

**AGREEMENT FOR GEORGIA ECONOMIC PLACEMAKING
COLLABORATIVE GRANT PROGRAM BETWEEN GEORGIA CITIES
FOUNDATION AND THE CITY OF POWDER SPRINGS**

THIS GRANT FUNDING AGREEMENT (“Agreement”) is made and entered into by and between the City of Powder Springs, (“CITY”) and Georgia Cities Foundation, Inc. ("GCF"), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, managed and administered by the Georgia Municipal Association, Inc. (“GMA”), and is effective on the date signed by both parties (the “Effective Date”).

RECITALS

WHEREAS, CITY has applied and been approved for a reimbursement grant administered by GCF; and

WHEREAS, GCF and CITY (the "Parties") wish to enter into an Agreement pursuant to which CITY will comply with the terms of Agreement and receive the awarded grant provided by GCF.

THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GCF and CITY (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows:

1. Term

This Agreement shall start on the Effective Date and shall end December 31, 2026.

2. Grant Award and City Project

CITY has applied and tentatively been awarded a reimbursement grant of \$2,000.00 administered by GCF (“Grant”). Grant is contingent upon:

- a) CITY’s completion of CITY’s Project (“Project”) by November 30, 2026.
 - a. CITY has represented the following project: “Artist-Designed Bicycle Racks”
- b) CITY’s financial contribution (“City Contribution”) of equal to or greater than 20% (\$400) of Grant to Project.

3. City Documentation and Grant Distribution

Upon completion of CITY Project, prior to disbursement of Grant, CITY must submit photos, receipts, and an expense report documenting the project expenses sufficient in GCF’s discretion to demonstrate completion of Project and City Contribution. GCF shall within 60 days of approval of CITY documentation distribute Grant in a manner agreed to by Parties. Acceptable documentation to GCF shall include, but not be limited to, photos of Project, receipts for associated expenses, budget reports, and, if applicable, signage with associated GEPC logo.

4. Ownership and Use of Work Product

CITY shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GCF by CITY or its representatives. GCF provides similar services for other Eligible Governments, and all of them benefit by GCF's ability to re-use and repurpose its intellectual property when providing such services. Unless otherwise stated, GCF retains ownership of any intellectual property it develops in the performance of services ("Work Product") and grants CITY a permanent, non-exclusive license to use the Work Product for its intended purpose. GCF retains the rights to use Work Product developed in association with City for marketing purposes, in its discretion beneficial to GCF or GMA.

5. Confidential Information and Sensitive Personally Identifiable Information

Each party must hold the other party's Confidential Information in confidence and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information.

"Confidential Information." Confidential Information means all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked "trade secret," "confidential" or "proprietary", and which in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary. All oral disclosures of Confidential Information to the other party will be summarized and confirmed as confidential or proprietary by the disclosing party in writing within ten (10) business days of the disclosure.

These obligations do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law, or is disclosed by the disclosing party to third parties habitually without restriction on subsequent disclosure.

The Parties may use and disclose Confidential Information for the purposes of performing services under this Agreement, exercising rights under this Agreement, and associated recordkeeping.

If either Party receives a request for disclosure of the other Party's Confidential Information or sensitive personally identifiable information pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient of the open records request shall inform the other Party immediately and may make only disclosures required by law.

6. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement. To the extent permitted by law, CITY holds harmless GCF for liability for the negligence or willful misconduct of CITY, its officers, agents, employees or subcontractors arising out of this Agreement. GCF holds harmless CITY for the negligence or willful misconduct of GCF, its officers, agents, employees or subcontractors arising out of this Agreement.

7. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Parties agree to the following limitation of liability. CITY agrees that the aggregate limit of liability of GCF for any claims or damages arising under this Agreement shall be an amount equal to the Grant provided pursuant to this Agreement. In no event shall either party, or its employees, officers, subcontractors or agents, be liable to the other for any incidental, consequential, or special damages for actions or omissions in providing services or otherwise complying with this Agreement.

8. Excused Performance

Neither GCF nor CITY shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GCF is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CITY, provided however, that GCF notifies CITY in writing within ten (10) business days of discovering such delays.

9. Termination

a) Termination by GCF.

Termination for Cause. GCF shall have the right to terminate this Agreement: if CITY commits any material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the failure or other material breach and GCF's intention to terminate the Agreement unless cured.

Termination for Convenience. GCF may not terminate this Agreement for convenience.

b) Termination by CITY.

Termination for Cause. CITY shall have the right to terminate this Agreement if GCF commits any material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the material breach and CITY's intention to terminate the Agreement unless cured.

Termination for Convenience. CITY may terminate this Agreement for convenience as follows:

CITY may terminate this Agreement with 30 days written notice to GCF.

c) Effect of Termination.

Upon termination of this agreement, GCF shall not be required to provide Grant otherwise entitled to CITY pursuant to this Agreement.

d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Confidential Information

Hold Harmless

Limitation of Liability

Miscellaneous (Records Maintenance, Retention and Audit, Notices, Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries)

10. Miscellaneous

- a) Records Maintenance. GCF shall maintain all records pertaining to this Agreement for three (3) years.
- b) Assignment. Neither Party may assign this Agreement.
- c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- d) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- e) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email to the address/s supplied below. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GCF:

Georgia Cities Foundation, Inc.

c/o Mrs. Tara Bradshaw, Manager, Economic Development and Placemaking

201 Pryor Street, S.W.

Atlanta, Georgia 30303

tbradshaw@gacities.com

404-678-2671

CITY:
City of Powder Springs
c/o Pam Conner, City Manager
4484 Marietta Street
Powder Springs, Georgia 30127
pconner@powderspringsga.gov
(770) 943-1666

- f) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- g) Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be in the Superior Court of Fulton County.
- h) Dispute Resolution.
- i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of the State of Georgia.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

Georgia Cities Foundation, Inc. (GCF)

CITY OF POWDER SPRINGS

By: 

By: _____

Name: Tara Bradshaw

Name: _____

Title: Manager, Ec Dev and Placemkaing

Title: _____

Date: 1/30/2026

Date: _____

REVIEWED

By Ryan Bowersox at 3:44 pm, Jan 29, 2026