

## ATTACHMENT A

### STATE AND FEDERAL TERMS

The following terms and conditions are acknowledged and accepted by the Parties to this Agreement (collectively hereinafter referred to as the "Recipients"):

1. Drug-free Workplace. Recipients hereby certify as follows:
  - a. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
  - b. Recipients will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
    - i. If a Recipient has more than one employee, then Recipient shall provide for such employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
    - ii. Recipients will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Recipients), (Subcontractor's Name) certifies to Recipient that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
    - iii. A Recipient may be suspended, terminated, or debarred if it is determined that:
      1. A Recipient has made false certification here in above; or
      2. A Recipient has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).
2. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

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If any Recipient, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Recipient may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- a. If the Recipient is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
  - i. the Recipient has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - ii. the Recipient has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - iii. Upon request by the State, the Recipient will provide documentation substantiating the completion of sexual harassment training.
- b. If the Recipient has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Recipient certifies that:
  - i. the Recipient will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - ii. the Recipient has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - iii. Upon request of the State, the Recipient will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
3. Certification Regarding Sales and Use Tax. By executing the Agreement, the Recipient certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a

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“retailer” as defined in O.C.G.A. Section 48-8-2. The Recipient also acknowledges that the State may declare the Agreement void if the above certification is false. The Recipient also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

4. Compliance with O.C.G.A. § 50-20-1 et seq. Recipients certify that they are not a non-profit organization as defined in O.C.G.A. § 50-20-2 and is thus not subject to the reporting, auditing, or other requirements of this chapter.
5. Compliance with the Davis-Bacon Act.
  - a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Recipients shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
  - b. Recipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
  - c. Additionally, Recipients are required to pay wages not less than once a week.
6. Compliance with the Copeland “Anti-Kickback” Act.
  - a. Subrecipient. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - b. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.
  - c. Breach. A breach of the Agreement clauses above may be grounds for termination of the contract, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12.
7. Compliance with the Contract Work Hours and Safety Standards Act.
  - a. *Overtime requirements.* No Recipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section Recipients and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Recipients and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

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liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. *Withholding for unpaid wages and liquidated damages.* GEMA/HS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Recipients or subcontractor under any such contract or any other Federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Recipient, such sums as may be determined to be necessary to satisfy any liabilities of such Recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
  - d. *Subcontracts.* Recipients or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
8. Time and Material Contracts. To the extent this Agreement includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Recipients exceed at their own risk.
  9. Clean Air Act.
    - a. Recipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    - b. Recipients agree to report each violation to GEMA/HS and understands and agrees that GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (“EPA”) Regional Office.
    - c. Recipients agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  10. Federal Water Pollution Control Act.
    - a. Recipients agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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- b. Recipients agree to report each violation to GEMA/HS and understand and agree that the GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
- c. Recipients agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 11. Debarment and Suspension.

- a. Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- b. Recipients must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction they enters into.
- c. This certification is a material representation of fact relied upon by GEMA/HS and the State of Georgia. If it is later determined that Recipients did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/HS, the State of Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. Recipients certify that Recipients and/or any of their subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

### 12. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Recipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- a. Required Certification. If applicable, Recipients must sign and submit to the non-federal entity the following certification.
- b. **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**



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### 13. Procurement of Recovered Materials.

- a. In the performance of this contract, Recipients shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - ii. Meeting Agreement performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. Recipients also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

### 14. Access to Records. The following access to records requirements apply to this contract:

- a. Recipients agree to provide GEMA/HS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Recipients which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Recipients agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Recipients agree to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, Recipients acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Recipients will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Recipients, or any other party pertaining to any matter resulting from the Agreement.

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17. Program Fraud and False or Fraudulent Statements or Related Acts. Recipients acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Recipients' actions pertaining to this Agreement.

18. DHS Access.

- a. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- b. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- e. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipient should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security  
The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

19. DHS Administrative Requirements, Cost Principles, Representations and Certifications.

- a. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. Subrecipients must provide information as needed by Recipient to adhere to this requirement.
- b. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and

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adopted by DHS at 2 C.F.R. Part 3002. Subrecipients must provide information as needed by Recipient to adhere to this requirement.

- c. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance. Subrecipient(s) may not behave contrary to any of Recipient's policies made in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance, during the term of this Agreement.

20. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

- a. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
  - i. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
  - ii. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
  - iii. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
  - iv. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
  - v. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civilrightsresources-recipients-dhs-financial-assistance>.

21. Acknowledgement of Federal Funding from DHS. Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

22. Activities Conducted Abroad. Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

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23. Age Discrimination Act of 1975. Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
24. Americans with Disabilities Act of 1990. Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
25. Best Practices for Collection and Use of Personally Identifiable Information.
  - a. Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
  - b. Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
26. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
  - a. Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
  - b. Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
    - i. Award number,
    - ii. Name of PI or Co-PI being reported,
    - iii. Awardee name,
    - iv. Awardee address,
    - v. AOR name, title, phone, and email address,
    - vi. Indication of the report type:
      1. Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.

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2. Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
3. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

c. Definitions.

- i. An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
  - ii. “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
  - iii. A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
  - iv. “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
  - v. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.
27. Civil Rights Act of 1964 – Title VI. Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. As recipients of a federal award from the Federal Emergency Management Agency (FEMA), the Recipients must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.
28. Civil Rights Act of 1968. Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes

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the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.).

29. Copyright. Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
30. Duplicative Costs. Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
31. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX. Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
32. Energy Policy and Conservation Act. Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
33. Equal Treatment of Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith- based organizations in individual DHS programs.
34. Anti-Discrimination. Recipients must comply with all applicable Federal anti-discrimination laws material to the government’s payment decisions for purposes of 31 U.S.C. § 372(b)(4).

a. Definitions. As used in this clause –

- i. DEI means “diversity, equity, and inclusion.”
- ii. DEIA means “diversity, equity, inclusion, and accessibility.”
- iii. Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

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- iv. Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
  - v. Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.
- b. Grant award certification.
- i. By accepting the grant award, recipients are certifying that:
    - 1. They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
    - 2. They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
    - 3. They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.
  - c. DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or his or her designee determines that the recipient has violated any provision of subsection (b).
  - d. Upon suspension or termination under subsection (c), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
35. Executive Order 14305, Restoring American Airspace Sovereignty To the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this grant are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.
36. False Claims Act and Program Fraud Civil Remedies. Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
37. Federal Debt Status. All Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

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38. Federal Leadership on Reducing Text Messaging while Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
39. Fly America Act of 1974. Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
40. Hotel and Motel Fire Safety Act of 1990. Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
41. John S. McCain National Defense Authorization Act of Fiscal Year 2019. Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
42. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
43. Lobbying Prohibitions. Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
44. National Environmental Policy Act. Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (“NEPA”) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality “(CEQ)” Regulations for

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Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

45. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254
- a. Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
    - i. cybersecurity;
    - ii. foreign travel security;
    - iii. research security training; and
    - iv. export control training, as appropriate.
  - b. Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”
46. Non-Supplanting Requirement. Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
47. Notice of Funding Opportunity Requirements. All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (“NOFO”) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
48. Patents and Intellectual Property Rights. Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
49. Presidential Executive Orders. Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
50. Procurement of Recovered Materials. States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2

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C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

- a. In the performance of this Agreement, Recipients shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA. Recipients also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

### 51. Prohibition On Contracting for Covered Telecommunications Equipment or Services.

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- b. Prohibitions.
  - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - ii. Unless an exception in paragraph c of this clause applies, Recipients and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

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services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Recipients from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
  - a. Are not used as a substantial or essential component of any system; and
  - b. Are not used as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event Recipients identify covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Recipients are notified of such by a subcontractor at any tier or by any other source, Recipients shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. Recipients shall report the following information pursuant to paragraph 4.a of this clause:

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1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  2. Within ten (10) business days of submitting the information in paragraph d.ii.1. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Recipients shall describe the efforts they undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. Recipients shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.
52. Domestic Preferences for Procurements.
- a. As appropriate and to the extent consistent with law, Recipients should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
  - b. For the purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber
53. Build America, Buy America Act (BABAA). The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see Programs and Definitions: Build America, Buy America Act | FEMA.gov (<https://www.fema.gov/grants/policyguidance/build-america-buy-america-act>).
- a. Architectural and/or Engineering Contracts. Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

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- b. Recipients and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to GEMA/HS with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Recipients and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Recipients and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.
- c. For FEMA financial assistance programs subject to BABAA, Recipients and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the Recipients; Recipients submit to GEMA/HS) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

### BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Recipient] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the FIFA World Cup Grant Program (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Recipient, Fulton County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In

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addition, Recipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Robert Pitts

*Robert Pitts*

Signature of Recipient's Authorized Official

Robert Pitts Chairman

Name and Title of Recipient's Authorized Official

05/15/2026 | 11:21 AM EDT

#26-0204 Date: 04/15/2026

Date

54. Rehabilitation Act of 1973. Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

55. Reporting Recipient Integrity and Performance Matters. If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

56. Reporting Subawards and Executive Compensation. For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

57. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

a. Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for

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determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
  - b. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
  - c. *Waivers*. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.
    - i. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
      - 1. applying the domestic content procurement preference would be inconsistent with the public interest;
      - 2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
      - 3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
    - ii. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
    - iii. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure, available on FEMA's website at: <https://www.fema.gov/grants/policy-guidance/buy-america>.
  - d. Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.
58. SAFECOM. Recipients receiving federal awards made under programs that provide emergency communication equipment and their related activities must comply with the SAFECOM Guidance

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for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

59. Subrecipient Monitoring and Management. Recipients must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
60. System for Award Management and Unique Entity Identifier Requirements. Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
61. Termination for Convenience. Following thirty (30) days' written notice, GEMA/HS may terminate the Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Subrecipient.
62. Termination of a Federal Award.
  - a. FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:
    - i. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
    - ii. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
    - iii. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
      1. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
      2. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
      3. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
      4. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
      5. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or



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- h. Effects of Suspension and Termination. The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
63. Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
64. Trafficking Victims Protection Act of 2000 ("TVPA"). Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
65. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56. Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act"), which amends 18 U.S.C. §§ 175–175c.
66. Use of DHS Seal, Logo and Flags. Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
67. Whistleblower Protection Act. Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 10 U.S.C. § 4701, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
68. Minority, Women, and Other Business Enterprise Outreach Program. It is the policy of the GEMA/HS to provide minority business enterprises, women business enterprises, veteran-owned businesses, and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction, and personal services. When possible, Recipients agree that, to the extent subcontractors are utilized, Recipients shall use small, minority, women-owned, veteran-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable as required by 2 C.F.R. § 200.321(b)(1)-(5) and shall take the affirmative steps as set forth in 44 C.F.R. § 13.36(e).
69. Recording and Documentation of Receipts and Expenditures. Recipients' accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

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70. Environmental Planning and Historic Preservation (EHP) Review. DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
71. Applicability of DHS Standard Terms and Conditions to Tribal Nations. The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
72. Acceptance of Post Award Changes. In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) for any questions.
73. Disposition of Equipment Acquired Under the Federal Award. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section

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200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

74. Prior Approval for Modification of Approved Budget. Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. Section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
75. Indirect Cost Rate. 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
76. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification. In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
77. Summary Description of Award. The purpose of the FY 2026 FWCGP is to enhance security and preparedness for the 2026 FIFA World Cup events in the United States. This standalone grant program supports the safe execution of the largest sporting event in history, co-hosted with Canada and Mexico, which is expected to attract over five million international visitors and generate tens of billions of dollars in economic activity across 11 U.S. host cities over 38 days. The program addresses significant security challenges, with all 78 U.S.-based matches designated as Special Event Assessment Rating (SEAR) I and II events, building on historical federal support for major events like the Olympics. This FWCGP award consists of funding in the amount of \$73,390,940.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration.
78. Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS). As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds

## STATE AND FEDERAL TERMS

may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

79. Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al. Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the "Anti-Discrimination" Agreement Article will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.
80. Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al. Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive Orders" will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.
81. Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al. Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive Orders" will immediately become effective. As stated in the

## STATE AND FEDERAL TERMS

Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

82. Non-Applicability of Specific Agreement Articles. Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award This provision is consistent with the terms of the Notice of Funding Opportunity which state that Paragraphs C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025DHS Standard Terms and Conditions do not apply to this award.
83. Expedited Review of Amendments. For any amendment submitted by the Host City Committee Task Force that requires prior approval by the State government pass-through entity under 2 CFR part 200, the pass-through entity must take action on that request within 10 business days and report the request and change to FEMA.
84. Reducing Pass-Through Time. Notwithstanding the 45 day pass-through requirement in the NOFO, FEMA recognizes the urgency in which the grant’s stakeholders require access to the funding to enhance the security and preparedness for the 2026 World Cup events in the United States, the recipient must pass-through 100% of funds to the Host Committee Task Force subrecipients within ten (10) business days after receipt of the funds in a manner that is otherwise consistent with the requirements described within the FWCGP NOFO.
85. Award Compliance Hold. Please note that FEMA may reinstate budget or program funding holds if submitted documentation is incomplete or inconsistent with program requirements. All costs charged to the federal award remain subject to FEMA review and must comply with the terms and conditions of the award. If issues arise, we will notify you promptly and work with you to resolve them.
86. Preparedness Grants Manual. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual. Notwithstanding the references to the Preparedness Grants Manual on the first page of the Award Letter, only the portions of the Preparedness Grants Manual specifically referenced in the Notice of Funding Opportunity apply to this grant.
87. Equal Employment Opportunity. If this Agreement constitutes a “federally assisted construction contract” as defined in 41 C.F.R. §60-1.3, during the performance of this Agreement, Recipients agree as follows:
  - a. Recipients will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Recipients will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

## STATE AND FEDERAL TERMS

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Recipients agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Recipients will, in all solicitations or advertisements for employees placed by or on behalf of Recipients, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Recipients will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- d. Recipients will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Recipients' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Recipients will comply with all provisions of Executive Order ("E.O.") 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Recipients will furnish all information and reports required by E.O. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Recipients' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Recipients may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Recipients will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 of September 24, 1965, so that such provisions will be binding

## STATE AND FEDERAL TERMS

upon each subcontractor or vendor. Recipients will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Recipients becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Recipients may request the United States to enter into such litigation to protect the interests of the United States.

Recipients further agree that they will be bound by the above equal opportunity clause with respect to their own employment practices when they participate in federally assisted construction work: Provided, That if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Recipients agree that they will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that they will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that they will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Recipients further agree that they will refrain from entering into any agreement or agreement modification subject to E.O. 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the E.O. and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the E.O.. In addition, Recipients agree that if they fail or refuse to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipients under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Recipients; and refer the case to the Department of Justice for appropriate legal proceedings.

88. Federal laws, regulations, and executive orders and the terms and conditions of a specific FEMA award may require GEMA/HS to comply with applicable environmental and historic preservation requirements, which will, in turn, necessitate that Recipients also implement these requirements as necessary in all subcontracts or third-party contracts.

## Certificate Of Completion

Envelope Id: 4CFCCE72-8705-8FE7-8387-3192FA4D5D9A	Status: Completed
Subject: Complete with Docusign: FWCGP (Appendix A and B) 5.14.26.pdf	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 30	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
	Envelope Originator: Alana Gillespie 141 Pryor Street Purchasing & Contract Compliance, Suite 1168 Atlanta, 30303 alana.Gillespie@fultoncountyga.gov IP Address: 2601:c2:1d81:27

## Record Tracking

Status: Original 5/15/2026 10:38:29 AM	Holder: Alana Gillespie alana.Gillespie@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	

## Signer Events

Signer Events	Signature	Timestamp
Robert Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 5/15/2026 11:04:08 AM Viewed: 5/15/2026 11:20:34 AM Signed: 5/15/2026 11:21:02 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/15/2026 11:20:34 AM  
ID: 14fb417c-7edd-412e-a304-53475f7b408c

Tonya Grier Tonya.Grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 74.174.59.10	Sent: 5/15/2026 11:21:05 AM Viewed: 5/15/2026 1:05:08 PM Signed: 5/15/2026 1:07:29 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 10/27/2025 11:21:47 AM  
ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

## In Person Signer Events

In Person Signer Events	Signature	Timestamp
In Person Signing Host: Dawn Peterson Nikki.Peterson@fultoncountyga.gov	<b>Completed</b>	Sent: 5/15/2026 10:46:48 AM Viewed: 5/15/2026 10:51:49 AM Signed: 5/15/2026 11:04:06 AM
In Person Signer: Nikki Peterson Security Level: In Person	Using IP Address: 134.231.232.249	

**Electronic Record and Signature Disclosure:**  
Accepted: 5/15/2026 10:51:49 AM  
ID: 46a3086c-2a8d-49a5-863b-8b286a6a7199

## Editor Delivery Events

Status	Timestamp
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## Agent Delivery Events

Status	Timestamp
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## Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Robert Frady robert.frady@fultoncountyga.gov County Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 5/2/2025 10:22:39 AM ID: 0fa6e4ca-f987-424a-aca9-621e948271ec	<b>COPIED</b>	Sent: 5/15/2026 1:07:32 PM Viewed: 5/15/2026 1:09:05 PM
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Stacy Jones Stacy.Jones@fultoncountyga.gov Grants Administrator Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/15/2026 1:07:32 PM Viewed: 5/15/2026 1:09:15 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/15/2026 10:46:48 AM
Certified Delivered	Security Checked	5/15/2026 1:05:08 PM
Signing Complete	Security Checked	5/15/2026 1:07:29 PM
Completed	Security Checked	5/15/2026 1:07:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.