

GRANT AGREEMENT

WITH

CITY OF POWDER SPRINGS

FY 2023 RECYCLING, WASTE REDUCTION, AND DIVERSION GRANT

PROJECT: 23-RWD-033-01

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 **City of Powder Springs** (“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, 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

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,

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

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 be 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:
Eric Meyer
Agency Executive Director
City of Powder Springs
4484 Marietta Street
Powder Springs, 30127
770-943-1666, ext. 350
emeyer@cityofpowdersprings.org

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**

City of Powder Springs

Richard E. Dunn
Director
Date:



Print name: Albert Thurman
Title: Mayor
Date: 1/3/23

Approved as to form:



City Attorney

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

47545
Federal Work Authorization User Identification Number
City of Powder Springs
Name of Contractor
City of Powder Springs
Name of Public Employer

01/03/23
Date of Authorization
FY23 Recycling, Waste Reduction & Diversion
Name of Project
23-RWD-033-01

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan. 3rd, 2023 in Powder Springs (city), GA (state).

Albert Thurman
Signature of Authorized Officer or Agent
Albert Thurman, Mayor
Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 3rd DAY OF JAN, 2023.
Kelly Axt
NOTARY PUBLIC
My Commission Expires: 6/30/25

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47545
Federal Work Authorization User Identification Number

08/31/2007 *Scarlett Fuller*
Date of Authorization 01/09/2023

City of Powder Springs
Name of Contractor
Georgia Department of Natural Resources
Scarlett Fuller
01/09/2023

FY23 Recycling, Waste Reduction & Diversion
Name of Project
23-RWD-033-01

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan. 3rd, 2023 in Powder Springs, GA (state).

Albert Thurman
Signature of Authorized Officer or Agent

Albert Thurman, Mayor
Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 3rd DAY OF JAN, 2023.

Kelly Axt
NOTARY PUBLIC
My Commission Expires: 6/30/25

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Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____