

disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Amended Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Amended Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Amended Grant Agreement, as modified, enforceable, and the remainder of this Amended Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 3. Warranties

### 3.1 E-Verify

Grantee, by signing this Amended Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Amended Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund claims made under this Amended Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate