

AGREEMENT

by and between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

[ENTER LEGAL NAME OF GRANT RECIPIENT]

for

TIME TASK FORCE GRANT

THIS AGREEMENT (“Agreement”) is awarded and entered into on _____ (“Effective Date”), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (hereinafter referred to as “DEPARTMENT”), and the **[ENTER LEGAL NAME OF GRANT RECIPIENT]** (hereinafter referred to as “GRANTEE” or “LOCAL GOVERNMENT”), hereinafter sometimes collectively referred to as the “Parties”.

WHEREAS, GRANTEE applied for and was awarded the TIME Task Force Grant on **[ENTER AWARD DATE]**; and

WHEREAS, TIME Task Force is a program made up of public and private incident responders whose mission is to develop and sustain a state-wide incident management program to facilitate the safest and fastest roadway clearance, lessening the impact on emergency responders and the traveling public; and

WHEREAS, the purpose of the TIME Task Force Grant program is to award funding to eligible local governmental agencies responsible for responding to and mitigating traffic incidents within the State of Georgia for the acquisition of needed equipment to enhance traffic incident management; and

WHEREAS, the TIME Task Force has designated the DEPARTMENT as the administrator of the TIME Task Force Grant funds; and

WHEREAS, the DEPARTMENT and GRANTEE agree that the awarded grant funds will be used to purchase eligible equipment for use in connection with its traffic mitigation activities.

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed by and between the DEPARTMENT and GRANTEE that:

- A. GRANTEE shall use the Grant Award to purchase the equipment listed in Exhibit A, *Description of Approved Equipment*, for the sole purpose of maintaining its traffic incident management activities on the State of Georgia’s roadways. The awarded grant funds shall not be expended to procure equipment item(s) other than those listed in Exhibit A without the DEPARTMENT’s prior written approval.
- B. GRANTEE understands and agrees that the equipment procured with the grant funds awarded in the amount set forth in Section E of this Agreement (“Grant Award”) shall be used only in the ordinary conduct of its business by qualified employees, servants and agents of GRANTEE and in

accordance with all applicable operating instructions and applicable requirements for said equipment.

- C. The DEPARTMENT reserves the right to demand the return of the Grant Award if it determines that such action is necessary: (1) because GRANTEE has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of the TIME Task Force Grant; or, (3) to comply with any law or regulation applicable to GRANTEE, the DEPARTMENT, TIME Task Force, or this grant.

D. **Term and Termination.**

1. **Term.** This Agreement shall commence on the Effective Date and shall expire twelve (12) months thereafter (“Grant Period”), unless earlier terminated. GRANTEE must complete its acquisition of eligible equipment described in Exhibit A pursuant to Section F of this Agreement. Grant Award funds not expended in accordance with Section F of this Agreement shall be forfeited by GRANTEE and returned to the DEPARTMENT.
2. **Termination.** The DEPARTMENT reserves the right to terminate this Agreement for cause or for convenience upon thirty (30) calendar days advance written notice to the GRANTEE. Upon termination, GRANTEE shall be required to return the Grant Award to the DEPARTMENT within the timeframe so determined by the DEPARTMENT in the written notice of termination.

E. **Grant Award Amount and Disbursement.**

1. **Grant Award Amount.** It is agreed that the DEPARTMENT’s obligation for the purchase of eligible equipment item(s) described in Exhibit A of this Agreement by GRANTEE shall not exceed [SPELL OUT DOLLAR AMOUNT] (\$XXX,XXX.XX).
2. **Disbursement.** The DEPARTMENT shall disburse the Grant Award to GRANTEE within thirty (30) business days from the Effective Date of this Agreement.

F. **Purchasing Requirements.**

1. GRANTEE shall make the eligible equipment purchase(s) and submit the requisite documentation for the transaction(s) to the DEPARTMENT within one-hundred eighty (180) calendar days of receipt of the grant funds. Failure to do so shall be grounds for the DEPARTMENT to terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award. GRANTEE understands and agrees that it shall comply with such demand and return the disbursed Grant Award within the time period specified by the DEPARTMENT. In the event, GRANTEE cannot make the purchase within the period set forth in this Section F.1., GRANTEE shall issue a written notice to GDOT prior to expiry of this time period, explaining the reason for the delay and requesting an extension of time, not to exceed the Term of this Agreement. The DEPARTMENT will, in its sole discretion, approve or deny the request.
2. In the event there is a fluctuation in the unit price for one or more of the eligible equipment item(s) that impacts the quantity/ies set forth in Exhibit A (whether a reduction in quantity or opportunity for GRANTEE to increase quantity), GRANTEE shall immediately notify the DEPARTMENT in writing. The notification shall be in the form of the chart found in Exhibit A and must include the unit price change and adjusted quantity for each affected

eligible equipment item. GRANTEE must receive prior written approval of the requested adjustment from the DEPARTMENT prior to purchase(s).

3. GRANTEE may request additional time to procure the equipment listed in Exhibit A by written request to the DEPARTMENT for approval. The written request must be received by the DEPARTMENT no later than 30 calendar days prior to the time allotted in Section F.1. of this Agreement for the eligible equipment purchase. Under no circumstances shall the DEPARTMENT-approved extension exceed the Grant Period.
4. GRANTEE understands and agrees that it shall not use the Grant Award to finance an eligible equipment purchase that is greater than the Grant Award amount.
5. The Grant Award shall not be used to pay for eligible equipment that was acquired prior to the Effective Date of this Agreement. In such an instance, the DEPARTMENT will terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award from GRANTEE.
6. GRANTEE understands and agrees that the total cost of the eligible equipment purchased shall not exceed the Grant Award amount. In the event the total purchase amount is less than the Grant Award, GRANTEE shall return any remaining funds to the DEPARTMENT in accordance with Section G of this Agreement.
7. Any sales and use tax, federal excise tax, and/or any assessed fees associated with the shipment or delivery of the purchased eligible equipment shall be the responsibility of GRANTEE.
8. Failure to comply with the purchasing requirements, standards and conditions set forth in this Agreement shall be grounds for termination and demand from the DEPARTMENT for the immediate return of the full amount of the Grant Award.

G. Grant Closeout Procedures.

1. GRANTEE shall submit documentation to the DEPARTMENT evidencing the purchase(s) of the eligible equipment (Exhibit A) in accordance with Section F of this Agreement. The documentation to be submitted shall, at a minimum, include the invoice and purchase order for each transaction and documentation showing payment was remitted.
2. The DEPARTMENT will review the submitted documentation and, upon approval, will close out the Grant Award under this Agreement. If the actual cost of the eligible equipment (not including sales tax, delivery fee, or any other fees) is less than the Grant Award, GRANTEE shall reimburse the DEPARTMENT the difference between the Grant Award amount and actual cost of the eligible equipment purchase(s). The DEPARTMENT reserves the right to pursue any legal remedy available to it for GRANTEE's failure to remit reimbursement to the DEPARTMENT.

H. Responsibility for Claims and Liability.

1. GRANTEE shall be responsible for any claim, damage, loss, or expense that is attributable to any negligent acts, errors, or omissions related to the acquisition and operation of the eligible equipment procured under this Agreement.

2. To the extent allowed by law, GRANTEE hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with or resulting from the activities or resulting activities under this Agreement, except to the extent caused by an Indemnitees.

I. **Maintenance of Cost Records.** GRANTEE shall maintain all documents, papers, accounting records and other evidence pertaining to the acquisition of the eligible equipment, and shall make such material available at all reasonable times during the period of this Agreement and for five (5) years from the day the grant is closed out pursuant to Section G of this Agreement. Furthermore, the Grantee understands that it is subject to, and shall comply with, the Georgia Open Records Act at O.C.G.A. § 50-18-70 et seq.

J. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or email immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: [Redacted]
Email: [Redacted]
Phone: [Redacted]

If to **Enter Agency Name:** [Redacted]
[Redacted]
ATTN: [Redacted]
Email: [Redacted]
Phone: [Redacted]

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

K. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.

L. **Compliance with Applicable Laws.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of GRANTEE, that:

1. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full and will not be violated in any respect throughout the term of the Agreement.
2. It shall comply with and shall require its contractors/suppliers to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR Part 200. Further, it shall comply and shall require its contractors/suppliers to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
3. It shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. §§ 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. §§ 34-5-1 et seq.).
4. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency.
5. Pursuant to O.C.G.A. §§ 50-5-85, it is not currently engaged in, and agrees that for the duration of this Agreement, will not engage in a boycott of Israel.
6. The GRANTEE acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.

M. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A Description of Approved Equipment

Appendix A *Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation Certification*

N. **Miscellaneous.**

1. **Assignment.** This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. **Interpretation.** The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party's benefit, or

the party enjoyed a superior bargaining position.

4. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. Non-Waiver: No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
6. Time of the Essence: All time limits stated herein are of the essence of this Agreement.
7. Preamble, Recitals and Exhibits: The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
8. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
9. Governing Law. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.
10. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either party's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
11. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
12. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
13. The GRANTEE acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating

to “Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation” as stated in Appendix A of this Agreement.

14. Authority/Signature. The individual signing this Agreement on behalf of each Party represents that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
15. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

[Signatures on the following page.]

IN WITNESS WHEREOF, said Parties have hereunto set their hand the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

[ENTER FULL LEGAL NAME OF GRANTEE]

BY: _____
Commissioner
Date Signed: _____

BY: **SAMPLE - DO NOT SIGN OR SUBMIT**
Name: _____
Title: _____
Date Signed: _____

ATTEST:

Subscribed and sworn before me on this ____ day of
_____, 20____

Treasurer
Date Signed: _____

SAMPLE - DO NOT SIGN OR SUBMIT

Notary Public

My Commission expires: _____

FEIN: _____

EXHIBIT A

DESCRIPTION OF APPROVED EQUIPMENT

SAMPLE

**APPENDIX A:
CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Government, certifies that the Local Government:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Government shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

SAMPLE – DO NOT SIGN OR SUBMIT

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SAMPLE