

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Whatcom County Sheriff's Office	35
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management	3580
Contract or Grant Administrator:	Matt Klein	
Contractor's / Agency Name:	SeattleFWC26	

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): FWCGP-31 CFDA#: 97.160

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 13511063

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- | | |
|---|---|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input checked="" type="checkbox"/> Goods and services provided due to an emergency |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 97,556
 This Amendment Amount:
 \$ 0
 Total Amended Amount:
 \$ 97,556

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

This grant is to assist Whatcom County in preparing to support safety of the community and protection against threats and hazards in connection with the FIFA World Cup events in June and July 2026.

Term of Contract: 3 months

Expiration Date: 8/31/26

Contract Routing:	1. Prepared by: <u>S Webster</u>	Date: <u>5/12/26</u>
	2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>5/12/26</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>5.13.26</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2026-398</u>	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

AGREEMENT FACE SHEET

FY 2026 FIFA World Cup Grant Program (FY 2026 FWCGP)

1. Subrecipient Name and Address: Whatcom County 311 Grand Ave Bellingham, WA 98225	2. Grant Agreement Amount: 97,556.00	3. Grant Agreement Number: FWCGP-31
4. Subrecipient Contact, phone/email: Matt Klein 360-815-5809 mklein@co.whatcom.wa.us	5. Grant Agreement Start Date: July 4, 2025	6. Grant Agreement End Date: August 31, 2026
7. Organization Contact, phone/email: Casey Broom, 360-202-3001, caseyb@sea2026.org	8. Unique Entity Identifier (UEI) : NT6RMN8THTN7	9. UBI (state revenue): 371-010-246
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)		
11. Federal Funding ID #: EMW-2026-WC-05005	12. Federal Award Date: 03/18/2026	13. Assistance Listings & Title: 97.160 - FY 2026 FWCGP
14. Total Federal Award Amount: \$32,252,845	15. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	16. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> non-profit <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
17. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2026 FIFA World Cup (FY 2026 FWCGP) grant program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States. It will provide Federal resources to help Host Cities in implementing the necessary security measures and strengthen capabilities required for this series of high-risk events. FWC grant funds will 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. The Organization is a sub-recipient and Pass-through Entity of the FY 2026 FWCGPC Award Letter for Grant No. EMW-2026-W-05005 ("the Grant"), which is incorporated in and attached hereto as Attachment C, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Organization for use of Federal award funds provided under this Agreement.		

IN WITNESS WHEREOF, the Organization and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter **EMW-026-W-05005** (Attachment C); Work Plan, (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G), and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency among the provisions of the above-described Attachments, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Work Plan, Timeline, and Budget
4. Special Terms and Conditions
5. General Terms and Conditions
6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties have executed this Agreement on the day, and year last specified below.

FOR THE ORGANIZATION:	FOR THE SUBRECIPIENT:
<hr/> <i>Signature</i> <i>Date</i> Ann Kawasaki Romero Chief Operating Officer SeattleFWC26 BOILERPLATE APPROVED TO FORM: 5/08/2026	<hr/> <i>Signature</i> <i>Date</i> Satpal Singh Sidhu, Whatcom County Executive APPROVED AS TO FORM (if applicable): <hr/> <i>Signature</i> <i>Date</i>

ATTACHMENT A

SPECIAL TERMS AND CONDITIONS

FY 2026 FIFA World Cup Grant Program

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution for key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		ORGANIZATION	
Name	Matt Klein	Name	Casey Broom
Title	Deputy Director - Whatcom County Sheriff's Office Division of Emergency Management	Title	VP, Security
Email	mklein@co.whatcom.wa.us	Email	Caseyb@sea2026.org
Phone	360-778-71600	Phone	360-202-3001
Name	Stephanie Webster	Name	George Dugdale
Title	Financial Accountant	Title	SVP Business Operations
Email	swebster@co.whatcom.wa.us	Email	georged@sea2026.org
Phone	360-778-7169	Phone	206-390-2012

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2026 FIFA World Cup Grant Program" (hereafter "the NOFO"), the Preparedness Grants Manual FM 207-23-0001 August 2025 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Organization, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS

The following requirements apply to all DHS/FEMA Preparedness Grants.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of FY 2026 FWCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a subrecipient:

- i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of FY 2026 FWCGP funds, including, but not limited to, those contained in 2 CFR 200.
- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Organization for ensuring that all FY 2026 FWCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this Agreement.
- iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Organization in writing upon discovery.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation, as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies): (A) More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency; (B) Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of fifteen percent (15%) of modified total direct costs or choose to negotiate a higher rate with the Organization.
 - iii. Indirect costs must be expressly identified in the Budget using a single, consistent methodology and shall not be adjusted or modified without prior written approval from the Organization.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. All international travel requires prior FEMA approval.
- e. Reimbursement requests will include a properly completed Reimbursement Spreadsheet detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to FWCGP@sea2026.org no later than the due dates listed within the Timeline (Attachment E).
- f. Receipts and/or backup documentation for any approved items must be maintained by the Subrecipient consistent with record retention requirements and be made available upon request.
- g. The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend a due date in the Timeline (Attachment E).
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted before the date notated in the Timeline (Attachment E).
- i. All costs for equipment and supplies must be incurred, and items received before the Grant Agreement End Date.

- j. Failure to submit timely, accurate, and complete reports and reimbursement requests will prohibit the Subrecipient from being reimbursed until such reports are submitted and reviewed.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals to exceed ten percent (10%) of the Grant Agreement Amount.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds.

3. REPORTING REQUIREMENTS

- a. With each reimbursement request, the Subrecipient shall report how the expenditures relate to the Work Plan (Attachment D) activities in the format provided by the Organization.
- b. With the final reimbursement request, the Subrecipient shall submit a final report to FWCGP@sea2026.org describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended and complete and return to the Organization an Audit Certification/FFATA Form.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement.
- b. All equipment and supplies purchased through this Agreement will be recorded and maintained in the Subrecipient's inventory system. Inventory records shall include: description, serial/model number, Federal Award Identification Number (FAIN), Assistance Listings Number, title holder, acquisition date, cost and federal participation percentage, location/use/condition, and disposition data.
- c. The Subrecipient shall take a physical inventory of equipment and reconcile with property records at least once every two years.
- d. Records for equipment shall be retained for a period of six (6) years from the date of the disposition, replacement, or transfer.
- e. Effective August 13, 2020, FEMA recipients and subrecipients may not obligate or expend any FEMA award funds to procure equipment, systems, or services that use covered telecommunications equipment or services as defined in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Covered entities include Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any subsidiary or affiliate of such entities.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>.
- b. Projects that have historical impacts or the potential to impact the natural or built environment must participate in the DHS/FEMA EHP review process prior to project initiation. The EHP review process must be completed, and FEMA approval must be received by the Subrecipient before any work is started for which reimbursement will be later requested.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327.

- a. For all contracts expected to exceed the simplified acquisition threshold, the Subrecipient must notify the Organization. The Organization may request pre-procurement documents such as requests for proposals, invitations for bids, and independent cost estimates.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Organization

c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021), requiring that infrastructure projects use iron, steel, and manufactured products produced in the United States. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

7. SUBRECIPIENT MONITORING

a. The Organization will monitor the activities of the Subrecipient from award to closeout. The goal of the Organizations monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. Monitoring activities may include but are not limited to: review of financial and performance reports; monitoring and documenting completion of Agreement deliverables; documentation of phone calls, meetings, emails and correspondence; review of reimbursement requests; observation of Agreement-related activities such as exercises, training, events, and equipment demonstrations; and on-site visits to review equipment records and inventories.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services. The analysis should consider: the number or proportion of LEP individuals eligible to be served; the frequency with which LEP individuals come in contact with the program; the nature and importance of the program to people's lives; and the resources available to the program and costs.

B. FWC SPECIFIC REQUIREMENTS

The objectives of the FWC are to enhance security and preparedness for the 2026 FIFA World Cup events in the United States.

1. The Subrecipient shall use the federal funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.

2. Funding may not be used to replace or supplant non-federal funding of emergency management programs.

3. The Subrecipient shall report on the following performance measures and targets per the NOFO:

- 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.
- Number of DHS/FEMA-sponsored and approved Training Sessions completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Exercises completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs.
- The number of security incidents successfully managed or mitigated during the World Cup events.

- Collect feedback from international visitors, FIFA officials, and local stakeholders on the overall security and preparedness of the events.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of FY 2026 FWCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

SeattleFWC26 | DHS/FEMA Grants

Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)

1. DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "Organization" means SeattleFWC26, a private not for profit organization that serves as the Local Organizing Committee hosting and staging the FIFA World Cup 2026 games in Seattle, Washington, or any of the officers or other officials lawfully representing that Organization. The Organization is a sub-recipient of a federal award from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- d. "Subrecipient" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Organization.

2. ADVANCE PAYMENTS PROHIBITED

The Organization shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Organization in advance of delivery and invoicing of such goods or services.

3. AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Organization may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Organization and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Organization to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Except as provided herein, the Subrecipient must comply with the ADA (Public Law 101-336, 42 U.S.C. 12101 et seq., 28 CFR Part 35), which provides comprehensive civil rights protection to individuals with

disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

5. ASSURANCES

The Organization and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency.

7. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract or the making of any federal grant; (2) if any funds other than federal appropriated funds have been paid to any person for influencing activities, the Subrecipient will complete and submit Standard Form-LLL; and (3) the Subrecipient will require the language of this certification be included in the award documents for all subawards at all tiers.

8. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Organization is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws, Energy Policy and Conservation Act, the ADA, Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Ethics in Public Service (RCW 42.52), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), and safety and health regulations.

9. CONFLICT OF INTEREST

No officer or employee of the Organization; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

10. CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors in accordance with 2 CFR Part 200.318 through 200.327.

All contracts entered into by the Subrecipient must include the following provisions, as applicable: administrative/contractual/legal remedies for contracts over the simplified acquisition threshold (\$250,000); termination for cause and for convenience for contracts in excess of \$10,000; Equal Employment Opportunity; Davis-Bacon Act compliance where required; Contract Work Hours and Safety Standards Act compliance; Rights to Inventions; Clean Air Act and Federal Water Pollution Control Act compliance for

amounts over \$150,000; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Procurement of recovered materials; access to records; retention of required records for six years; and energy efficiency standards.

b. The Organization reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with 2 CFR Part 200.317 through 200.327.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

11. DISCLOSURE

The use or disclosure by any party of any information concerning the Organization for any purpose not directly connected with the administration of the Organization's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Organization or as required to comply with the state Public Records Act, other law or court order.

12. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation over a 30-day period, either party may request a dispute resolution board to resolve the dispute. The board shall consist of a representative appointed by the Organization, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties. The laws of the state of Washington and all applicable federal laws shall apply to all disputes hereunder. The venue to resolve all such disputes shall be Seattle, Washington.

13. LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Organization, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

44 CFR 206.9 Non-liability: The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

14. LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Organization's Authorized Signature representative and the Authorized Signature representative of the Subrecipient shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

15. LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Organization may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

16. NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

17. NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap.

18. NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

19. OCCUPATIONAL SAFETY/HEALTH ACT AND WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement.

20. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Organization makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project.

21. POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

22. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement.

23. PUBLICITY

The Subrecipient agrees to submit to the Organization prior to issuance all advertising and publicity matters relating to this Agreement wherein the Organization's name is mentioned or implied. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

24. RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Organization reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

25. RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments.
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Organization or its designee, by the Office of the State Auditor, DHS, FEMA or their

designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law.

c. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement.

26. RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Organization undertakes to assist the Subrecipient with the project/statement of work/work plan by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The responsibility for the design, development, construction, implementation, operation and maintenance of the project is solely that of the Subrecipient.

27. SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision.

28. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Subrecipients of a federal award that expend \$1,000,000 or more in one fiscal year of federal funds from all sources are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Subrecipients that spend less than \$1,000,000 a year in federal awards are exempt from federal audit requirements for that year. After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Organization no later than the earlier of within 30 calendar days of receiving the auditor's report of nine (9) months after the end of the Subrecipient's fiscal year(s), addressed to: Contracts Office, Washington Military Department, Finance Division, Building #1 TA-20, Camp Murray, WA 98430-5032, or Contracts.Office@mil.wa.gov.

29. SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Organization in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Organization or of the state of Washington by reason hereof.

30. TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

31. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Organization Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Organization, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient.

32. TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Organization may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Organization will email the Subrecipient ten (10) business days prior to termination.

33. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Organization, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition, is in violation of any laws or regulations, or has violated any of the covenants, agreements or stipulations of this Agreement, the Organization has the right to immediately suspend or terminate this Agreement in whole or in part.

34. TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Organization terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement, the Organization may require the Subrecipient to deliver to the Organization any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the Organization in writing, the Subrecipient shall: stop work under the Agreement; place no further orders or contracts for materials or services; assign rights to the Organization; settle all outstanding liabilities; transfer title to the Organization; complete performance of such part of the work not terminated; and take action for the protection and preservation of the property related to this Agreement.

35. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Voluntary numerical MWBE participation goals have been established: Minority Business Enterprises (MBE's): 10% and Women's Business Enterprises (WBE's): 6%.

36. VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington and all applicable federal laws. Except as provided otherwise herein, venue for any dispute between the parties arising out of this Agreement shall be in King County, Washington.

37. WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Organization in writing. The Organization's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof shall not constitute a waiver of any right under this Agreement.

ATTACHMENT C
DHS AWARD LETTER

Award Number: EMW-2026-WC-05005

The DHS Award Letter for Grant No. EMW-2026-WC-05005 is incorporated herein by reference. This award consists of funding in the amount of \$32,252,845.00 to the SeattleFWC26 as Recipient and Pass-through Entity for the FY 2026 FIFA World Cup Grant Program.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



Effective date: 03/18/2026

Kathryn Zetzer
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES CAMP MURRAY, WA
98430

EMW-2026-WC-05005

Dear Kathryn Zetzer,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FIFA World Cup Grant Program, has been approved in the amount of \$32,252,845.00 in Federal funding. This award of federal assistance is executed as a Grant.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FIFA World Cup Grant Program (FWCGP) Notice of Funding Opportunity The Preparedness
- Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Gudinas', is located below the 'Sincerely,' text.

David Gudinas
Deputy Assistant Administrator (Acting)

Grant Programs Directorate | Resilience

Award Summary

Program: Fiscal Year 2026 FIFA World Cup Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

Summary description of award

In 2026, the United States, Canada, and Mexico will host the 2026 World Cup. This event will be hosted across 11 cities in the United States with 78 U.S.-based matches making up an extensive series of highrisk events. The FIFA World Cup Grant Program (FWCGP) makes funds available to host cities through governor-designated State Administrative Agencies (SAA), 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.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$32,252,845.00
Indirect charges	\$0.00
Federal	\$32,252,845.00
Non-federal	\$0.00
Total	\$32,252,845.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2026 FWCGP NOFO.

Approved request details:

Investment

Developing and enhancing plans and protocols

<p>DESCRIPTION</p> <p>Planning: Funds will support a multi-agency effort to develop, refine, and exercise jurisdictional Concepts of Operations (CONOPS) and venue specific security plans for Seattle’s six 2026 FIFA World Cup matches and associated fan activities. The planning and executive steering committees will continue to convene to guide work, resolve cross cutting issues, and conduct final reviews of all major planning documents. Jurisdictional CONOPS and venue specific security plans will be finalized, approved, and tested through exercises to ensure they are operationally sound and to surface any residual gaps requiring adjustments to plans, staffing, or mutual aid arrangements. Together, these completed and planned activities demonstrate why advance planning is essential and how the region is systematically building the plans, protocols, and assessments needed to deliver a safe and secure World Cup.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$1,838,174.00</p>	<p>TOTAL</p> <p>\$1,838,174.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		
<p>Operational support</p>		
<p>DESCRIPTION</p> <p>Organization: Funds will be used for operational overtime for law enforcement and emergency responders, overtime and backfill for EOC/ICP/JIC/Fusion Center staff, EMAC/PNEMA mutual aid deployments, and staffing to sustain multi agency governance and coordination structures tied to World Cup operations.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$22,192,382.00</p>	<p>TOTAL</p> <p>\$22,192,382.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		

Other Authorized Equipment

<p>DESCRIPTION</p> <p>Equipment: Planned and completed activities for allowable equipment focus on hardening tournament venues, supporting safe crowd movement, and enabling rapid response to emergencies, with equipment deployed during defined World Cup operational periods. Based on venue assessments and security planning, the jurisdiction is identifying specific equipment and resource requirements needed to ensure safe and secure tournament events at stadiums, fan activations, practice facilities, base camps, hotels, and key transportation nodes.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$6,309,647.00</p>	<p>TOTAL</p> <p>\$6,309,647.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		
<p>Training workshops and conferences</p>		
<p>DESCRIPTION</p> <p>Training: Funds will support a mix of DHS/FEMA sponsored courses, specialized summits and conferences, and World Cup–focused workshops that build the knowledge, skills, and partnerships needed to prepare for, protect against, and respond to threats and emergencies during tournament operations. Training activities will target law enforcement, fire/EMS, emergency management, public health, transportation, and venue security personnel who will play direct operational and planning roles for World Cup events.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$150,000.00</p>	<p>TOTAL</p> <p>\$150,000.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		

Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements

Design, Develop, Conduct, and Evaluate an Exercise

DESCRIPTION		
Exercise: Activities will test and strengthen mass casualty, stadium, and transportation response plans that support World Cup operations, using allowable exercise costs to ensure each exercise is fully designed, conducted, and evaluated in a standardized way. All exercises will be managed as Homeland Security Exercise and Evaluation Program (HSEEP)–compliant activities to produce actionable after-action reports and improvement plan that directly inform updates to plans, procedures, and training priorities. FWCGP funds will provide flexibility to support additional HSEEP compliant exercises that are identified through ongoing planning and operational needs, provided they align with FWCGP NOFO requirements.		
QUANTITY	UNIT PRICE	TOTAL
1	\$150,000.00	\$150,000.00
BUDGET CLASS		
Other		

Agreement Articles

Program: Fiscal Year 2026 FIFA World Cup Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

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<p>Article 1</p>	<p>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
<p>Article 2</p>	<p>General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipientsdhs-financial-assistance.</p>
<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>

Article 5

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a)

Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11

Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government’s decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

<p>Article 13</p>	<p>Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 14</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 15</p>	<p>Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
<p>Article 16</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
<p>Article 17</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

<p>Article 18</p> <p>Equal Treatment of Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p>Article 19</p> <p>Anti-Discrimination</p> <p>Recipients must comply with all applicable Federal anti-discrimination laws material to the government’s payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.</p>
<p>Article 20</p> <p>False Claims Act and Program Fraud Civil Remedies</p> <p>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>

Article 21 **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificatedaircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificatedaircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25 **John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:
<https://www.dhs.gov/guidance-published-help-department-supportedorganizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27 **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

<p>Article 29</p>	<p>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254 (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”</p>
<p>Article 30</p>	<p>Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
<p>Article 31</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>
<p>Article 32</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>
<p>Article 33</p>	<p>Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.</p>

Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	Reporting Subawards and Executive Compensation For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<p>Article 39</p>	<p>SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
<p>Article 40</p>	<p>Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.</p>
<p>Article 41</p>	<p>System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
<p>Article 42</p>	<p>Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.</p>
<p>Article 43</p>	<p>Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.</p>

Article 44**Trafficking Victims Protection Act of 2000(TVPA)**

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 10756**

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46**Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47**Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48

Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

<p>Article 49</p>	<p>Applicability of DHS Standard Terms and Conditions to Tribal Nations The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.</p>
<p>Article 50</p>	<p>Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.</p>
<p>Article 51</p>	<p>Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).</p>

Article 52 **Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 **Indirect Cost Rate**
2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provision & SelfCertification**
In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

<p>Article 55</p>	<p>Summary Description of Award</p> <p>The purpose of the FY 2026 FWCGP is to enhance security and preparedness for the 2026 FIFA World Cup events in the United States. This standalone grant program supports the safe execution of the largest sporting event in history, co-hosted with Canada and Mexico, which is expected to attract over five million international visitors and generate tens of billions of dollars in economic activity across 11 U.S. host cities over 38 days. The program addresses significant security challenges, with all 78 U.S.-based matches designated as Special Event Assessment Rating (SEAR) I and II events, building on historical federal support for major events like the Olympics. This FWCGP award consists of funding in the amount of \$32,252,845.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration.</p>
<p>Article 56</p>	<p>Non-Applicability of Specific Agreement Articles</p> <p>Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award This provision is consistent with the terms of the Notice of Funding Opportunity which state that Paragraphs C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions do not apply to this award.</p>

Article 57**Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al.**

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

Article 58 Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al.

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

Article 59 Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the "Anti-Discrimination" Agreement Article will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

<p>Article 60</p>	<p>Expedited Review of Amendments For any amendment submitted by the Host City Committee Task Force that requires prior approval by the State government pass-through entity under 2 CFR part 200, the pass-through entity must take action on that request within 10 business days and report the request and change to FEMA.</p>
<p>Article 61</p>	<p>Reducing Pass-Through Time Notwithstanding the 45 day pass-through requirement in the NOFO, FEMA recognizes the urgency in which the grant’s stakeholders require access to the funding to enhance the security and preparedness for the 2026 World Cup events in the United States, the recipient must pass-through 100% of funds to the Host Committee Task Force subrecipients within ten (10) business days after receipt of the funds in a manner that is otherwise consistent with the requirements described within the FWCGP NOFO.</p>
<p>Article 62</p>	<p>Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS) As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.</p>
<p>Article 63</p>	<p>Award Compliance Hold Please note that FEMA may reinstate budget or program funding holds if submitted documentation is incomplete or inconsistent with program requirements. All costs charged to the federal award remain subject to FEMA review and must comply with the terms and conditions of the award. If issues arise, we will notify you promptly and work with you to resolve them.</p>

Obligating document

1. Agreement No. EMW-2026-WC-05005	2. Amendment No. N/A	3. Recipient No. 916001095	4. Type of Action AWARD	5. Control No. WX00535N2026T		
6. Recipient Name and Address MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Kathryn Zetzer		9a. Phone No. 4407736676	10. Name of FEMA Project Coordinator FIFA World Cup Grant Program Grant Program		10a. Phone No. 1-877-585-3242	
11. Effective Date of This Action 03/18/2026	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST REIMBURSEMENT		14. Performance Period 07/04/2025 to 08/31/2026 Budget Period 07/04/2025 to 08/31/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FWCGP	97.160	2026-FU-GS01 - P410-xxxx-4101-D	\$0.00	\$32,252,845.00	\$32,252,845.00	See Totals
Totals			\$0.00	\$32,252,845.00	\$32,252,845.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) David Gudinas, Deputy Assistant Administrator (Acting) Grant Programs Directorate Resilience					DATE 03/18/2026	

ATTACHMENT D

WORK PLAN

FY 2026 FIFA World Cup Grant Program

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement.

The Subrecipient's approved Work Plan is incorporated herein by reference and attached to this Agreement. Activities must align with the requirements of the NOFO, the Manual, and the approved application for funding.

PROJECT DESCRIPTION

PURPOSE and NEED: Explain the overall goal of the project and the specific public safety and security need it addresses. Why is the project needed?

The purpose of this project is to provide funding for training, equipment, and overtime costs associated with increased risk of terrorism to crowded outdoor spaces and the traveling public across international border crossings within Whatcom County as a result of the 2026 World Cup games.

PLANNED WORK: Describe the activities, services, and/or equipment purchases included.

Prior to the games, law enforcement personnel will attend training to build capacity for tactical response to terrorist incidents. Additionally, communications infrastructure will be improved to allow for simulcasting of the crossband frequency that is being used as the primary interoperability channel for the games. Traffic control devices will be purchased and pre-deployed prior to game days, and overtime for response personnel on game days will be paid for with funds from this source.

OUTCOME

Explain how the project will improve your organization's ability to respond to threats related to the FIFA World Cup 2026 games. Include expected performance improvements, coverage expansion, and/or operational enhancements.

The outcomes of the project will be an enhanced, interoperable communications system within Whatcom County for combined response, improved tactical coordination and response depth, improved ability to respond to incidents with staff pre-positioned to reduce response time, and an enhanced flow of the traveling public through the area, reducing their time spent idle or in traffic which then reduces their vulnerability to being trapped in an incident location.

ATTACHMENT E

TIMELINE

FY 2026 FIFA World Cup Grant Program

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Organization. Both the Organization and the Subrecipient shall monitor adherence with the dates below.

PROJECT SCHEDULE		
<i>INSTRUCTIONS: Enter the major milestones for the project. Please include at least 2 milestones.</i>		
MILESTONE	START DATE	END DATE
PROJECT START (no earlier than 7/4/2025)	3/25/2026	
Finalize/Implement Contract	Mid April 2026	
Purchase equipment	May/June 2026	
Implment staffing plan for game days and traffic control	June/July 2026	
Closeout grant and program	8/31/2026	8/31/2026
PROJECT COMPLETION (no later than 8/31/2026)		

The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend the due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement submission due date contained in the above Timeline.

ATTACHMENT F

BUDGET

FY 2026 FIFA World Cup Grant Program

The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Work Plan. If funding is identified as not being required, contact the Organization Key Personnel as soon as possible so funding can be reallocated.

AGREEMENT AMOUNT \$97,556							
PROJECT BUDGET							
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
Salaries & Benefits		\$ 66,476					\$ 66,476
Supplies							\$ -
Travel/Per Diem							\$ -
Contractor/Consultant							\$ -
Other						\$ 4,645	\$ 4,645
Equipment			\$ 26,435				\$ 26,435
SUBTOTAL	\$ -	\$ 66,476	\$ 26,435	\$ -	\$ -	\$ 4,645	
Indirect							
TOTAL							\$ 97,556

ATTACHMENT G

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

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

The undersigned certifies that for the _____ [Insert Project Name and Location] that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

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

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

Signature of [Contractor's or Subcontractor's] Authorized Official

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date