

RESEARCH CONSULTING AGREEMENT

THIS RESEARCH AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this _____ day of August, 2022, by and between the Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University ("KSU"), whose principal place of business is 1000 Chastain Road, 3424 Kennesaw Hall, MD# 0111, Kennesaw, GA 30144, and Fulton County Government, whose principal place of business is located at 141 Pryor Street, Atlanta, GA 30303.

Whereas, Kennesaw State University ("KSU") has valuable experience, skill, and ability in the Survey of Fulton County Residents.

Whereas, KSU is committed to research objectivity, transparency, and compliance.

Whereas, Fulton County Government desires to have KSU undertake a research project in accordance with the scope of work described in Exhibit A, Statement of Work.

Whereas the research project contemplated by this Agreement is of mutual interest and benefit to KSU and Fulton County Government and will further KSU's and KSU's research objectives.

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

1. **Statement of Work.** KSU agrees to use its reasonable efforts to perform the research project described in Exhibit A ("the Research"), which Exhibit is incorporated herein.
2. **Payment.** The Fulton County Government shall pay KSU the amount of \$ 120,000 for Services in accordance with the Terms below:

PAYMENT TERMS

This is a fixed price agreement. Upon execution of this Agreement, KSU will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:

60% due upon execution of this Agreement;
30% due 60 days from the start date of the project;
10% due upon receipt of all deliverables.

KSU invoices should be sent to:

Michael Rowicki, 404-613-7944, Mike.Rowicki@fultoncountyga.gov

Checks shall be made payable to KSU and shall be sent to:

KSU
3333 Busbee Drive, MD#3302
Kennesaw, Georgia 30144

All proceeds from this agreement will be used to cover expenses and to further KSU's mission.

3. **Independent Contractor.**

- a. KSU is an independent contractor and shall not be deemed to be an employee of the Fulton County Government. The Fulton County Government is hereby contracting with KSU for the Services, and KSU reserves the right to determine the method, manner and means by which the Services will be performed.
- b. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties.

4. **Term.** The term of this Agreement shall commence on 6/1/2022 and terminate on 5/31/2023, unless otherwise terminated in accordance with other provisions of this Agreement.

5. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party. KSU shall be paid for work done, or shall retain payments made, on a pro rata basis as of the date of termination.

6. **Notices.** Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the parties as follows:

For Fulton County Government:

For KSU:

Name: Michael Rowicki

Name: Christy Storey

Title: Director, Strategy and Performance Management

Title: Director of Operations

Address: 141 Pryor Street, Peachtree Level Suite 2045, Atlanta, GA 30303

Address: 3333 Busbee Dr, Room 620, MD 3302, Kennesaw, GA 30144

Telephone: 404-613-7944

Telephone: 470-578-6548

Email: Mike.Rowicki@fultoncountyga.gov

Email: cstorey@kennesaw.edu

7. **Publicity.** Neither party shall use the name, tradenames or trademarks of the other party or the other party's employees in connection with any products, promotion, or advertising without the prior written permission of an authorized representative of the other party. The foregoing shall not, however, preclude any legally required disclosure, reports generated in the normal course of business, or acknowledgement of sponsorship as required by the guidelines of an academic organization.

8. Omitted.

9. **Intellectual Property Rights.**

Background IP Ownership. Each party owns or will own, and will continue to own under this Agreement, all of its intellectual property, including innovations, inventions, creations, works of

authorship, developments, information, data, software, technology, and materials, and any other IP Rights, existing as of the Effective Date or if after that time, the intellectual property arose out of or resulted from activities that are independent from the Project (“**Background IP**”).

During the course of the Project, KSU will disclose to Fulton County Government any intellectual property it develops that is directly related to its work on the Project. At Fulton County Government’s request, and in consideration of the Project fee payment set forth above, KSU will assign all of its rights and interests in the intellectual property to Fulton County Government, but Fulton County Government agrees that KSU shall retain a perpetual, nontransferable, royalty free license to use the intellectual property for educational purposes only. Should Fulton County Government not be interested in the intellectual property that is disclosed by KSU, then Fulton County Government shall so notify KSU and shall renounce, in writing, any ownership interest in the intellectual property.

10. **Publication.** It is important to KSU and its faculty and students that the right to publish and present information about research activities be unfettered. Subject to the limitations below, KSU Faculty, Staff, and Students shall be free to publish and present data, information, and other research results arising from the Project. KSU Faculty and Students working on the Project agree to provide Fulton County Government, in confidence, with an advanced copy of any publication resulting from the Project not less than thirty (30) calendar days prior to the submission to a journal or any other public disclosure in order to give Fulton County Government an opportunity to request removal of any of its proprietary or confidential information. If requested by Fulton County Government, KSU Faculty and Students agree to remove any such confidential or proprietary information of the Fulton County Government from the publication or presentation. If Fulton County Government has not responded within fifteen (15) calendar days of receipt of the proposed publication or submission, KSU shall send a second notice to Fulton County Government about its need to review the submission. If Fulton County Government has not responded within fifteen (15) calendar days of this notice, KSU Faculty and Students may move forward with publication or other public disclosure. At the request of the Fulton County Government within this thirty day period referenced above, KSU Faculty and Students agree to delay the publication for a period of up to sixty (60) days from the date the publication or presentation was originally provided to the Fulton County Government so that any relevant patent applications may be filed.

11. **Confidentiality.**

- a. Unless otherwise required by law, KSU will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to KSU by the Fulton County Government which is designated in writing as confidential information at the time of disclosure ("Confidential Information").
- b. Confidential Information does not include information which:
 1. was known to KSU prior to the disclosure hereunder.
 2. was received from a third party not under an obligation of confidence to KSU.
 3. is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient.
 4. is independently known prior to receipt thereof or is discovered independently by an employee or student of KSU who had no access to the information supplied by the Fulton County Government under this Agreement; or
 5. is required to be disclosed by law.
- c. KSU retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Research. The obligations of confidentiality under this paragraph shall survive and continue for three (3) years after the termination of this Agreement.

12. **Covenants.**

12.1 Compliance with Laws. KSU and the Fulton County Government will comply at all times with all applicable laws and regulations relating to the provision of the Program.

12.2 Compliance with Policies and Standards. KSU and the Fulton County Government will comply with all applicable time and expense reporting, practices and standards and will perform their obligations in a manner consistent with ethical and professional standards.

12.3 No Use of Party's Name. The Parties may not use each other's names or marks or any Fulton County Government's name in any promotional materials or other communication with third parties without the other Party's written consent. KSU retains the right to reference the name of the Fulton County Government as a Fulton County Government and the work performed in any manner KSU sees fit.

13. **Force Majeure.** KSU shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond KSU's control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, pandemic/disease, or other such occurrences.

14. **Warranties.** KSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. Fulton County Government acknowledges that the Research is a scientific undertaking and consequently, KSU will not guarantee any particular outcome.

15. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.

16. **Mediation.** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party may 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 will be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith and that they will share equally in the costs.

17. **Contacts.**

KSU

Programmatic: Christy Storey;
cstorey@kennesaw.edu; 470-578-6464

Administrative/Financial: Christy Storey;
cstorey@kennesaw.edu; 470-578-6464

Fulton County Government

Programmatic: Mike Rowicki;
Mike.Rowicki@fultoncountyga.gov; 404-613-7944

Administrative/Financial: Mike Rowicki;
Mike.Rowicki@fultoncountyga.gov; 404-613-7944

18. **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 advance mutual written agreement by the parties.

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

AGREED TO BY:

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

KENNESAW STATE UNIVERSITY:

FULTON COUNTY GOVERNMENT:

Name
Title

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Mike Rowicki

Exhibit A

I. Statement of Work

KSU agrees to provide the following consulting services to FULTON COUNTY GOVERNMENT.

Survey of Fulton County Residents

The Burruss Institute will oversee a resident survey for Fulton County to solicit opinions regarding Fulton County communication during COVID-19, use of services, and potential changes to service delivery. The survey instrument will be developed in conjunction with Fulton County to ensure the information gathered is useful and questionnaire design is sound. Communication will be conducted via video conference meetings, 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 respondent participation.

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.

Survey methodology:

The combination of telephone survey and online survey approach will yield a target of 1000 completed surveys. This will result in a 95% confidence interval with a margin of error of +/- 3.1%

Phone survey target number of completions – 700

Online survey target number of completions – 300

Wave 1: Survey invitation letters will be mailed to approximately 8,500 residents. Invitations will contain a link and a unique password for each residence. The implementation of this method will allow only that resident to complete the survey. Using this link, the respondent may also stop at any time and restart at a later time or date if desired.

Wave 2: Postcard reminders will be mailed to the same 8,500 residents.

Timeline:

The Institute will conduct the survey using the timeline below as a guide with the understanding that any delays in the first three tasks will result in corresponding delays for the remaining tasks, including delivery of the final report.

6/3/2022 – Signed agreement received by Burruss Institute at KSU Research and Service Foundation

6/21/2022 – Fulton County provide list of questions for survey

7/08/2022 – Survey instrument finalized

7/11/22 – Burruss provide electronic copy of mail invitation and reminder postcard to Fulton County for approval

7/13/2022 – Fulton County approve invitation and reminder postcard

7/18/2022 – Survey instrument programmed and available to test online

8/08/2022 – Data collection begins

11/25/2022 – Last day of data collection

12/7/2022 – Draft report provided to Fulton County

12/9/2022 – Feedback provided to Burruss

12/14/2022 – Final report provided to Fulton County

The KSU retains the right to subcontract aspects of the data collection, in part or in whole, to a third party, depending on the Burruss Institute's current workload, in order to meet project deadlines. To meet the requested deadline, the Institute may subcontract printing, mailing, or telephone services. When data collection is subcontracted to a third party, the Institute works closely with the subcontractor to make sure strict quality control guidelines are followed.