

Georgia Tech Research Corporation
Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00209

THIS AGREEMENT is made by and between GEORGIA TECH RESEARCH CORPORATION, a Georgia corporation, having principal offices at the Research Administration Building, Georgia Institute of Technology, Atlanta, Georgia, 30332-0420 ("GTRC") and City of Powder Springs, a corporation organized under the laws of the State of Georgia, having an office and place of business at:

4426 Marietta St.
Powder Springs, Georgia 30127 , ("You")

Section 1. Term and Scope of Work.

1.1 GTRC will perform the Services, described in **Exhibit A** (which is incorporated in this Agreement by reference), on **02/20/2023** ("Effective Date") and will continue until **03/31/2023**. The Services will be performed by Staff Members (employees, independent contractors, subcontractors, consultants and student assistants) of the Georgia Institute of Technology ("GIT"), a unit of the University System of Georgia.

Section 2. Payment Fixed Price Amount

2.1 You agree to pay GTRC, **\$5,943.00, Five Thousand Nine Hundred Forty Three dollars** , "Fixed Price Amount" for the agreed upon Services.

2.2 GTRC will submit its invoices to you and payment in full is due to GTRC within fifteen (15) days of receipt of invoice. If payment is not received within thirty (30) days, you will be subject to a late payment penalty of 1 1/2% per month or fraction thereof until payment is received by GTRC. You will make payments to:

Georgia Tech Research Corporation,
P. O. Box 100117,
Atlanta, Georgia 30384.

2.3 GTRC may choose to discontinue performance of the Services if you fail to pay any GTRC invoice within the time specified in Paragraph 2.2.

Section 3. Reports.

3.1 GTRC will provide you a final report summarizing the results of the Services as well as other reports as specified in Exhibit A.

Section 4. Publicity.

4.1 Each of us agrees not to authorize or commission the publication of any promotional materials containing any reference to GTRC or GIT without prior written approval from them. GTRC and GIT may, however, include your name in published listings of research sponsors. The provisions of this Section are not intended to preclude you from stating that GIT performed evaluations for you and publishing the evaluation data that GIT delivered to you. The provisions of this Section will survive any termination of this Agreement.

Section 5. Intellectual Property.

5.1 The Parties do not anticipate that any intellectual property will result from the work contemplated under this Agreement as described in Exhibit A. Should any intellectual property be generated during the course of the services the following terms shall apply:

- a. You will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright will reside in GTRC.
- b. Notwithstanding any other provision of this Agreement to the contrary, GTRC reserves an irrevocable, nonexclusive, royalty-free, nontransferable license to make and use the intellectual property assigned hereunder for educational and research and development activities practiced by GTRC and GIT.

Section 6. Publication.

6.1 GTRC and GIT may catalog and place reports of the Services in the GIT Library, and they may issue publications based on the Services and use any result not proprietary to you in their research and education programs. GTRC will give you an opportunity to review any report or publication, will not include any of your proprietary information in the report, and will upon your request withhold publication for up to one year.

Section 7. Indemnify.

7.1 To the extent allowed by law, you agree to indemnify and hold harmless GTRC, the Board of Regents of the University System of Georgia, and their employees, officers, board members and agents from and against all claims, demands, causes of action, suits, liabilities, damages, costs, fees, expenses or losses arising out of or resulting from your breach of any provision under this Agreement and from any and all use by you or your customers of the results of such research and/or intellectual property.

Section 8. Disclaimer.

8.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE DELIVERABLES AND/OR ADVICE RENDERED HEREUNDER SUIT YOUR NEEDS AND FOR ANY RESULTS OBTAINED AS A CONSEQUENCE OF THE USE OF ANY SUCH ADVICE AND/OR DELIVERABLES.

Section 9. Limitation of Liability.

9.1 The cumulative liability of GTRC to you for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, will not exceed the total amount paid to GTRC hereunder during the twelve (12) months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event will GTRC be liable for any business expense, machine downtime, loss of profits, and incidental, special, exemplary or consequential damages, or any claims or demands brought against you or your customers even if GTRC has been advised of the possibility of such claims or demands. The foregoing limitations of liability are intended to survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

Georgia Tech Research Corporation

Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00209

Page 3 of 3

Exhibit A - Service Explanation

Company: City of Powder Springs
Mailing Address: 4426 Marietta St.
Powder Springs, Georgia 30127

Project Contact: Eric Meyer
Job Title: Agency Director, Development and Infrastructure
Telephone:
Email: emeyer@cityofpowdersprings.org
Contract Value: \$5,943.00

The Enterprise Innovation Institute will perform the following:

Service Title: Powder Springs Annexation Fiscal Analysis
Scope of Service: Fiscal analysis for two (2) annexation scenarios. For both, there will be an analysis of existing value and forecast potential future value. The city will be responsible for providing detailed parcel information on the areas to be annexed including acres, class, and fair market value. For the forecast analysis, the city will need to provide the future estimated value as well.
Dates of Service: 02/20/2023 to 03/31/2023
Project Manager: Alfie Meek
Payment Schedule:

Agreement may be faxed or mailed to:

Aljah Johnson - Accounting
Attn: EI2 Service Agreements
Georgia Tech Enterprise Innovation Institute
75 Fifth Street, N.W.
Suite 300
Atlanta, GA 30308
Phone (404) 894-9454
FAX to: (404) 935-9697
Email: aljah.johnson@innovate.gatech.edu

Georgia Tech Research Corporation
Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00208

Page 1 of 3

THIS AGREEMENT is made by and between GEORGIA TECH RESEARCH CORPORATION, a Georgia corporation, having principal offices at the Research Administration Building, Georgia Institute of Technology, Atlanta, Georgia, 30332-0420 ("GTRC") and City of Powder Springs, a corporation organized under the laws of the State of Georgia, having an office and place of business at:

4426 Marietta St.
 Powder Springs, Georgia 30127, ("You")

Section 1. Term and Scope of Work.

1.1 GTRC will perform the Services, described in **Exhibit A** (which is incorporated in this Agreement by reference), on **03/01/2023** ("Effective Date") and will continue until **06/30/2023**. The Services will be performed by Staff Members (employees, independent contractors, subcontractors, consultants and student assistants) of the Georgia Institute of Technology ("GIT"), a unit of the University System of Georgia.

Section 2. Payment Fixed Price Amount

2.1 You agree to pay GTRC, **\$17,468.00, Seventeen Thousand Four Hundred Sixty Eight dollars**, "Fixed Price Amount" for the agreed upon Services.

2.2 GTRC will submit its invoices to you and payment in full is due to GTRC within fifteen (15) days of receipt of invoice. If payment is not received within thirty (30) days, you will be subject to a late payment penalty of 1 1/2% per month or fraction thereof until payment is received by GTRC. You will make payments to:

Georgia Tech Research Corporation,
 P. O. Box 100117,
 Atlanta, Georgia 30384.

2.3 GTRC may choose to discontinue performance of the Services if you fail to pay any GTRC invoice within the time specified in Paragraph 2.2.

Section 3. Reports.

3.1 GTRC will provide you a final report summarizing the results of the Services as well as other reports as specified in Exhibit A.

Section 4. Publicity.

4.1 Each of us agrees not to authorize or commission the publication of any promotional materials containing any reference to GTRC or GIT without prior written approval from them. GTRC and GIT may, however, include your name in published listings of research sponsors. The provisions of this Section are not intended to preclude you from stating that GIT performed evaluations for you and publishing the evaluation data that GIT delivered to you. The provisions of this Section will survive any termination of this Agreement.

Section 5. Intellectual Property.

5.1 The Parties do not anticipate that any intellectual property will result from the work contemplated under this Agreement as described in Exhibit A. Should any intellectual property be generated during the course of the services the following terms shall apply:

- a. You will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright will reside in GTRC.
- b. Notwithstanding any other provision of this Agreement to the contrary, GTRC reserves an irrevocable, nonexclusive, royalty-free, nontransferable license to make and use the intellectual property assigned hereunder for educational and research and development activities practiced by GTRC and GIT.

Section 6. Publication.

6.1 GTRC and GIT may catalog and place reports of the Services in the GIT Library, and they may issue publications based on the Services and use any result not proprietary to you in their research and education programs. GTRC will give you an opportunity to review any report or publication, will not include any of your proprietary information in the report, and will upon your request withhold publication for up to one year.

Section 7. Indemnify.

7.1 To the extent allowed by law, you agree to indemnify and hold harmless GTRC, the Board of Regents of the University System of Georgia, and their employees, officers, board members and agents from and against all claims, demands, causes of action, suits, liabilities, damages, costs, fees, expenses or losses arising out of or resulting from your breach of any provision under this Agreement and from any and all use by you or your customers of the results of such research and/or intellectual property.

Section 8. Disclaimer.

8.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE DELIVERABLES AND/OR ADVICE RENDERED HEREUNDER SUIT YOUR NEEDS AND FOR ANY RESULTS OBTAINED AS A CONSEQUENCE OF THE USE OF ANY SUCH ADVICE AND/OR DELIVERABLES.

Section 9. Limitation of Liability.

9.1 The cumulative liability of GTRC to you for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, will not exceed the total amount paid to GTRC hereunder during the twelve (12) months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event will GTRC be liable for any business expense, machine downtime, loss of profits, and incidental, special, exemplary or consequential damages, or any claims or demands brought against you or your customers even if GTRC has been advised of the possibility of such claims or demands. The foregoing limitations of liability are intended to survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

Georgia Tech Research Corporation

Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00208

Page 3 of 3

Exhibit A - Service Explanation

Company: City of Powder Springs
Mailing Address: 4426 Marietta St.
Powder Springs, Georgia 30127

Project Contact: Eric Meyer
Job Title: Agency Director, Development and Infrastructure
Telephone:
Email: emeyer@cityofpowdersprings.org
Contract Value: \$17,468.00

The Enterprise Innovation Institute will perform the following:

Service Title: Powder Springs Retail Analysis
Scope of Service: CEDR will provide Powder Springs an assessment to include a detailed community profile with demographic information, population trends, income levels, commuting patterns, and consumer tapestry profiles to understand the local market and spending habits. CEDR will also provide insights into local retail conditions and needs based on a detailed retail leakage analysis with the most recent available data, vacancy rates, retail demand, saturation, and absorption rates. The study will include an inventory of currently vacant and available retail properties with lease rates, purchase prices, and square footage information. Where beneficial, CEDR will compare conditions in Powder Springs with Cobb County and the State of Georgia data to illustrate the challenges and opportunities that exist.
Dates of Service: 03/01/2023 to 06/30/2023
Project Manager: Alan Durham
Payment Schedule:

Agreement may be faxed or mailed to:

Aljah Johnson - Accounting
Attn: EI2 Service Agreements
Georgia Tech Enterprise Innovation Institute
75 Fifth Street, N.W.
Suite 300
Atlanta, GA 30308
Phone (404) 894-9454
FAX to: (404) 935-9697
Email: aljah.johnson@innovate.gatech.edu

Georgia Tech Research Corporation
Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00209

Page 1 of 3

THIS AGREEMENT is made by and between GEORGIA TECH RESEARCH CORPORATION, a Georgia corporation, having principal offices at the Research Administration Building, Georgia Institute of Technology, Atlanta, Georgia, 30332-0420 ("GTRC") and City of Powder Springs, a corporation organized under the laws of the State of Georgia, having an office and place of business at:

4426 Marietta St.
Powder Springs, Georgia 30127, ("You")

Section 1. Term and Scope of Work.

1.1 GTRC will perform the Services, described in **Exhibit A** (which is incorporated in this Agreement by reference), on **02/20/2023** ("Effective Date") and will continue until **03/31/2023**. The Services will be performed by Staff Members (employees, independent contractors, subcontractors, consultants and student assistants) of the Georgia Institute of Technology ("GIT"), a unit of the University System of Georgia.

Section 2. Payment Fixed Price Amount

2.1 You agree to pay GTRC, **\$5,943.00, Five Thousand Nine Hundred Forty Three dollars**, "Fixed Price Amount" for the agreed upon Services.

2.2 GTRC will submit its invoices to you and payment in full is due to GTRC within fifteen (15) days of receipt of invoice. If payment is not received within thirty (30) days, you will be subject to a late payment penalty of 1 1/2% per month or fraction thereof until payment is received by GTRC. You will make payments to:

Georgia Tech Research Corporation,
P. O. Box 100117,
Atlanta, Georgia 30384.

2.3 GTRC may choose to discontinue performance of the Services if you fail to pay any GTRC invoice within the time specified in Paragraph 2.2.

Section 3. Reports.

3.1 GTRC will provide you a final report summarizing the results of the Services as well as other reports as specified in Exhibit A.

Section 4. Publicity.

4.1 Each of us agrees not to authorize or commission the publication of any promotional materials containing any reference to GTRC or GIT without prior written approval from them. GTRC and GIT may, however, include your name in published listings of research sponsors. The provisions of this Section are not intended to preclude you from stating that GIT performed evaluations for you and publishing the evaluation data that GIT delivered to you. The provisions of this Section will survive any termination of this Agreement.

Section 5. Intellectual Property.

5.1 The Parties do not anticipate that any intellectual property will result from the work contemplated under this Agreement as described in Exhibit A. Should any intellectual property be generated during the course of the services the following terms shall apply:

- a. You will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright will reside in GTRC.
- b. Notwithstanding any other provision of this Agreement to the contrary, GTRC reserves an irrevocable, nonexclusive, royalty-free, nontransferable license to make and use the intellectual property assigned hereunder for educational and research and development activities practiced by GTRC and GIT.

Section 6. Publication.

6.1 GTRC and GIT may catalog and place reports of the Services in the GIT Library, and they may issue publications based on the Services and use any result not proprietary to you in their research and education programs. GTRC will give you an opportunity to review any report or publication, will not include any of your proprietary information in the report, and will upon your request withhold publication for up to one year.

Section 7. Indemnify.

7.1 To the extent allowed by law, you agree to indemnify and hold harmless GTRC, the Board of Regents of the University System of Georgia, and their employees, officers, board members and agents from and against all claims, demands, causes of action, suits, liabilities, damages, costs, fees, expenses or losses arising out of or resulting from your breach of any provision under this Agreement and from any and all use by you or your customers of the results of such research and/or intellectual property.

Section 8. Disclaimer.

8.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE DELIVERABLES AND/OR ADVICE RENDERED HEREUNDER SUIT YOUR NEEDS AND FOR ANY RESULTS OBTAINED AS A CONSEQUENCE OF THE USE OF ANY SUCH ADVICE AND/OR DELIVERABLES.

Section 9. Limitation of Liability.

9.1 The cumulative liability of GTRC to you for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, will not exceed the total amount paid to GTRC hereunder during the twelve (12) months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event will GTRC be liable for any business expense, machine downtime, loss of profits, and incidental, special, exemplary or consequential damages, or any claims or demands brought against you or your customers even if GTRC has been advised of the possibility of such claims or demands. The foregoing limitations of liability are intended to survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

Georgia Tech Research Corporation

Fixed Price
Enterprise Innovation Institute
Service Agreement
Project # 00209

Page 3 of 3

Exhibit A - Service Explanation

Company: City of Powder Springs
Mailing Address: 4426 Marietta St.
Powder Springs, Georgia 30127

Project Contact: Eric Meyer
Job Title: Agency Director, Development and Infrastructure
Telephone:
Email: emeyer@cityofpowdersprings.org
Contract Value: \$5,943.00

The Enterprise Innovation Institute will perform the following:

Service Title: Powder Springs Annexation Fiscal Analysis
Scope of Service: Fiscal analysis for two (2) annexation scenarios. For both, there will be an analysis of existing value and forecast potential future value. The city will be responsible for providing detailed parcel information on the areas to be annexed including acres, class, and fair market value. For the forecast analysis, the city will need to provide the future estimated value as well.
Dates of Service: 02/20/2023 to 03/31/2023
Project Manager: Alfie Meek
Payment Schedule:

Agreement may be faxed or mailed to:

Aljah Johnson - Accounting
Attn: E12 Service Agreements
Georgia Tech Enterprise Innovation Institute
75 Fifth Street, N.W.
Suite 300
Atlanta, GA 30308
Phone (404) 894-9454
FAX to: (404) 935-9697
Email: aljah.johnson@innovate.gatech.edu