

SUBGRANT AGREEMENT

THIS AGREEMENT entered into as of this _____, 2026 (the “Agreement”), by and between the **ATLANTA WORLD CUP HOST COMMITTEE, INC.** (hereinafter referred to as the “**Host Committee**”) and **FULTON COUNTY** (hereinafter referred to as the “**Subgrantee**”). Subgrantee and Host Committee are each a “Party” and collectively, the “Parties”.

WITNESSETH THAT:

WHEREAS, the Host Committee desires to engage Subgrantee to render certain work and services hereinafter described in connection with a project (hereinafter referred to as the “**Project**”) which is to be wholly financed by the FIFA World Cup Grant Program (“**FWCGP**”) from the United States Department of Homeland Security (“**DHS**”) through the Federal Emergency Management Agency (“**FEMA**”) and subsequently through the Georgia Emergency Management and Homeland Security Agency (“**GEMA/HS**”) (hereinafter referred to as the “**Funding Agencies**”); and

WHEREAS, the Host Committee issued to Subgrantee an award letter on March 30, 2026 (the “**Award Letter**”), expressly incorporated herein, which set forth the expected funding and general expectations of the grant, incorporated applicable provisions required by FEMA including the relevant Notice of Funding Opportunity (the “**NOFO**”), and conditioned reimbursement on the later agreement of a form of this Agreement; and

WHEREAS, Subgrantee desires to render such work and services in connection with the Project.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. Engagement of Subgrantee. The Host Committee hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein. Pursuant to 2 C.F.R. § 200.331, the Host Committee affirms that under this Agreement, Subgrantee is a subrecipient of federal financial assistance and is not classified as a vendor or contractor.
2. Scope of Services. Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by the Host Committee, the work and services described in **Attachment A, Scope of Services**, as attached hereto and expressly incorporated herein.
3. Term. The effective date of this Agreement is **July 1, 2025**, and all work and services required hereunder shall be completed on or before **August 31, 2026** (the “**Term**”). Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in **Attachment A**.
4. Compensation. Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in **Attachment B, Compensation and Method of Payment**, as attached hereto and expressly incorporated herein (such compensation, the “**Compensation**”). The Compensation will be made on actual, eligible costs and expenses

incurred, such Compensation not to exceed **\$2,221,249.00** (the “Cap”) in any event. Subgrantee understands and agrees that such Compensation is limited by and subject to the Cap. The Subgrantee agrees that the Compensation is also subject to the approval of applicable funding authorities, including FEMA and GEMA/HS, and funds for such Compensation actually being made available to the Host Committee for such purpose, which approvals, funding determinations, and funding are outside the control of the Host Committee and the Atlanta Regional Commission (“ARC”) (as fiscal agent of the Host Committee). Notwithstanding any other provision of this Agreement to the contrary, and as a material condition of this Agreement, in no event shall the Host Committee or ARC have any obligation or liability to pay, or be responsible for the payment of, any portion of the Compensation to the Subgrantee unless and until the Host Committee has actually received corresponding funding approval and funding from FEMA and GEMA/HS specifically designated for such Compensation. The Host Committee’s and ARC’s payment obligations hereunder are strictly contingent upon and limited to the actual receipt of such funds from FEMA and GEMA/HS. The Subgrantee acknowledges and agrees that the Host Committee and ARC are not sureties, guarantors, or insurers of the Compensation, and the Subgrantee assumes all risk that such funding may not be approved, may be reduced, delayed, or may otherwise not be made available.

5. Approval of Subcontracts. Work or services to be performed under this Agreement by Subgrantee may be subcontracted. Subgrantee acknowledges that if work or services to be performed under this Agreement are financed solely or partially with federal funds, the selection of subcontractors, as required by the NOFO, therein incorporated by reference in the FEMA Grant Preparedness Manual, and therein incorporated by reference 2 CFR Part 200.317-327, is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Subgrantee agrees to abide by such regulations in its selection procedure.
6. Assignability. Subgrantee shall not assign, subgrant or transfer its interest or any portion of its interest in this Agreement without the prior written approval of the Host Committee.
7. Amendments. The Parties may amend this Agreement from time to time as may be necessary to reflect changes in applicable law, funding requirements, or program directives, or as otherwise agreed by the Parties. Except as otherwise expressly provided in this Agreement, no change to this Agreement, including any increase or decrease in compensation, modification of scope, or extension or reduction of the Term, shall be effective unless memorialized in a written amendment executed by authorized representatives of both Parties. Notwithstanding the foregoing, the Host Committee may, by written notice to Subgrantee, issue directions, scope changes that could affect funded activities, instructions, or compliance requirements necessary to implement changes in the Prime Grant, FEMA or GEMA/HS directives, or other binding funding requirements applicable to this Agreement, and Subgrantee shall comply with such written notice without further amendment to the extent such notice does not materially increase Subgrantee’s compensation or fundamentally alter the scope of services. Any such material change in compensation, period of performance or fundamental alteration of scope shall require a written amendment executed by the Parties.

8. Insurance. During the Term of this Agreement, Subgrantee shall have and maintain insurance coverage that complies with the laws of the State of Georgia, as well as reasonable and prudent business practices equivalent to organizations comparable to Subgrantee.
9. Formal Communication. Formal communication regarding this Agreement including correspondence, progress reports and financial reports, requests for approval and other contract administration matters shall be in writing and directed to the individuals executing this Agreement on behalf of each Party. Each Party may designate one or more representative(s) to administer this Agreement on its behalf. Any restrictions to such designation must be clearly defined in the written designation.
10. Reports. Subgrantee shall furnish the Host Committee with narrative progress reports, in such form and frequency as may be reasonably required by the Host Committee, outlining the work accomplished by Subgrantee, including the current status of the Project.
11. Financial Reports. In addition to other records required by this Agreement, Subgrantee agrees to provide to the Host Committee such additional financial reports in such form and frequency as the Host Committee may reasonably require in order to meet the Host Committee requirements for reporting to the Funding Agencies.
12. Review and Coordination. To ensure adequate assessment of Subgrantee's performance and proper coordination among interested parties, the Host Committee shall be kept fully informed concerning the progress of the work and services performed hereunder. Subgrantee may be required to meet with designated representatives of the Host Committee and the Funding Agencies to review such work and services. Reasonable notice of such review meetings shall be given to Subgrantee.
13. Inspections. Authorized representatives of the Host Committee and the Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Subgrantee pursuant to this Agreement shall be made available to authorized representatives of the Host Committee and the Funding Agencies for inspection and review at all reasonable times in Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by the Host Committee.
14. Maintenance of Cost Records. Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the Term of this Agreement, and for three (3) years from the date of the final closeout of the FWCGP, for inspection by the Host Committee or its agent, the Funding Agencies, and the Comptroller General of the United States, or any of their respective duly authorized representatives. Subgrantee shall include the provisions of this Paragraph 14 in any subcontract executed in connection with this Project.

15. No Obligation by the Federal Government. The Parties acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Host Committee, Subgrantee, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying contract.
16. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of the Host Committee, nor shall such personnel have been employees of the Host Committee during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of the Host Committee. Further, Subgrantee agrees that no such former Host Committee employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of the Host Committee.
17. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time, attendance, and payroll distribution records.
18. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or sub-subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, sub-subgrantee or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 18, Subgrantee shall request in writing the advice of the Host Committee, and if the Host Committee notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 18.
19. Interest of Members of the Host Committee and Others. No officer, member or employee of the Host Committee or its agents, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests, or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of the Host Committee, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

20. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.
21. Compliance with Requirements of the Funding Agencies. Subgrantee acknowledges that this Agreement is funded in whole or in part by federal grant funds and federal and state implementation requirements, and is therefore subject to the terms, conditions, limitations, and compliance requirements of the governing funding instruments, which may be updated from time to time. Without limiting Subgrantee's other obligations under this Agreement, Subgrantee shall comply with (a) the applicable provisions of the grant agreement between GEMA/HS and the Host Committee, attached hereto as **Attachment C** and expressly incorporated herein (the "**Prime Grant**"), and (b) all other applicable requirements of the FIFA World Cup Grant Program, including applicable requirements imposed by the FEMA award to GEMA/HS to the extent such provisions and requirements are applicable to Subgrantee's activities under this Agreement or are required to be passed through to Subgrantee.
- 21.1 To the extent the Prime Grant or other applicable funding requirements confer upon FEMA or GEMA/HS any approval, access, inspection, reporting, audit, monitoring, suspension, disallowance, repayment, termination, or other enforcement rights with respect to Subgrantee's performance, records, or use of funds under this Agreement, the Host Committee may exercise corresponding rights against Subgrantee to the extent permitted by applicable law and the governing funding instruments.
- 21.2 Subgrantee shall comply with all applicable federal, state, and local laws, regulations, and other requirements governing the performance of this Agreement. This includes, but is not limited to, "Attachment A - State and Federal Terms" of the agreement between GEMA/HS and the Host Committee, and by reference, the NOFO for this award, and the applicable sections of FEMA's FY25 Preparedness Grant Manual.
- 21.3 Subgrantee shall comply with all applicable federal, state, and local laws, regulations, and other requirements governing the performance of this Agreement. The Host Committee shall provide Subgrantee with prompt written notice of any amendment or other change in the Prime Grant or other funding requirements that materially affects Subgrantee's obligations under this Agreement after the Host Committee receives notice thereof.
22. Allowable Costs. Subgrantee certifies that costs claimed for reimbursement under this Agreement shall be incurred consistent with the terms and conditions of this Agreement and relevant federal cost principles. Reimbursements under this Agreement shall be limited to the necessary and reasonable costs incurred by Subgrantee in the performance of its obligations under this Agreement and properly supported by documentation reasonably required by the Host Committee or applicable funding requirements. No reimbursements shall be made to pay for costs incurred outside the scope of the FWCGP or otherwise unallowable under this Agreement or applicable law.
23. Disallowed Costs. If costs incurred by Subgrantee are not in conformity with the requirements of the FWCGP and this Agreement and are subsequently disallowed as a result of Subgrantee's

breach of this Agreement or a financial and compliance audit performed either pursuant to audits referred to herein below, by the Host Committee or its agent, the Funding Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to the Host Committee from non-federal sources. The Host Committee reserves the right to withhold funds to recoup such improper or unauthorized disbursements. No finding of disallowed costs shall be made except after notice and reasonable opportunity to provide supporting documentation and explanation as provided in Paragraph 33, Disputes and Appeals, below. Funds shall not be allowable under this Agreement for costs of entertainment or for insurance policies which provide protection from debts against the Host Committee, the State of Georgia or the United States Government.

24. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented or published without first submitting the same to the Host Committee for review and comment. Subgrantee shall allow the Host Committee thirty (30) calendar days to review and provide comments on such material. If the Host Committee does not respond within such thirty (30) day period, the Host Committee shall be deemed to have no objection. If the Host Committee provides comments, objections, or reservations regarding such material, Subgrantee shall work in good faith with the Host Committee to address them before any presentation or publication.
25. Assurance. Subgrantee hereby assures and certifies that it will comply with all applicable federal, state, and local laws, regulations, policies, guidelines, and requirements governing the application for, acceptance, use, administration, and audit of funds pursuant to this Agreement, including but not limited to and to the extent applicable, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," or other requirements imposed by the Host Committee or the Funding Agencies regarding requirements of law or project matters as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$1,000,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year.
26. Certifications. Subgrantee represents, warrants, and certifies that it shall comply with, and where required shall execute and deliver, all certifications, assurances, and representations required by applicable federal, state, and local law, the Prime Grant, the governing funding instruments, and this Agreement, in each case to the extent applicable to Subgrantee's activities under this Agreement. Without limiting the foregoing, Subgrantee shall provide such certifications and supporting documentation as the Host Committee may reasonably request in order to demonstrate compliance with applicable funding requirements and legal obligations.
27. Termination for Mutual Convenience. The Host Committee or Subgrantee may terminate this Agreement in whole or in part when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- 27.1 Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Host Committee shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in reimbursable project costs. Settlement will be made in accordance with the terms and conditions of this Agreement.
28. Termination for Host Committee Convenience. The Host Committee may terminate this Agreement, in whole or in part, at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of the Host Committee, become its property. If this Agreement is terminated by the Host Committee as provided in this Paragraph 28, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, subject to the provisions of Paragraph 4 and Attachment B. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Host Committee shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs.
29. Termination of the Agreement for Cause. If Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Host Committee shall thereupon have the right to terminate this Agreement. Prior to termination, Host Committee shall provide written notice to Subgrantee specifying the nature of the breach alleged to have occurred pursuant to this Paragraph 29. If such breach is reasonably curable, Subgrantee shall have thirty (30) days from receipt of said notice to cure or begin curing said breach. If Subgrantee fails to cure or begin curing said breach within such thirty (30) day cure period, or if such breach, by its nature, is incurable, Host Committee may terminate this Agreement by written notice specifying the effective date of said termination. In the event of such a termination, all information and materials collected or produced under this Agreement and/or used in the performance of the scope of services shall, at the option of the Host Committee, become its property. Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work and allowable costs completed pursuant and incurred in the performance of the scope of services up to and including the effective date of termination, subject to the provisions of Paragraph 4 and Attachment B. Notwithstanding the foregoing and to the extent permitted by law, Subgrantee shall not be relieved of liability to the Host Committee for damages sustained by the Host Committee by virtue of any breach of this Agreement by Subgrantee and the Host Committee may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until such time as the exact amount of damages to the Host Committee from Subgrantee is determined.
30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to Subgrantee, this Agreement may be immediately terminated without further obligation of the Host Committee.

31. Suspension Due to Non-Availability of Funds. The Funding Agencies have the right to suspend financial assistance for this Project. Consequently, the Host Committee reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Subgrantee or payments from Host Committee to Subgrantee for allowable costs incurred by Subgrantee prior to the date of suspension to the extent that they are non-cancelable.

32. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either Party, such as acts of God, war, acts of terrorism, government regulations or shutdowns, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other Party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that the Parties shall use reasonable efforts consistent with industry standards to fulfill the performance of this Agreement to the extent feasible.

33. Disputes and Appeals. In the event of a dispute arising under this Agreement, the Parties shall first attempt in good faith to resolve the matter through discussions between their designated contract representatives. If the dispute is not resolved through such discussions, either Party may submit the dispute in writing to the Chief Executive Officer of the Host Committee, setting forth the relevant facts and requested relief. The Host Committee shall have the authority, in the first instance, to review and decide disputes arising under this Agreement, including disputes concerning performance, compliance, allowability of costs, and other matters of contract administration, subject to the procedures set forth in this Section 33.

Before issuing any final determination adverse to Subgrantee with respect to disallowed costs, repayment obligations, or other material monetary relief, the Host Committee shall provide the Subgrantee a reasonable opportunity to submit written supporting materials and to participate, upon request, in a meeting with appropriate representatives of the Host Committee to discuss the matter. Following that process, the Host Committee shall issue a written decision within twenty (20) days after receipt of Subgrantee's response, or within such longer period as may be reasonably necessary upon written notice to Subgrantee.

Pending final resolution of any dispute, Subgrantee shall continue performance to the extent reasonably practicable and not inconsistent with the position asserted by the Host Committee. Nothing in this Section shall make the Host Committee's determination final as to questions of law or waive either Party's rights or remedies otherwise available under this Agreement or applicable law.

34. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
35. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
36. Waiver. The failure of a Party to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
37. Authority. The individuals executing this Agreement on behalf of Subgrantee and the Host Committee do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
38. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of the State of Georgia.
39. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations, representations, warranties, communications, and agreements, whether written or oral, relating to such subject matter.
40. No License; Intellectual Property Restrictions. For the avoidance of doubt, nothing in this Agreement shall be construed as granting to the Subgrantee any right, title, interest, or license, whether express, implied, by estoppel, or otherwise, in or to any trademarks, service marks, trade names, logos, copyrights, patents, trade secrets, or other intellectual property rights of FIFA, the World Cup, or the Host Committee (collectively, "**Protected IP**"). The Subgrantee shall not, directly or indirectly:
- (a) use, display, reproduce, modify, or create derivative works of any Protected IP;
 - (b) register or attempt to register any Protected IP, or any mark, name, or domain name confusingly similar thereto, in any jurisdiction;
 - (c) publicize, advertise, or otherwise represent or imply any sponsorship, endorsement, affiliation, or association with FIFA, the World Cup, or the Host Committee;
 - (d) use the name, likeness, or image of FIFA, the World Cup, the Host Committee, or any of their respective officials, employees, or representatives for any commercial or promotional purpose; or

- (e) engage in any conduct that could reasonably be expected to damage, tarnish, or dilute the goodwill or reputation associated with any Protected IP or with FIFA, the World Cup, or the Host Committee.

Notwithstanding the foregoing, the Subgrantee may refer to its participation in a project funded by the Host Committee solely in factual, non-promotional descriptions of its work, provided that any such reference: (i) does not use any Protected IP; (ii) does not imply any endorsement, sponsorship, or affiliation beyond the contractual relationship established by this Agreement; and (iii) is subject to the prior written approval of the Host Committee.

Any use of Protected IP or any publicity concerning FIFA, the World Cup, or the Host Committee beyond the scope of this Section shall require a separate written agreement between the applicable parties. The Subgrantee acknowledges that any breach of this Section may cause irreparable harm to FIFA, the World Cup, and/or the Host Committee, and that monetary damages may be inadequate. Accordingly, in addition to any other remedies available at law or in equity, the Host Committee shall be entitled to seek injunctive or other equitable relief to enforce the provisions of this Section without the necessity of proving actual damages or posting a bond.

41. Attachments.

- i. Attachment A: Scope of Services
- ii. Attachment B: Compensation and Method of Payment
- iii. Attachment C: Grant Agreement between GEMA/HS and the Atlanta World Cup Host Committee

[Signature Pages Follow]

IN WITNESS WHEREOF, Subgrantee and the Host Committee have executed this Agreement as of the date first above written.

**ATLANTA WORLD CUP
HOST COMMITTEE, INC.**

ATTEST:

Title: Executive Director

DATE:

DATE:

ATTEST:

FULTON COUNTY

Debra L. Smith

Robert Pitts

Title:

DATE:

05/14/2026 | 2:21 PM EDT

DATE:

05/14/2026 | 2:15 PM EDT

Item #26-0204 Date: 04/15/2026

ATTACHMENT A SCOPE OF SERVICES

1. Background

The U.S. Department of Homeland Security (“**DHS**”) through the Federal Emergency Management Agency’s (“**FEMA**”) Grant Programs Directorate (“**GPD**”) launched the FWCGP.

The FWCGP supports the safe execution of the 2026 FIFA World Cup, by providing local jurisdictions with resources to help fund security activities required to protect players, staff, attendees, venues, and critical infrastructure across the host cities, strengthening them against potential terrorist attacks.

Grant funds will be distributed through State Administrative Agencies (“**SAA**”). In the State of Georgia, the SAA is the Georgia Emergency Management and Homeland Security Agency (“**GEMA/HS**”). Funds will then be transferred to the Host Committee.

2. Roles & Responsibilities

**WE ARE ATLANTA™**

March 30, 2026

Dear Applicant to the FIFA World Cup Grant Program (FWCGP),

On behalf of Atlanta World Cup Host Committee, Inc. (the "Host Committee") I am pleased to extend my sincere congratulations to your organization for being selected as a subrecipient in support of security related activities associated with the FIFA World Cup 2026™.

Your organization has been approved for funding as a subrecipient under the FWCGP. This award reflects our confidence in your ability to execute programs and initiatives to carry out the security activities and operational readiness efforts required to protect players, staff, attendees, venues, and critical infrastructure in our region related to this historic event.

The funding will be contingent upon compliance with all applicable terms, reporting requirements, restrictions performance benchmarks, and grant-specific administrative pre-requisites as outlined in the notification of funding opportunity for the FWCGP.

The funds are exclusively intended to support the implementation of the projects described in your proposal and set forth in a formal Subrecipient Agreement between your organization and the Host Committee.

As a subrecipient, your organization will be required to:

- Execute the formal Subrecipient Agreement.
- Submit periodic financial and programmatic reports as requested by the Host Committee.
- Submit reimbursement packages to the Host Committee for actual cost incurred (the grant will operate on a reimbursement basis).
- Maintain compliance with all applicable federal, state, and local regulations.
- Participate in coordination, planning, and oversight meetings and activities as requested by the Host Committee.

Additional guidance regarding contract execution, disbursement schedules, reporting templates, and compliance standards will be provided during informational and training sessions over the next couple of weeks. The first session is anticipated to take place during the week of March 30 through April 5, 2026.

Please note that the federal funding allocation for this grant was limited, and the total value of funding applications exceeded the final federal allocation. As a result, some of your requests may not have been funded or may have been only partially funded.

In addition, if applicable to your specific application you should know that the purchase of vehicles and similar equipment is not allowable under FEMA preparedness grants. This restriction includes, but is not limited to, vehicles, bicycles, ATVs, UTVs, and weapons systems. However, the rental or lease of such assets is permitted when necessary to support FIFA World Cup 2026™ operations.

Regardless of category of expenses, the Department of Homeland Security and FEMA retain final authority in determining final cost allowability.

Prioritization of FWCGP resources was determined based on security and capacity needs identified through partner-initiated security planning efforts led by the Host Committee Chief Security Officer (HCCSO) and regional law enforcement partners. Funding is primarily intended to support overtime personnel expenses, along with limited equipment costs deemed essential to support those assignments.

Requests that were not funded, or were only partially funded, may have been determined to be ineligible or outside the scope of the program for one or more of the following reasons:



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- The request pertained to the Counter Unmanned Aircraft Systems (C-UAS) Grant Program.
- The request included unallowable fringe benefits.
- The request involved personnel not accounted for in the planning process.
- The request was for items unrelated to FIFA World Cup activities.
- The request included equipment deemed outside of the purview of the grant or not essential to support event-related overtime personnel.
- The request duplicated previously submitted or funded item.
- The request included administrative or indirect cost that curtailed the ability to deliver operational needs.

We appreciate the time and effort invested in your application and recognize the critical role you and all partners play in ensuring a safe and successful event.

In the attached pages you will see the total award dollar amount and respective approved projects for your organization. The performance period of the grant is July 4, 2025, to August 31, 2026. Please note that until formal execution of the Subrecipient Agreement with the Host Committee, any expense for approved activities incurred by your organization will be your organization's sole responsibility.

Once again, congratulations and thank you for your commitment to our region and the FIFA World Cup 2026™.

Sincerely,

A handwritten signature in black ink that reads "Dan Corso".

Dan Corso
Chief Executive Officer
Atlanta World Cup Host Committee, Inc.

Fulton County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
Fulton County	1-Project	Organization	EMA and Partners Operational Overtime for World Cup	Provides overtime funding to ensure continuous staffing of EMA operations and partners, situational monitoring, and interagency coordination during World Cup events.	Personnel (salaries and overtime)\$ - Only	98,591
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	164,530
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 263,121
	2-Project	Equipment	EMA and Fire Operational Support Supplies	Funds essential operational supplies and support items needed for the EMA's World Cup response posture	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	80,462
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 80,462
	3-Project	Equipment	EMA Equipment for World Cup Operations	Purchases equipment necessary for situational awareness, operational readiness, and field safety during World Cup events.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	23,023
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 23,023

Fulton County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
	4-Project	Organization	Emergency Services Overtime Staffing for World Cup	Supports overtime staffing for Emergency Services personnel to maintain continuous operational capacity, provide rapid response, and coordinate with law enforcement and public safety partners during FIFA World Cup activities.	Personnel (salaries and overtime)\$ - Only	43,500
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 43,500
	5-Project	Equipment	Emergency Services Operational Equipment	Procures essential equipment to support emergency response operations, situational awareness, and field deployment during the FIFA World Cup.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	2,712
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 2,712
	6-Project	Organization	Fire Department Overtime Staffing for World Cup Operations	This project funds overtime for Fulton County Fire Department personnel to provide enhanced fire suppression, EMS, and all-hazards response coverage during FIFA World Cup activities, including increased call volumes, special events, and standby support at high-risk venues.	Personnel (salaries and overtime)\$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	133,342
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 133,342

Fulton County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
	7-Project	Organization	Fulton County Fire Department Operational Equipment for World Cup Readiness	This project procures essential equipment to support fire suppression, EMS response, and incident management during FIFA World Cup activities, including tools and devices needed to safely and effectively operate in high-risk, high-density environments.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	56,000
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 56,000
	8-Project	Organization	Countywide Overtime Support for World Cup Operations	This project provides overtime staffing across Fulton County law enforcement agencies to support expanded operational periods, coverage for large crowds, venue security, facility protection, and countywide emergency response during FIFA World Cup activities. Personnel will support incident response, high-visibility patrols, detention operations, transport functions, perimeter support, and interagency coordination	Personnel (salaries and overtime)\$ - Only	681,568
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 681,568
	9-Project	Organization	Countywide Operational Equipment for World Cup Readiness	This project provides overtime staffing across Fulton County law enforcement agencies to support expanded operational periods, coverage for large crowds, venue security, facility protection, and countywide emergency response during FIFA World Cup activities. Personnel will support incident response, high-visibility patrols, detention operations, transport functions, perimeter support, and interagency coordination.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	11,374
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 11,374

Fulton County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
	10-Project	Equipment	County FIFA Tactical Mobility, Safety, and Incident Response Equipment	This project procures essential equipment to enhance tactical mobility, hazard mitigation, responder safety, and field readiness for FIFA 2026. Items include UTVs, a Mini-Caliber robot, night-operations gear, protective equipment, hydration and cooling systems, and critical supplies used to secure high-risk venues, fan zones, and airport operations.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	100,000
					Supplies\$ - Only	100,000
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	2,500
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 202,500
	11-Project	Organization	EMS Overtime Staffing and Transport Support for FIFA Operations	This project expands EMS capacity for the FIFA World Cup by funding overtime hours for Senior Divisional Managers, District Managers, Paramedics, and AEMTs. Overtime staffing ensures rapid triage, stabilization, and transport during increased medical calls, mass-casualty incidents, or terrorism-related events, strengthening countywide readiness.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	723,647
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 723,647

Total Award	\$ 2,221,249
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**ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT**

1. Compensation: The total reimbursement estimated to be paid to the Subgrantee under this Agreement (i.e., Compensation) is \$2,221,249.00. A breakdown of this budget is listed below and made part of this Agreement for financial reporting, monitoring, and audit purposes.

2. Method of Payment: The following method of payment will be used for this project:

Invoices shall be submitted to the Host Committee based on the mechanism and policy established by ARC (as fiscal agent of the Host Committee) to perform the billing and drawdown activities for the grant. The mechanism and policies associated with expenses and the invoicing policy will be provided to subgrantees during the grant period.

During this Agreement, the Subgrantee shall submit to the Host Committee invoices showing actual costs incurred with such details as may be reasonably requested by the Host Committee or ARC (as fiscal agent of the Host Committee). Any work for which reimbursement is requested may be disallowed by the Host Committee, in its reasonable and sole discretion, if the Host Committee determines such costs/expenses are not correctly documented in the required periodic invoice report.

3. Invoices: The Host Committee shall make payments to the Subgrantee as requests for reimbursement are reviewed and approved by FEMA and GEMA/HS and funds are made available to the Host Committee to make subsequent disbursements.

The Subgrantee will utilize standard invoice templates provided by the Host Committee or ARC (as fiscal agent of the Host Committee), including all support documentation as requested by the Host Committee. The invoice templates will include standard billing information including a description of work completed, a unique invoice number, the period of performance in which the work was completed, and a valid payment address. At its discretion, the Host Committee may disallow all or part of an invoice payment received after this deadline or determined to be incomplete. Invoices shall also include payments to approved subcontractors. If a subcontractor is a DBE / MBE / WBE, it should be noted on the invoice.

**ATTACHMENT C
GRANT AGREEMENT BETWEEN
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
ATLANTA WORLD CUP HOST COMMITTEE, INC.**



**GRANT AGREEMENT
FOR
THE FIFA WORLD CUP GRANT PROGRAM
BETWEEN
THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY
AND
ATLANTA WORLD CUP HOST COMMITTEE, INC.**

GRANT TERMS AND CONDITIONS

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the FIFA World Cup Grant Program (FWCGP) to the Georgia Emergency Management and Homeland Security Agency (GEMA/ HS) on behalf of the State of Georgia, in accordance with The One Big Beautiful Bill Act 2025, (Public Law 119-21, Sec, 90005 (a)), as defined as 49 U.S.C § 44801 consistent with Title 18 and 49 of the U.S.C. The funding will allow recipients to carry out the extensive security activities required to protect players, staff, attendees, venues, and critical infrastructure across the host cities, strengthening them against potential terrorist attacks. The scale of the event poses significant security challenges. This program supports activities such as training and readiness exercises, staff background checks, cybersecurity defense, as well as increased police and emergency response for FIFA venues, hotels, transportation hubs, and other critical infrastructure to enhance security and preparedness.

The FWCGP provides \$625 million in funding to host cities, through governor-designated State Administrative Agencies (SAAs). Funds will be awarded to SAAs in nine eligible states: California, Florida, Georgia, Massachusetts, Missouri (on behalf of Missouri and Kansas), New Jersey (on behalf of New Jersey and New York), Pennsylvania, Texas, and Washington. SAAs distribute FWCGP funds through subawards to the 11 designated Host City Committee Task Forces in: Atlanta, GA; Boston, MA; Dallas, TX; Houston, TX; Kansas City, MO; Los Angeles, CA; Miami, FL; New York City/Northern New Jersey Area (East Rutherford, NJ); Philadelphia, PA; San Francisco Bay Area (Santa Clara, CA); and Seattle, WA. SAAs are required to pass-through 100% of the FWCGP funding to Host City Committee Task Forces. The Host City Committee Task Forces will then make subawards to local units of government. These organizations, called subrecipients, will use the funds to enhance the ability of local law enforcement, emergency responders, and public safety officials to prepare for, protect against, and respond to threats and emergencies during the World Cup matches. Investments under this program will include projects that build, sustain, and deliver the capabilities needed to prevent, prepare for, protect against, and respond to safety concerns during and related to the FIFA World Cup events.

As directed by Section 2008(b)(2) of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 609(b)(2)), FWCGP recipients and subrecipients may not use more than 50% of their total award amount to pay for personnel activities unless a waiver is approved by FEMA. Recognizing that 94% of these funds will be used to support operational overtime activities, when a state submits a grant application indicating that more than 50% of the funding will be allocated to personnel costs, FEMA will treat the grant application as a formal request for a waiver of the 50% limitation. FEMA's subsequent awarding of the grant will constitute approval of the waiver. A separate waiver request will not be necessary.

This Grant Agreement (Agreement) is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS), an agency of the State of Georgia (State), and the Atlanta World Cup Host Committee, Inc. (Subrecipient). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a "Party" or collectively, the "Parties".

GEMA/HS, as the Recipient, has awarded the amount of \$73,390,940.00 to the Atlanta World Cup Host Committee as Subrecipient, in accordance with the FWCGP. For the purposes of this Agreement, GEMA/HS serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is Josh M. Lamb, Authorized Recipient Official. The State has

designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Subrecipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Subrecipient to carry out part of a Federal award received by the passthrough entity.”

THEREFORE, PARTIES AGREE TO THE FOLLOWING:

I. PERIOD OF PERFORMANCE.

The Parties hereby agree as follows: This Agreement shall become effective on 20 March 2026 or on the date when the Agreement has been signed by all Parties and returned to GEMA/HS, whichever is later, and shall continue through 31 August 2026. No modifications to the Budget Cost Lines can be made after the termination date, 31 August 2026, or when all funds have been used. There will be only a single budget period with the same start and end dates as the period of performance.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as t h e Recipient, has awarded the amount of 73,390,940.00 to the Atlanta World Cup Host Committee, Inc _____ as the Subrecipient, in accordance with FWCGP NOFO and Award Letter.

A special provision of this grant is that the Period of Performance begins on 4 July 2025 regardless of the date of signature. Spending of grant funds may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. GEMA/HS will consult with

their FEMA Headquarters Preparedness Officer for requirements related to a performance period extension. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

DHS/FEMA HAS RESERVED THE RIGHT TO CHANGE THE FWCGP; INCLUDING SHORTENING THE PERFORMANCE PERIOD AND/OR GRANT END DATE. ANY CHANGE IN THE GRANT AND/OR PERFORMANCE PERIOD OF THE FWCGP AWARD WILL BE PASSED THROUGH TO THE SUBRECIPIENT BY GEMA/HS.

II. STANDARD OF PERFORMANCE.

The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the approved Budget Cost Lines. Any modification to the Budget Cost Lines must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS and, if required, by FEMA or other awarding agency.

Subrecipients agree as a condition of this award to the information sharing and mutual aid requirements outlined in the Appendices and Attachments. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Appendices and Attachments:

Appendix A: FWCGP Allowable Activities

Appendix B: Operational Overtime Costs

Attachment A: State and Federal Terms

Attachment B: SF-424, Application for Federal Assistance

Attachment C: Standard Assurances:

(Attachment A1) Standard Form 424B (Non-Construction) or
(Attachment A2) Standard Form 424D (Construction), as applicable

Attachment D: SF-424A, Budget Information (Non-Construction)

For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A

Attachment E: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements;

Attachment F: Tangible Property Report; (KEEP FOR REFERENCE)

Attachment G: FWCGP Award Letter, which includes the Award Summary, Agreement

Articles, and Obligating Document;

Attachment H: FEMA GO – Web based Summary of Grant Request Details and FEMA GO – Detailed Budgets (web based); and

Attachment I: DHS/FEMA FWCGP Notice of Funding Opportunity (FWCGP NOFO), located at https://files.simpler.grants.gov/opportunities/c5537daf-8d1f-4468-81fa-3adc01a92460/attachments/0cf38760-60fd-49a9-ac6a-76b010888d40/FIFA_World_Cup_Grant_Program_NOFO_Final_508.pdf.

III. FUNDING OBLIGATIONS. GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

- A. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
- B. Subrecipient shall contribute the match funds listed on the subaward.
- C. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FWCGP NOFO (Attachment I), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- D. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the FWCGP application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- E. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- F. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- G. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- H. **Non-Supplanting Requirement.** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local

funds for the same purposes.

- I. After all approved items on the approved Budget Cost Lines have been reimbursed to the Subrecipient; this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- A. Except as specifically modified by law or this Grant, Subrecipient shall administer this Agreement through compliance with the most recent version of all applicable federal and state laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
 1. Section 90005(a) of the One Big Beautiful Bill Act, 2025 (Pub. L. No. 119-21)
 2. Executive Order 14305, Restoring American Airspace Sovereignty
 - i. In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under the FWCGP NOFO are permitted to purchase unmanned aircraft systems, otherwise known as UAS, or equipment or services for the detection, tracking, or identification of drones and UAS 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.
 3. Section 2004 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 605)
 4. Executive Order 14234, Establishing the White House Task Force On The FIFA World Cup 2026.
 5. 6 U.S.C. § 124n provided authorization to engage in C-UAS activities
 6. Air Piracy (49 U.S.C. § 46502)
 7. Aircraft Sabotage (18 U.S.C. § 32)
 8. Computer Fraud and Abuse Act (18 U.S.C. § 1030)
 9. Interference with a satellite (18 U.S.C. § 1367)
 10. Pen Registry/Trap (18 U.S.C. §§ 3121–3127)
 11. Wiretap Act (18 U.S.C. § 2511)

12. **Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the “Do Not Pay Initiative” (31 U.S.C. 3354)**
13. **Public Law 93-288, as amended (Stafford Act)**
14. **44 C.F.R., Emergency Management and Assistance**
15. **Disaster Mitigation Act of 2000**
16. **OMB Regulations 2 C.F.R., Grant and Agreements**
17. **Executive Order 12372, Intergovernmental Review of Programs and Activities**
18. **Executive Order 12549, Debarment and Suspension**
19. **Executive Order 12612, Federalism**
20. **Single Audit Act, Public Law 98-502**
21. **Sandy Recovery Improvement Act publications**
22. **Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act**
23. **FEMA program publications, guidance, and policies**
24. **2 C.F.R. Part 200, Subpart E, Cost Principles**
25. **2 C.F.R. Part 200, Uniform Administrative Requirements**
26. **48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) General Contracting Requirements**
27. **Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021)**
28. **Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers**
29. **2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects**
30. **Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure**
31. ***Procurement Under Grants Policy Guide, Procurement Policy for Recipients and Subrecipients of FEMA Financial Assistance, Version 2.1, July 2025***

- B. **Unique Entity Identifier (UEI).** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- C. **Accounting System.** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations. The Subrecipient may utilize a Fiscal Agent with such accounting system if the Subrecipient does not maintain an accounting system which meets these requirements. Use of a fiscal agent should be documented via a Memorandum of Understanding.
- D. The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

V. **PURCHASING.**

- A. **Purchasing.** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.
- B. **Payment Request Forms.** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
 - 1. FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures will ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, it will process through FEMA GO and inform recipients accordingly for drawdown purposes. If FEMA disapproves a payment, FEMA will inform the recipient.
- C. **Payment Process and Timeline**
 - 1. FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State

agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

2. Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.
3. If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

D. **Payment Submission Process.** All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns. For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable). Is funding provided directly or indirectly to a subrecipient?
 - i. If no, include statement "This grant funding is not being directed to a subrecipient."
 - ii. If yes, provide the following details:
 - a. The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

the scope of the conclusion of the exercise (e.g., electronic messaging sign).

3. FWCGP funds may not be used to support the hiring of sworn public safety officers for purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities (6 U.S.C. § 609(b)(1)(A)). ***However, funds may be spent for operational overtime costs and surge personnel.*** The SAA, on behalf of the Host City Committee Task Force, must submit operational overtime requests in writing to its assigned FEMA Headquarters Preparedness Officer (see Appendix B: Operational Overtime Costs for additional information on operational overtime costs). FEMA will consider requests for activities in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
4. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
 - i. Request letters sent to FEMA must be UNCLASSIFIED but may be labelled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
 - ii. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
 - iii. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
 - iv. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.
5. As directed by Section 2008(b)(2) of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 609(b)(2)), FWCGP recipients and subrecipients may not use more than 50% of their total award amount to pay for personnel activities unless a waiver is approved by FEMA. ***Recognizing that 94% of these funds will be used to support operational overtime activities, when a state submits a grant application indicating that more than 50% of the funding will be allocated to personnel costs, FEMA will treat the grant application as a formal request for a waiver of the 50% limitation. FEMA's subsequent awarding of the grant will constitute approval of the waiver. A separate waiver request will not be necessary.***

VI. GENERAL PROHIBITIONS

- A. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).
- B. Grant funds may not be used for matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306), lobbying or other prohibited activities under 18 U.S.C § 1913 or 2 C.F.R. § 200.450, prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435), or any activities inconsistent with Federal laws and any laws or regulations applicable to their jurisdiction. Such activities must also be consistent with the First and Fourth Amendments to the Constitution.
- C. **Federal Employee Prohibition.** Federal employees are prohibited directly benefiting from any funds under this Agreement.
- D. The employment of unauthorized aliens by the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.
- E. **Indirect Costs (Facilities and Administrative Costs)** Indirect costs (IDC) are allowed for recipients and subrecipients. IDCs are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.
- F. **Management and Administration (M&A) Costs.** Subrecipients may use up to 5% of the funding passed through by the state specifically for M&A related to the FWCGP award. M&A costs are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. If the Subrecipient engages a Fiscal Agent or other agent to assist in the Subrecipient's management of the FWCGP award, all or a portion of the 5% may be used to pay the fees of such Fiscal Agent or other agent. The Subrecipient

may issue a subgrant to such Fiscal Agent or other agent to pay such Fiscal Agent's or other agent's fees.

- G. **Pre-Award Costs**. Pre-award costs are defined as costs incurred by the applicant prior to the start date of the period of performance of the federal award and are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application and signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval. For more information, please contact your assigned FEMA Headquarters Preparedness Officer.
- H. The FWCGP NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary or participant.
- I. Prohibition on Covered Equipment or Services. See the Preparedness Grants Manual Section 3.2.3, which is incorporated by reference into the FWCGP NOFO.
 - I. Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#) for more information.

VII. MODIFICATIONS

The Subrecipient understands and agrees that, in addition to the provisions in Section X, *Termination* below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FWCGP grant awarded to GEMA/HS. With the exception of termination or changes included in this Agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

VIII. NONCOMPLIANCE

- A. Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.
- B. In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

- C. If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

IX. SUSPENSION

In the event Subrecipient fails to comply with any term of this Grant, GEMA/HS may, upon written notification to Subrecipient, suspend this Agreement, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.

X. TERMINATION

- A. **Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to 1) perform any of the provisions or to comply with any of the terms and conditions herein or 2) comply with the terms and conditions of the federal award.
 - 1. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - 2. GEMA/HS may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any FWCGP grant-funded equipment purchased under this agreement to GEMA/HS or whomever GEMA/HS shall designate, without cost, as directed by GEMA/HS.
- C. **Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program

exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

- D. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- E. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.
- F. **Subrecipient's Responsibilities Upon Termination.** If GEMA/HS provides a notice of termination to the Subrecipient, except as otherwise specified by GEMA/HS in that notice, the Subrecipient shall:
1. Stop work under this Agreement on the date and to the extent specified in the notice.
 2. Complete performance of such part of the work that has not been terminated by GEMA/HS, if any.
 3. Take such action as may be necessary, or as GEMA/HS may specify, to protect and preserve any property which is in the possession and custody of the Subrecipient, and in which GEMA/HS has or may acquire an interest.
 4. Transfer, assign, and make available to GEMA/HS all property and materials belonging to GEMA/HS upon the effective date of termination of this Agreement. No extra compensation will be paid to the Subrecipient for its services in connection with such transfer or assignment.
- G. **Impacts of Termination.** When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.
- H. **Withholding and Repayment of Funds.** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all attachments hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing

and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

- I. Subrecipient will comply with additional Termination provisions as detailed in Attachment A, *State and Federal Terms*, incorporated and attached herein.

XI. CLOSING OF THIS GRANT.

- A. GEMA/HS will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B. At the completion and closure of all Subrecipient's projects (subawards), GEMA/HS will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
- C. The closeout of this Grant does not affect:
 1. DHS/FEMA or GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Agreement after the expiration or termination of this Agreement.

XII. INDEMNIFICATION.

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark,

copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to GEMA/HS' misuse or modification of the Subrecipient's products or GEMA/HS' operation or use of the Subrecipient's products in a manner not contemplated by the Agreement. GEMA/HS will not be liable for any royalties.

XIII. DISPUTE RESOLUTION.

- A. In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.
- B. Ultimately, disputes concerning performance under the Agreement will be decided by GEMA/HS, who shall reduce the decision to writing and serve a copy to the Subrecipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in Superior Court of Fulton County, Georgia. Subrecipient hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- C. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

XIV. COMPLIANCE WITH LAW

- A. **Compliance With Applicable Laws and Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require any of the Parties herein to violate any policies of GEMA/HS, DHS, or any laws or regulations of the United States or the State of Georgia.
- B. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- C. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- D. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Agreement that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or GEMA/HS determines that changes are necessary to this

Agreement after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Agreement.

- E. **Conflict of Interest.** This Agreement is subject to the State of Georgia Code of Ethics found in O.C.G.A. § 45-10-1. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- F. **Boycott Of the Nation of Israel Prohibited.** If the value of this Agreement is \$100,000 or more and Subrecipient employs more than five persons, Subrecipient certifies that Subrecipient is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

XV. NOTICE.

- A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing GEMA/HS' Grant Manager and delivered by standard or electronic mail using the correct information provided below.

If to Georgia Emergency Management and Homeland Security Agency:

Anthony Sydnor
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
anthony.sydnor@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

- B. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party.

XVI. PROCUREMENT AND CONTRACTING.

- A. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.317 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). See the Preparedness Grants Manual Section 6.6, which is incorporated by reference, for information on procurement integrity.
- B. As required by 2 C.F.R. §200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

- C. As required by 2 C.F.R. §200.318(b), the Subrecipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to GEMA/HS, the progress of any and all subcontractors performing work under this Agreement.
- D. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. GEMA/HS shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to publish a competitive solicitation, this review may allow GEMA/HS to identify deficiencies in the vendor requirements or in the commodity or service specifications. GEMA/HS’ review and comments shall not constitute an approval of the solicitation. Regardless of GEMA/HS’ review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from GEMA/HS that the solicitation is deficient, then GEMA/HS may:
1. Terminate this Agreement in accordance with the provisions outlined in Section X, *Termination* above; and,
 2. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.
- E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any contemplated contract prior to contract execution. GEMA/HS shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to execute a subcontract, this review may allow GEMA/HS to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. GEMA/HS’s review and comments shall not constitute an approval of the subcontract. Regardless of

GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from GEMA/HS that the subcontract is non-compliant, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section X, *Termination* above; and,
 2. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- F. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold GEMA/HS and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- G. As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- H. As required by 2 C.F.R. §200.319, the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:
1. Place unreasonable requirements on firms in order for them to qualify to do business;
 2. Require unnecessary experience or excessive bonding;
 3. Use noncompetitive pricing practices between firms or between affiliated companies;
 4. Execute noncompetitive contracts to consultants that are on retainer contracts;
 5. Authorize, condone, or ignore organizational conflicts of interest;
 6. Specify only a brand name product without allowing vendors to offer an equivalent;
 7. Specify a brand name product instead of describing the performance, specifications, or
 8. other relevant requirements that pertain to the commodity or service solicited by the procurement;

9. Engage in any arbitrary action during the procurement process; or,
 10. Allow a vendor to bid on a contract if that bidder was involved with developing or
 11. drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- I. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- J. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as O.C.G.A. §50-5-50 et seq.
- K. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as O.C.G.A. §50-5-50 et seq.
- L. FEMA has developed helpful resources for Subrecipients when procuring with federal grant funds because Subrecipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:
1. December 2025 Roadmap to Procurement Compliance available at https://www.fema.gov/sites/default/files/documents/fema_rsl-gpd_roadmap-to-procurement-compliance_202601.pdf.
- M. Contract Provisions. All contracts executed using funds awarded under this Agreement shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- N. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
1. Procurement by micro purchase
 2. Procurement by small purchase
 3. Procurement by sealed bid

4. Procurement by competitive proposal
 5. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods
- O. **Sole Source Procurement.** The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- P. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 C.F.R. § 200.320(f) must receive prior written approval from GEMA/HS.
- Q. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 C.F.R. §200.317-326.

XVII. SUBCONTRACTING.

- A. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws, and rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R. §200.321.
- B. The Subrecipient understands that any public contracts and subcontracts funded by the FWCGP must comply with the requirements of O.C.G.A. § 13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.
- C. The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.
- D. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

XVIII. MONITORING

- A. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria

are met in accordance with 2 C.F.R. §§ 200.331-333.

- B. The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.
- C. Per 2 C.F.R. § 200.337, DHS/FEMA and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
 - 1. Pursuant to this right and per 2 C.F.R. § 200.329, DHS/FEMA may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS/FEMA requests for information relating to a federal award. See the Preparedness Grants Manual Section 6.1, which is incorporated by reference into the FWCGP NOFO, for more information on monitoring and oversight.
- D. GEMA/HS or its authorized representative reserves the right to perform periodic desk/office based and/or on-site monitoring of Subrecipient's compliance with this Agreement and of the adequacy and timeliness of Subrecipient's performance pursuant to this Agreement. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Agreement, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for termination of this Agreement pursuant to the Termination Section herein.
- E. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- F. In addition to reviews of audits conducted in accordance with federal auditing requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by GEMA/HS staff, limited scope audits, and other procedures.

XIX. REPORTS

- A. Subrecipients must submit the following reports: quarterly financial reports, semi-annual performance reports, final financial and performance reports, and an annual audit report (if required). These must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. Part 200, or specific conditions of the award. If reports are late, future funding or fund access may be delayed,

and additional reports may be requested in some cases.

- B. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide GEMA/HS with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by GEMA/HS.
- C. **Equipment Inventory Report.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states “Funded by GEMA/HS”. The decal will be provided GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- D. **Quarterly Progress Report (Progress Report).** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS quarterly through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

The following reporting periods and due dates apply:

<u>Quarter</u>	<u>Date Range</u>	<u>Due Date</u>
<u>First Quarter</u>	<u>October 1 – December 31</u>	<u>January 30</u>
<u>Second Quarter</u>	<u>January 1- March 31</u>	<u>April 30</u>
<u>Third Quarter</u>	<u>April 1 – June 30</u>	<u>July 30</u>
<u>Fourth Quarter</u>	<u>July 1 – September 30</u>	<u>October 30</u>

FAILURE TO COMPLETE PROGRESS AND PROGRAMMATIC REPORTS ON TIME IN THE EM GRANTS SYSTEM AND TO THE PROGRAM MANAGER WILL PREVENT THE SUBMISSION OF ANY REIMBURSEMENT.

- E. **Biannual Strategy Implementation Reports (BSIR).** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.
- F. **Financial Reporting Requirements.** See the Preparedness Grants Manual Section 5.2, which is incorporated by reference into this NOFO, for information on financial reporting

requirements, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.

- G. **Programmatic Performance Reporting Requirements.** See the Preparedness Grants Manual Section 5.3, which is incorporated by reference into this NOFO, for information on performance reporting requirements, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.
- H. **Disclosing Information per 2 C.F.R. § 180.335.** See the Preparedness Grants Manual Section 5.7, which is incorporated by reference into this NOFO, for information on disclosing information per 2 C.F.R. § 180.335 and 2 C.F.R. § 180.350, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.
- I. **Reporting of Matters Related to Recipient Integrity and Performance.** See Appendix XII to 2 C.F.R. Part 200 and the Preparedness Grants Manual Section 5.8, which are incorporated by reference into this NOFO, for information on reporting of matters related to recipient integrity and performance, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.
- J. **Grant Closeout Report.** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final Progress Report. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be de-obligated.
1. See the Preparedness Grants Manual Section 5.5, which is incorporated by reference into this Agreement, for information on disclosing information per 2 C.F.R. § 180.335, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.
- K. **Program Office (PO) or a DHS Component-Led Evaluation.** Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. §

200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

- L. If all required reports and copies are not sent to GEMA/HS or are not completed in a manner acceptable to GEMA/HS, then GEMA/HS may withhold further payments until they are completed or may take other action.
- M. The Subrecipient shall provide additional program updates or information that may be required by GEMA/HS.

XX. AUDITS

A. Audit of Federal Funds.

- 1. The Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.
- 2. Subrecipient’s performance under the Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) Part 200 hereinafter referred to as the “Uniform Guidance.”
- 3. Subrecipients expending \$1,000,000 or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient’s fiscal year.

4. If required to submit an audit report under the requirements of 2 C.F.R. Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- B. **Right to Audit.** Subrecipient shall give DHS, FEMA, the Comptroller General of the United States, the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.

- C. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to GEMA/HS for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to GEMA/HS of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

- D. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- E. **Single Audit Report.** See the Preparedness Grants Manual Section 6.9, which is incorporated by reference into this NOFO, for information on single audit reports, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.

- F. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

- G. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting

requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

- H. Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.
- I. See the Preparedness Grants Manual Section 6.9, which is incorporated by reference into this Agreement, for information on audits, available at https://www.fema.gov/sites/default/files/documents/fema_gpd_fy2025-preparedness-grants-manual_082025.pdf.

XXI. RECORDS

- A. **Retention and Maintenance of Records.** Pursuant to 2 C.F.R. § 200.334, the Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three (3) years from the date that the DHS closes the State of Georgia's FWCGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
 - 1. The following are the only exceptions to the 3-year requirement:
 - i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When GEMA/HS or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
 - v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph

applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

2. FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:
 - i. Specifications
 - ii. Solicitations
 - iii. Competitive quotes or proposals
 - iv. Basis for selection decisions
 - v. Purchase orders
 - vi. Contracts
 - vii. Invoices
 - viii. Canceled checks

B. **Access to Records.** As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and GEMA/HS, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

C. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

D. **Other Federal Records Requirements.**

1. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from GEMA/HS or the Subrecipient when it determines that the records possess long-term retention

value.

2. In accordance with 2 C.F.R. §200.336, GEMA/HS must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then GEMA/HS must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
 3. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or GEMA/HS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- E. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the approved Budget Cost Lines and all other applicable laws and regulations.

XXII. Special Conditions.

- A. The Subrecipient agrees to comply with the FWCGP Award Letter, included with this Agreement as Attachment G. References in the attachment to “recipient” apply to the Subrecipient’s requirements as subrecipient.
- B. The Subrecipient should not employ foreign nationals or noncitizens included. If a Subrecipient has foreign nationals, they must be properly vetted and must adhere to all government statutes, polices, and procedures including “staff American, stay in America” and security requirements.
 1. The Subrecipient must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with both the names and addresses of the individuals. Resumes are subject to approval.
- C. The Subrecipient agrees to use all grant funding awarded from the FWCGP for costs related to Executive Order 14305, “Restoring American Airspace Sovereignty”. Resources provided to SLTTT agencies, first responders, and public safety entities to detect, track, identify and – where authorized – mitigate UAS threats, ensuring the safety and the public, critical infrastructure, and sensitive government operations. preparedness activities associated with implementing the findings, including goals and objectives, and any Urban Areas Security Initiative strategies.
- D. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FWCGP NOFO, and to comply with all DHS/FEMA requirements

and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding. Grant funding must support and only be used to fund the investments identified in the FWCGP Grant application submitted to GEMA/HS to use grant funding only for projects pre-approved by GEMA/HS.

- E. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- F. **Mandatory Disclosures.** The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award, 2 CFR §200.113.
- G. **Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 C.F.R. Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two (2) years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- H. **Performance Measures and Targets.** When using Federal Grant Funds to make purchases under this Grant, Subrecipient must:
 - 1. Subrecipient must submit the following information to FEMA:
 - i. Number of FWCGP-funded operational overtime hours tracked and reported by the recipient in support of security and public safety operations for FIFA World Cup-related planning and event execution.
 - ii. Number of DHS/FEMA-sponsored and approved Training Sessions completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
 - iii. Number of Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Exercises completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
 - iv. Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs.
 - v. The number of security incidents successfully managed or mitigated during the World Cup events.
 - vi. Collect feedback from international visitors, FIFA officials, and local stakeholders on the overall security and preparedness of the events.

2. Use of Federal Grant Funds to Purchase Equipment or Services. When using Federal Grant Funds to Purchase Equipment or Services the Subrecipient must (where applicable):
 - i. Demonstrate that the property will be tracked in an asset management system;
 - ii. Demonstrate a nexus to funding program priorities;
 - iii. Certify they have adopted or will adopt required policies and protocols in adherence to applicable federal and local jurisdictional laws;
 - iv. Certify they will adhere to the after-action report requirement;
 - v. Certify they will adhere to the records keeping requirements;
 - vi. Indicate whether the equipment will be used regionally;
 - vii. Disclose civil rights compliance information;
 - viii. Certify they will meet all training requirements outlined in *Appendix A: FWCGP Allowable Activities*;
 - ix. Certify they will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions, to include Titles 18 and 49 of the U.S. Code; and
 - x. Determine the specific certification or approval that may be required to purchase excepted or controlled equipment under a particular program.

I. **Use and Certification Requirement.** Where applicable, recipients and subrecipients must certify, at project initiation and in ongoing programmatic progress reports, that all grant-funded equipment is actively deployed and used for its intended public safety or security purpose. Regular documentation of operational use must be included in performance progress reports. Equipment that is not regularly used or is used outside of authorized purposes may be subject to recall, and recipients may be required to return grant funds to FEMA.

J. **Environmental Historical Preservation (EHP).**

- I. The Subrecipient shall comply with all applicable federal, state, and local EHP requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the

potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archaeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using C-UAS funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance.
4. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for FWCGP funding.
5. All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.
6. All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

7. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the FWCGP NOFO (Attachment I), FEMA's Information Bulletins 329, 345, 356, 371, and 404, and Preparedness Grants Manual Section 4.5, which is incorporated by reference. EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction. The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.
- K. **The Build America, Buy America Act (BABAA)** Subrecipient will comply with the Build America, Buy America Act (BABAA) provision as detailed in Attachment A, *State and Federal Terms*, incorporated and attached herein.
- L. **Federal Funding Accountability and Transparency Act (FFATA)**
1. All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.
 2. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - i. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 61104 of the Internal Revenue Code of 1986.
 - iii. Additional information regarding the FFATA requirements can be found at the following links:
 - a. <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>
 - b. www.fsrs.gov.
- M. The Subrecipient should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, the Subrecipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information." 2 C.F.R. § 200.303(e). 2 C.F.R. § 200.303(e).

- N. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty- free, nonexclusive, and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any attachments hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

XXIII. MISCELLANEOUS TERMS

- A. **Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. **Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- C. **Survivability.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Agreement. All obligations of the Parties incurred or existing under this Agreement as of the date of expiration or termination will survive the termination or expiration of this Agreement.
- D. **Assignment.** A Party may, nor will it have the power to, assign or novate this Agreement with the consent of the other Parties.
- E. **Reservation of Rights.** This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.
- F. **Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and

do not assume any personal liability thereby. The Parties' representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.

1. Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State of Georgia is Josh M. Lamb, Authorized Recipient Official. The State has designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient.

XXIV. Entire Agreement; Waiver; Signature and Delivery.

This Agreement, including the incorporated Appendices and Attachments, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind their respective entities designated below as of the day, month, and year indicated.

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

ATLANTA WORLD CUP
HOST COMMITTEE, INC.
(NAME OF SUBRECIPIENT)

Linda Cribblez
Signature

DCorso
Signature

Linda Cribblez
Printed Name of Signatory

Dan Corso
Printed Name of Signatory

Deputy Director of
Title of Signatory Homeland Security

President / CEO
Title of Signatory

3, 20, 2026
Date of Signature

3, 25, 2026
Date of Signature

FISCAL AGENT FEID (XX-XXXXXXX)

FISCAL AGENT UEI Number (XXXXXXXXXX)

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.

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

“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 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

STATE AND FEDERAL TERMS

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.

STATE AND FEDERAL TERMS

- 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**

STATE AND FEDERAL TERMS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Recipient understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Recipient's Authorized Official

Name and Title of Recipient's Authorized Official

Date

STATE AND FEDERAL TERMS

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.

STATE AND FEDERAL TERMS

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. 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 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

STATE AND FEDERAL TERMS

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 2C.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.

STATE AND FEDERAL TERMS

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.

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

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.

STATE AND FEDERAL TERMS

- 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.)

STATE AND FEDERAL TERMS

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](https://www.grants.gov) as the [Grants.gov](https://www.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](https://www.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

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

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:

STATE AND FEDERAL TERMS

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/buy-america/programs-definitions#subject>).

- 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.

STATE AND FEDERAL TERMS

- 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 _____ (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, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In

STATE AND FEDERAL TERMS

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

Signature of Recipient's Authorized Official

Name and Title of Recipient's Authorized Official

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

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

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

STATE AND FEDERAL TERMS

6. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
 7. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.
 - b. Termination of a Subaward by GEMA/HS. GEMA/HS may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:
 - i. If the subrecipient fails to comply with the terms and conditions of the federal award.
 - ii. With the consent of the subrecipient, in which case GEMA/HS and the subrecipient 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 GEMA/HS' award has been terminated GEMA/HS will terminate its subawards.
 - c. Termination by the Recipient or Subrecipient. The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or GEMA/HS a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or GEMA/HS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or GEMA/HS may terminate the federal award in its entirety.
 - d. Notice. FEMA or GEMA/HS must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.
 - e. Impacts of Termination.
 - i. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
 - ii. When the federal award is terminated in part or its entirety, FEMA or GEMA/HS and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.
 - f. Notification Requirements. FEMA or GEMA/HS must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.
 - g. Opportunities to Object and Appeals. Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

STATE AND FEDERAL TERMS

- 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.

STATE AND FEDERAL TERMS

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 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

STATE AND FEDERAL TERMS

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.

Appendix A: FWCGP Allowable Activities

Category	Example Activities
Planning	<ul style="list-style-type: none"> • Developing and enhancing plans and protocols • Conducting assessments • Developing related terrorism and other catastrophic event prevention activities • Development, review, and revision of continuity of operations plans • In accordance with 2 C.F.R. 200.447, reasonable costs of general liability insurance that subrecipients pay or that are required or approved and maintained by the terms and conditions of the federal award
Organization	<ul style="list-style-type: none"> • Development of whole community partnerships • Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors • Operational overtime associated with increased security measures associated with FIFA World Cup 2026 events, including the match venues, practice venues, fan zones, team hotels, dignitary movements, public transportation nodes, etc. • Operational overtime associated with increased intelligence and information sharing and analysis needs during the conduct of FIFA World Cup 2026
Equipment	<ul style="list-style-type: none"> • Chemical, Biological, Radiological, Nuclear, and high yield Explosives (CBRNE) operational search and rescue equipment • Personal protective equipment • Cybersecurity enhancement equipment • Physical security enhancement equipment • Inspection and screening services • Critical emergency supplies • Power (e.g., generators, batteries, power cells) • Terrorism incident prevention equipment • Unmanned Aircraft Systems (UAS) • Equipment for detecting and tracking UAS
Training	<ul style="list-style-type: none"> • Training workshops and conferences • Travel and Supplies • Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
Exercises	<ul style="list-style-type: none"> • Design, conduct, and evaluate a HSEEP-compliant exercises • Full- or part-time staff or contractors/consultants • Overtime and backfill for emergency preparedness and response personnel attending HSEEP-compliant exercises

Appendix B: Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. FWGCP funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

As directed by Section 2008(b)(2) of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 609(b)(2)), FWCGP recipients and subrecipients may not use more than 50% of their total award amount to pay for personnel activities unless a waiver is approved by FEMA. ***Recognizing that 94% of these funds will be used to support operational overtime activities, when a state submits a grant application indicating that more than 50% of the funding will be allocated to personnel costs, FEMA will treat the grant application as a formal request for a waiver of the 50% limitation. FEMA's subsequent awarding of the grant will constitute approval of the waiver. A separate waiver request will not be necessary.***

Authorized Operational Overtime Categories

Category	Description
1 National Terrorism Advisory System (NTAS)	Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs, remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System Homeland Security (dhs.gov) for additional information on the NTAS.
2 National Security Special Event (NSSE)	Security measures for a designated NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.

	Category	Description
3	Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events	<p>Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below:</p> <ul style="list-style-type: none"> • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. <p>NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.</p>
4	States of Emergency	<p>Declarations of states of emergency by the Governor associated with a terrorism-related threat or incident. This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.</p>
5	National Critical Infrastructure Prioritization Program (NCIPP)	<p>Protection of Level 1 and Level 2 facilities identified through DHS’s NCIPP based on a terrorism-related threat to critical infrastructure.</p>
6	Directed Transit Patrols	<p>Targeted security patrols in airports and major transit hubs based on a terrorism-related threat to transportation systems.</p>

	Category	Description
7	Other Related Personnel Overtime Costs	<p>Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with U.S. Border Patrol, etc.</p>
8	Operational Support to a Federal Agency	<p>Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under FWCGP on a case-by-case basis. Grant funding can only be used in proportion to the federal man- hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.</p>

	Category	Description
9	Response to Catastrophic Incidents that are Acts of Terrorism	Operational overtime is allowable for responding to acts of terrorism. This includes overtime accrued during the immediate response to events, such as mass casualty acts of targeted violence or other activities where the act (i) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (ii) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States, and the act appears to be intended to coerce civilian populations, influence the policy of a government by intimidation or coercion, or affect the conduct of a government by mass destructions, assassination, or kidnapping.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

- Except for an elevated NTAS alert, FWCGP funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Headquarters Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award’s current period of performance and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled “For Official Use Only.” If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Certificate Of Completion

Envelope Id: 41602DCA-C061-891F-83DB-8F4CF5C2DA56	Status: Completed
Subject: Complete with Docusign: 26-0204 - FIFFA Subrecipient Agreement - Fulton County.pdf	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 92	Signatures: 2
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: 134.231.232.249

Record Tracking

Status: Original 5/13/2026 4:59:56 PM	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: 5/14/2026 12:29:07 PM Viewed: 5/14/2026 1:51:37 PM Signed: 5/14/2026 2:15:40 PM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2026 1:51:37 PM
ID: 31349c92-536b-416d-bff3-07737d95f5c0

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: 134.231.232.249	Sent: 5/14/2026 2:15:44 PM Viewed: 5/14/2026 2:21:27 PM Signed: 5/14/2026 2:21:51 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
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In Person Signer: Nikki Peterson Security Level: In Person	Using IP Address: 74.174.59.10	

Electronic Record and Signature Disclosure:
Accepted: 5/14/2026 12:26:11 PM
ID: 907467d0-f494-46f7-8be8-3f41d74e6b32

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) Electronic Record and Signature Disclosure: Accepted: 5/2/2025 10:22:39 AM ID: 0fa6e4ca-f987-424a-aca9-621e948271ec	COPIED	Sent: 5/14/2026 2:21:54 PM Viewed: 5/14/2026 2:38:37 PM
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Felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Chief Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/14/2026 2:21:55 PM Viewed: 5/14/2026 2:31:32 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	5/13/2026 5:09:56 PM
Envelope Updated	Security Checked	5/14/2026 9:06:44 AM
Certified Delivered	Security Checked	5/14/2026 2:21:27 PM
Signing Complete	Security Checked	5/14/2026 2:21:51 PM
Completed	Security Checked	5/14/2026 2:21:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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

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