report will include an Executive Summary, a description of the methodology, and a presentation of the results.

Timetable

The Institute will conduct the survey using the attached timeline as a guide with the understanding that any delays in Task 1 or Task 2 will result in corresponding delays for the remaining tasks.

Cost of Services Rendered

The Institute will provide these services for a fee of \$57,000. Invoices in the amount of \$28,500 will be due upon contract signing and upon receipt of the final report. The following due dates are approximate:

January 17, 2020

February 21, 2020

Total Cost= \$57,000