

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 the **DEKALB 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 **\$1,487,037.00** (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:

DEKALB COUNTY

Title:

DATE:

DATE:

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



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,

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

DeKalb County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
DeKalb County	1-Project	Planning	FWC - DeKalb County - Project 1_Planning & Administration (PD)	The DeKalb County Police Department will implement a multi-operational strategic plan to support regional tactical operations related to the 2026 FIFA World Cup hosted in the Atlanta metropolitan area. This project will enhance staffing, planning, training, exercises, across the region.	Personnel (salaries and overtime)\$ - Only	27,570
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 27,570
	2-Project	Organization	FWC - DeKalb County - Project 2_Operational Overtime (PD)	The DeKalb County Police Department will implement a multi-operational strategic plan to staff and provide strategic outcomes for regional tactical operations related to the 2026 FIFA World Cup hosted in the Atlanta metropolitan area. This project will enhance staffing, planning, training, exercises, across the region.	Personnel (salaries and overtime)\$ - Only	1,120,540
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
Equipment \$ - Only					-	
Supplies\$ - Only					-	
Contractual \$ - Only					-	
Construction \$ - Only					-	
Other \$ - Only					-	
Indirect \$ - Only					-	
Project Funding Amount : Total (Only \$)					\$ 1,120,540	
5-Project	Equipment	FWC - DeKalb County - Project 5_Entry & Tactical (PD)	This project provides equipment needed to rapidly access secured, damaged, or obstructed areas and safely address threats. Breaching and rescue tools reduce delays, support life-saving actions, and improve the ability to manage active shooter, collapse, or high-risk incidents during FIFA events.	Personnel (salaries and overtime)\$ - Only	-	
				Fringe Benefits\$ - Only	-	
				Travel \$ - Only	-	
				Equipment \$ - Only	33,130	
				Supplies\$ - Only	-	
				Contractual \$ - Only	-	
				Construction \$ - Only	-	
				Other \$ - Only	-	
				Indirect \$ - Only	-	
				Project Funding Amount : Total (Only \$)	\$ 33,130	

DeKalb County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
	6-Project	Equipment	FWC - DeKalb County - Project 6 _Personal Protective Equipment (PD)	This project provides ballistic and hazardous material protection needed for safe operations. Equipment such as shields and chemical PPE reduces injury risk, allows responders to operate in dangerous environments, and helps sustain response capability during extended incidents.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	43,388
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 43,388
	9-Project	Organization	FWC - DeKalb County - Project 9 Operational Overtime (DEMA)	Emergency Management seeks funding to support regional emergency management operations related to the 2026 FIFA World Cup hosted in the Atlanta metropolitan area. This project will enhance staffing, planning, training, exercises, Emergency Operations Center (EOC) operations, and Joint Information Center (JIC) support in coordination with the City of Atlanta Office of Emergency Preparedness	Personnel (salaries and overtime)\$ - Only	101,106
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	-
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 101,106
	10-Project	Equipment	FWC - DeKalb County -Project 10_ Hazardous Material Detection (Fire)	The XplorIR is a handheld gas detector that quickly detects, identifies, and measures unknown chemicals, vapors, and hazardous gases during emergencies. It helps responders understand precisely what they are dealing with at hazmat scenes, industrial incidents, chemical spills, suspicious odors, and potential WMD threats.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	85,400
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 85,400
	11-Project	Equipment	FWC - DeKalb County - Project 11_ Search & Rescue (Fire)	The Con-Space US&R Task Force Kit M is a specialized communication and search system designed for urban search and rescue,	Personnel (salaries and overtime)\$ - Only	-

DeKalb County

Award Statement 2026 FWCGP

Agency or Jurisdiction	Project # Funded	POETE	Project Name	Project Description	Expense Category	\$ Award
				especially in collapsed structures, confined spaces, and technical rescue environments. It allows rescuers to listen, locate, and communicate with trapped victims when standard communication tools won't work.	Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 33,549
	12-Project	Equipment	FWC - DeKalb County - Project 12_Communication (Fire)	The Comtac 6 headset for Twin APX radios is designed for operators, such as SWAT medics, who must stay connected to two radio channels simultaneously. It allows one headset to plug into two separate APX radios:	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	22,284
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 22,284
	16-Project	Equipment	FWC - DeKalb County - Medical Examiner 16 Morgue Cooling	The DCMEO has a total (incoming, outgoing, and long-term storage) morgue cooler capacity of 116 individuals and requests funding for four additional shelving units. While four units only increase the capacity by 16 individuals, the square footage of the coolers cannot accommodate more than four additional shelves.	Personnel (salaries and overtime)\$ - Only	-
					Fringe Benefits\$ - Only	-
					Travel \$ - Only	-
					Equipment \$ - Only	20,070
					Supplies\$ - Only	-
					Contractual \$ - Only	-
					Construction \$ - Only	-
					Other \$ - Only	-
					Indirect \$ - Only	-
					Project Funding Amount : Total (Only \$)	\$ 20,070

Total Award	\$ 1,487,037
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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 \$1,487,037.00 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.

- b. Whether the Subrecipient’s work, or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - c. Whether the payment request includes an activity involving support to aliens.
 - d. Whether the subrecipient has any diversity, equity, and inclusion practices.
 - 5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 CFR part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.
- E. **Allowable Costs.** Allowable costs for the FWCGP generally fall into five main categories: planning, organization, equipment, training, and exercises (POETE). All projects funded under the FWCGP must demonstrate a clear connection to building capabilities that safeguard FIFA World Cup events. All costs must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism in accordance with 6 U.S.C. 609(a) and 605(a). Funds may also be used in a manner that enhances preparedness for disasters unrelated to acts of terrorism, if such use assists such governments in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism, pursuant to 6 U.S.C. 609(c). Please see Appendix A: FWCGP Allowable Activities, attached and incorporated herein.
- F. **Unallowable Costs.** The following projects and costs are considered **ineligible** for award consideration:
 - 1. Per FEMA policy and published in Information Bulletin No. 530, the purchase of weapons and weapons accessories, including ammunition, is not allowed with FWCGP funds. Grant funds may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. *(For the purposes of this NOFO, “weaponized aircraft” refers to any aircraft, manned or unmanned, that is equipped with, or designed to deliver, weapons or munitions. Non- weaponized aircraft and Unmanned Aircraft Systems (UAS) used for monitoring, surveillance, or data collection are not prohibited, unless otherwise specified. Requests for technologies with dual-use or mitigation functions that may fall into a gray area should be submitted to FEMA for pre-approval and justification.)*
 - 2. Unauthorized exercise-related costs include:
 - i. Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
 - ii. Equipment that is purchased for permanent installation and/or use, beyond

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)