

GRANT AGREEMENT

WITH

[GRANTEE NAME]

FY 20[XX] TIRE PRODUCTS GRANT

PROJECT: [AGREEMENT NUMBER]

This agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (the “Effective Date”), by and between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (“Division”), and [Grant Grantee Name] (“Grantee”). Grantee and the Division are collectively referred to herein as the “Parties.”

WHEREAS, the Division is interested in reducing solid waste in Georgia and recovering valuable materials through recycling, waste reduction, and/or diversion; and

WHEREAS, the Division is interested in encouraging the use and market development of tire-derived products and research for scrap tire innovations; and

WHEREAS, pursuant to the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq.* (“Act”) and the rules promulgated in support the Division is authorized to assist eligible Georgia government entities with grants for the purposes as described in the Act; and

WHEREAS, Grantee represents to the Division that Grantee is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the Parties mutually agree as follows:

1. **Project**. The Grantee shall conduct the work described in the scope of services identified in the attached Appendix A and by this reference made a part hereof (hereinafter, the “Project”).
2. **Term; Time of Performance**.
 - a. The term (“Term”) of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the tasks in the Project, not to exceed 24 months from the Effective Date, unless earlier terminated by the Division in accordance with the provisions of Paragraph 6 of this Agreement.
 - b. Grantee must commence performance of the Project within 30 days of the Effective Date and must complete the Project in accordance with the timeline described therein.
 - c. The Division may elect to extend the Term of this Agreement, in which case the

Parties will execute an amendment to this Agreement.

3. **Grant and Acceptance.**

- a. The Division hereby makes and Grantee hereby accepts this grant for the Project (“Grant”) in the amount of [**\$ amount written**], [(\$XXX)] (“Grant Amount”) to carry out the Project in accordance with the terms and conditions of this Agreement.
 - i. Notwithstanding any other provision of this Agreement, the Grantee acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State’s credit.
 - ii. Grantee must expend or contractually obligate the full amount of the Grant Amount on or before the expiration of the Term; after expiration of the Term Grantee may not expend or obligate contractually the unencumbered Grant Amount.
 - iii. The Grantee will contribute a minimum of [XX]% of the total project cost in in-kind services and a minimum cash contribution of [**\$ amount written**], [(\$XXX)] (“Match”) toward the Project.
 - iv. Grantee has already obtained or otherwise received commitments for the Match funding for the Project.
- b. The Grantee agrees that the Grant Amount will be spent pursuant to the breakdown set forth in the Project and pursuant to the terms of this Agreement and will not be used for expenses already incurred or paid for by Grantee before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Division.
- c. The budget for the Project is set forth in Appendix A. Grantee must notify the Division within 15 days of any changes to the budget for the Project that may result in the reduction and/or elimination of some or all of the Match or the Grant Amount.

4. **Method of Disbursement.** Division will disburse the Grant Amount to Grantee not to exceed the amount described in Paragraph 3, and in accordance with the terms described in this Paragraph:

- a. Disbursement will only be made to Grantee to reimburse Grantee for expenditures made for the Project as described in Appendix A: Scope of Work; and
- b. No disbursement will be made to Grantee for any work completed prior to the Effective Date, even if in furtherance of the Project; and
- c. Grantee must submit a disbursement request on forms as provided by the Division along with invoices and proof of payment made by Grantee for the Project and identification of any Match used. Disbursement request forms may be submitted as needed, provided, however, that they may not be submitted more than once every thirty (30) days; and

- d. The Grantee shall certify in writing the accuracy of each disbursement request. Each disbursement request shall constitute a representation and warranty by the Grantee to the Division that the covenants and warranties made by Grantee in this Agreement are true and accurate on the date of the disbursement request. All invoices submitted by the Grantee must show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All disbursement requests should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division; and
 - e. The Division will review any disbursement request within forty-five (45) days of receipt. Disbursement will be made upon determination by the Division that the Project elements described and invoices included with the disbursement request are sufficient. If the Division, in its sole discretion, determines that all or part of a disbursement request cannot be made in accordance with the terms of this Agreement, such request or portion of the request shall not be reimbursed.
5. **Grant Funding.** If the Division determines that the source of funding for the Grant or Grant Amount no longer exists or is insufficient with respect to the Project, the Division shall terminate this Agreement in accordance with the provisions of Paragraph 6.
 - a. The determination of the Division that the funding for the Grant is no longer available or sufficient shall be conclusive.
 - b. The Division shall provide notice in writing to Grantee as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the Project.
 - c. In the event of such termination, the Division shall remain obligated to reimburse the Grantee for eligible Project expenses performed or incurred and accepted by the Division prior to such termination.
6. **Termination of Agreement.**
 - a. **For Cause.** If, through any cause other than force majeure, the Grantee shall fail to perform its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division may terminate this Agreement specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
 - b. **For Convenience.** Either Party may terminate this Agreement at any time for good reason by giving at least thirty (30) days written notice to the other Party of such termination and specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
7. **Copyrights and Documents.** Grantee shall be the original and sole owner of all rights, including without limitation copyright, in and to all documents, maps, photographs, drawings

and other materials produced or derived in whole or in part under this Agreement and paid for solely by Grantee (“Materials”).

- a. Grantee hereby grants Division a perpetual, irrevocable, world- wide, royalty-free, fully paid-up, non-exclusive license under any copyrights and know- how, data, findings, results and discoveries concerning the Materials so as to allow Division to conduct further research, apply for and obtain further funding and to publish or otherwise disclose the results of the Project and the Material through customary regulatory and scholarly outlets.
 - b. Division shall have the right to use the Materials resulting from Grantee’s efforts on this Agreement. Division acknowledges that the reuse of any such Materials by Division on any extension of this project or any other project shall, except for the obligations of Grantee, be at Division’s sole risk unless otherwise agreed to in writing by all Parties.
 - c. Any reports, maps, signage or other documents completed as a part of this Agreement shall include recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block):

“The preparation of this report, map, document, project, etc., was financed through a grant from the Georgia Environmental Protection Division.”
 - d. Division’s said license and rights and Grantee’s said rights shall not be affected or revoked by the termination provisions of Paragraph 6 of this Agreement.
8. **Grantee’s Warranties and Covenants.** The Grantee warrants and covenants to the Division all of the following:
- a. The entirety of the Project shall be carried out in accordance with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Georgia Rules for Solid Waste Management (Rules) and the Georgia Comprehensive Solid Waste Management Act (Act).
 - b. The Grantee will obtain, will modify as needed, and/or will operate in compliance with any required permits issued by the Division to address the handling of the recovered materials or solid waste pursuant to the Project.
 - c. The Project will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by such entities and with sound principles commonly used by similar professionals under similar circumstances and further warrants that the Project will be performed as intended and described in Appendix A.
 - d. All information contained in its grant application was, as of the date the grant application, and will remain, until the termination of this agreement, complete, accurate and correct in every way, and that the Grantee is not aware of any circumstances that may cause any information included in the grant application to become incorrect or otherwise change the scope of the Project subsequent to the

Effective Date.

- e. It has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.
- f. It has, or will secure, all personnel required in performing the Project. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - i. The Project will be performed by the Grantee or under its supervision, and all the personnel engaged by the Grantee to perform the Project shall be fully qualified and shall be authorized under state and local law to perform the same.
 - ii. The Division, or its authorized representatives, shall have the right to enter into the premises of Grantee and/or all subcontractors, or any places where the Project is being performed, to inspect, monitor, or otherwise evaluate the performance of the Project.

9. **Miscellaneous Provisions.**

- a. **Taxes.** The State is exempt from Federal Excise Taxes and from State and Local Sales and Use Taxes. The Grantee will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.
- b. **Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Grantee (the “Materials”) in the performance of this Agreement shall be governed by the Georgia Open Records Act. The Division expressly acknowledges and agrees that Grantee is an “agency” as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Grantee shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
- c. **Assignability.** Grantee shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder to any party other than the Grantee.
- d. **Interest of Agreement.** The Grantee hereby attests that it and all of the officials of the Grantee have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.
- e. **Division Intellectual Property.** The Grantee agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference,

without the express prior written consent of the Division.

- f. **Right to Audit and Access to Records.** The Grantee shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all expenditures related to the Project throughout the term of the Agreement for a period of at least five (5) years following the date of final disbursement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Grantee shall permit the Auditor of the State of Georgia or any authorized representative of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Grantee relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Grantee shall not impose a charge for audit or examination of the Grantee's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Grantee for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- g. **Entire Agreement; Modification.** This Agreement represents the sole and complete understanding of the terms of the Agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both Parties. Any changes in the scope and/or duration of this Agreement shall be mutually agreed upon by and between the Division and the Grantee in a writing executed in accordance with this Paragraph.
- h. **Liability.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- i. **No Indemnification; Waiver.** Grantee acknowledges that the Division is an agency of the State of Georgia and is prohibited from indemnifying Grantee or any other parties. The Grantee waives, releases, relinquishes, and discharges any and all claims or demands against Grantee or contractors of Grantee for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Grantee or contractors of Grantee and even if the Grantee knew the existence of such claims.
- j. **Applicable Law.** The Parties agree that this Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- k. **No Waiver.** The failure of the Division or Grantee at any time to require

performance by the other party of any provision hereof, shall in no way affect the right of the Division or Grantee thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of the Division or Grantee to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Agreement itself.

1. **Binding Authority.**

- i. The Division warrants that the Director has the authority to bind the Division.
- ii. Grantee's signatory(ies) warrant that it is fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Grantee to execute this Agreement and to bind the Grantee thereto.

m. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Parties agree that any electronic signatures on this Agreement hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*

n. **Severability.** If any one or more of the provisions of this Agreement are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

o. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic mail to the contacts as follows:

If to the Division:
Georgia Environmental Protection Division
Recovered Materials Unit
4244 International Parkway
STE 104
Atlanta, GA 30354
SWTF.Grant@dnr.ga.gov

If to Grantee:
[Grantee Point of Contact Name]
[Grantee Point of Contact Title]
[Grantee Name]
[Address]
[Grantee Point of Contact Phone Number]
[Grantee Point of Contact Email]

IN WITNESS WHEREOF the Division and the Grantee have executed this Agreement as of the date of the last signature hereunder.

**The Environmental Protection Division of
the Department of Natural Resources,
State of Georgia**

[Grantee Name]

Jeffrey W. Cown
Director
Date:

Print name:
Title:
Date:

DRAFT