

**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:	Washington State Military Dept	

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): E26-272 CFDA#: _____

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: 13511057

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):
 \$ 62,963
 This Amendment Amount:
 \$ 0
 Total Amended Amount:
 \$ 62,963

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: 1 months

Expiration Date: 6/15/26

Contract Routing:	1. Prepared by: <u>S Webster</u>	Date: <u>5/13/26</u>
	2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>5/13/26</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>AB2026-397</u>	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**WASHINGTON STATE MILITARY DEPARTMENT
STATE WORLD CUP GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: Whatcom County 311 Grand Ave Ste 503 Bellingham, Washington 98225-4050		2. Total Grant Amount: \$62,963		3. Grant Agreement Number: E26-272	
4. Grantee Contact, phone/email Matt Klein, 360-778-7160 mklein@co.whatcom.wa.us		5. WMD Representative, phone/email: Michael Alston, 253-512-7410 michael.alston@mil.wa.gov			
6. Program Index & OBJ/SUB-OBJ 7S1WC-NZ		7. Eligibility Period of Costs Incurred 07/01/2025-06/15/2026			
8. Agreement Start Date Upon Execution		9. Agreement End Date 06/15/2026	10. TIN 91-6001383	11. UBI # (state revenue) 371-010-246	
12. Funding Source Authority: Washington State Military Department					
13. Funding Source Agreement # S26-61211-001		14. Service Districts: (BY LEGISLATIVE DIST): 42 (BY CONGRESSIONAL DIST): 02		15. Service Area by County(ies): Whatcom	
16. Grant Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			17. 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 (RCW 39.34)		
18. Grant 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 type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER			19. Grant Selection Process: <input checked="" type="checkbox"/> "To all that apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E/RCW <input type="checkbox"/> N/A		
20. PURPOSE/DESCRIPTION The objective of the general fund—state appropriation for fiscal year 2026 per Engrossed Substitute Senate Bill 5167 Sec. 131 (10) is to passthrough funds to local law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas, for the purpose of public safety and security activities related to the 2026 FIFA World Cup event in Washington State.					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept 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); Statement of Work (Attachment C), Budget (Attachment D), Timeline (Attachment E); 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 in this Agreement, 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. Program documents 3. Statement of Work, Budget, Timeline 4. General Terms and Conditions 5. Special Terms and Conditions 6. Other provisions of the Agreement incorporated by reference.					
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
FOR GRANTEE:			FOR THE DEPARTMENT:		
_____ Signature Satpal Sidhu, County Executive Whatcom County		_____ Date	_____ Signature Seth Daniel Nickerson, Chief Financial Officer Washington Military Department		_____ Date
_____ Signature Kayla Schott-Bresler, Deputy Executive Whatcom County		_____ Date	BOILERPLATE APPROVED TO FORM David Merchant, Assistant Attorney General March 31, 2026		

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION

The Washington Military Department (WMD) herein known as “the DEPARTMENT”, through the Emergency Management Division, passes through funding facilitating activities in preparation of the 2026 World Cup. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEES for eligible expenses related to public safety and security for 2026 World Cup events.

II. KEY PERSONNEL

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

GRANTEE		DEPARTMENT	
Name	Matt Klein	Name	Michael Alston
Title	Deputy Director	Title	Program Coordinator
Email	mklein@co.whatcom.wa.us	Email	Michael.Alston@mil.wa.gov
Phone	360-778-7160	Phone	253-512-7410
Name	Stephanie Webster	Name	Kathryn Zetzer
Title	Financial Accountant	Title	Program Manager
Email	swebster@co.whatcom.wa.us	Email	Kathryn.Zetzer@mil.wa.gov
Phone	360-778-7169	Phone	253-512-7140
Name		Name	General Information
Title			
Email		Email	Preparedness.grants@mil.wa.gov
Phone			

III. ADMINISTRATIVE REQUIREMENTS

- A. The parties shall use the following to determine allowable cost principles: Washington State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. If the GRANTEE uses grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the OFM state grant audit and monitoring guidelines.
- C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the state World Cup grant, WMD policies, and this Agreement.
- D. The GRANTEE shall require its Contractor(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 the Department applicable to the state World Cup funding including, but not limited to, all criteria, restrictions, and requirements of the Engrossed Substitute Senate Bill 5167 Sec. 131 (10) (2026), and the federal and state regulations commonly applicable to state grants.
- E. The GRANTEE and its Contractor shall be responsible for ensuring that all state FIFA World Cup grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.

- F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, the GRANTEE shall submit a "Corrective Action Plan" in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT's report.

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of state FIFA World Cup grant funds have been established by both the state legislature and the DEPARTMENT:

- A. Engrossed Substitute Senate Bill 5167 Sec. 131 (10) provides that funds should be "provided solely for a contract with a public or private entity for the purpose of public safety and security activities related to the 2026 World Cup event. Funding may be provided for law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas."

V. INELIGIBLE COSTS

Costs not identified as allowable and included within the Statement of Work under this Agreement are considered ineligible for reimbursement, in addition to the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the GRANTEE to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- J. *Legal expenses* - related to claims against the DEPARTMENT, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- L. *Lobbying* - expenses related to lobbying activities.
- M. *Personal injury compensation* - or damages arising from administering FIFA World Cup activities, whether determined by adjudication, arbitration, negotiation, or otherwise.

VI. BUDGET, REIMBURSEMENT, AND TIMELINE

- A. Within the total Grant Agreement Amount, travel, contracts, 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 GRANTEE chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and additional approval may be needed.
- D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended.
- E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to reimbursements@mil.wa.gov, no later than the due dates listed within the Timeline (Attachment E).
Reimbursement request totals should be commensurate with the time spent processing by the GRANTEE and the DEPARTMENT.
- F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the GRANTEE consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT and auditors.
- G. The GRANTEE must request prior written approval from DEPARTMENT Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline must be submitted to the DEPARTMENT sufficiently in advance of the due date to provide adequate time for DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.
- H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within fifteen (15) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE providing additional time. If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- I. Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the performance period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.
- J. All costs for equipment and supplies must be incurred, and received, before the Grant Agreement End Date.
- K. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, the reports in the Timeline [Attachment E]), will

prohibit the GRANTEE from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.

- L. Final reimbursement requests will not be approved for payment until the GRANTEE is current with all reporting requirements contained in this Agreement.
- M. A written amendment will be required if the GRANTEE expects cumulative transfers among solution area totals, as identified in the Budget (Attachment D), to exceed ten percent (10%) of the Grant Agreement Amount.

VII. THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.
- B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington Military Department (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivision performing activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "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.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the DEPARTMENT.

4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

The GRANTEE must comply with the ADA, 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) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) AGREEMENT MODIFICATIONS

The Parties may request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties, and any oral understanding or agreements shall not be binding.

8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

10) 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, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

12) HOLD HARMLESS

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

13) INSURANCE, INDUSTRIAL COVERAGE

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement.

14) INSURANCE, GENERAL COVERAGE

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. The GRANTEE hereby notifies the DEPARTMENT that as a Federally Recognized Tribe, Washington State Agency, or Local Government of the State of Washington and in accordance with Washington law, the GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, the GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) LIMITATION OF AUTHORITY

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

17) LOSS OF FUNDING

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) NONDISCRIMINATION

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with

respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) RECAPTURE PROVISION

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT 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 Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

21) RECORDS, MONITORING, AND AUDIT ACCESS

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

22) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

23) CONTRACTING

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

24) TERMINATION

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors fails to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors violates any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

25) TRAVEL AND SUBSISTENCE REIMBURSEMENT

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

26) TREATMENT OF ASSETS

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

STATEMENT OF WORK

State FIFA World Cup Grant Funding

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

PROJECT TITLE *FIFA World Cup Grant Program- Passthrough*

PROJECT DESCRIPTION

PURPOSE and NEED: The overall goal of the project and the specific public safety and security need it addresses.

Seattle will host six matches at Lumen Field between mid-June and early July 2026, including a USA group stage match and knockout round games, drawing sustained high attendance over nearly a month. Local estimates project 750,000 visitors across the tournament period, not only at the stadium but also at fan activations, waterfront activations, and viewing events in downtown and surrounding neighborhoods. The event footprint extends from Lumen Field and Pioneer Square to the state of Washington. This includes hotels, transit hubs, public gathering spaces, and unofficial watch parties, significantly increasing the area that must be secured and actively managed. As high-profile international targets, FIFA World Cup events bring risks that include terrorism, violent crime, crowd surges, cyber and communications disruptions, drone incursions, and disinformation, while Seattle’s dense, transit reliant urban environment creates additional vulnerabilities at station platforms, pedestrian choke points, and last mile routes.

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

The purchase or rental of the following equipment: IR Flashlight Nightcore Cl7 2500, Steamlight Sidewinder Stalk Helmet Light, Cardo Pack Talk, Falcom Headset, BRINC Ball Kit w/Subscription, Radio interference tracking, Avon C50 Respirator, Avon CTCF50 Riot Agent filters, North American Rescue M-FAK Resupply Kit, Aardvark Less Lethal 40mm pack, JN Tactical Ram, JN Tactical Hammer, JN Tactical Halligan, JN Tactical Single Head Break and Rake, JN Tactical QR Sling, Tow Hitches, Rhino Tow Strap, JN Tactical Breaching Head BH-2 w/Truck Mount, Type S 8600 mAh Pro Jump Pack, Good Dude BRB Rescue Bar, Stalker II Hand Held Radar, PIG Lite CF4 Carbon Tri Pod, Sunway FOTO GNN XB-52DL Ball Head, Stalker DSR 2x Mover.

OUTCOME

How the project will improve the region’s ability to prevent, protect, mitigate, respond and recover to terrorism threats related to the FIFA World Cup.

The anticipated outcome of this project is enhanced tactical response, officer safety, threat detection, and rapid deployment capabilities for Whatcom County during FIFA World Cup 2026 and other high-risk public safety incidents. The acquisition of specialized communications equipment, tactical breaching tools, less-lethal response equipment, respirators, medical kits, radar and tracking technology, and rescue and recovery tools will improve the county’s ability to safely respond to critical incidents, coordinate operations in complex environments, monitor potential threats, and support emergency response operations involving large crowds, critical infrastructure, and high-profile events.

IMPACT

Anticipated impact of the project on public safety and critical infrastructure protection and how the project will contribute to long-term security and resilience.

The work will strengthen public safety and critical infrastructure protection by improving coordination, increasing visible security measures, and enhancing real-time threat detection and response. Multi-agency planning and validated CONOPS will enable faster, unified decision-making, while increased staffing and security presence at high-risk venues and transportation hubs will deter and reduce vulnerabilities to attacks. Enhanced intelligence sharing, interoperable communications, and deployment of specialized equipment will improve situational awareness and response capabilities, ultimately reducing risk, protecting key assets, and ensuring continuity of operations during World Cup events.

BUDGET

State FIFA World Cup Grant Funding

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

AGREEMENT AMOUNT	\$62,963
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PROJECT BUDGET

	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
Salaries & Benefits	\$0	\$0		\$0	\$0	\$2,998	\$2,998
Supplies	\$0	\$0		\$0	\$0	\$0	\$0
Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	\$0
Contractor/Consultant	\$0	\$0		\$0	\$0	\$0	\$0
Other	\$0	\$0		\$0	\$0	\$0	\$0
Equipment			\$59,965				\$59,965
SUBTOTAL	\$0	\$0	\$59,965	\$0	\$0	\$2,998	\$62,963
Indirect							
TOTAL	\$0	\$0	\$59,965	\$0	\$0	\$2,998	\$62,963

TIMELINE

State FIFA World Cup Grant Funding

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 Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
July 1, 2025	Eligibility Period start date
Upon Execution	Grant Agreement start date
June 15, 2026	Grant Agreement end date
June 30, 2026	Submit Final Reimbursement Request and Closeout Report

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Whatcom County		Doing business as (DBA)	
ADDRESS 311 Grand Avenue Bellingham, WA 98225	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 370-010-246	Federal Employer Tax Identification #: 91-6001383
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Satpal Singh Sidhu, Whatcom County Executive

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION Whatcom County	DATE SUBMITTED
GRANT PROGRAM - Acronyms Accepted FWCG FFY26	AGREEMENT NUMBER(S) E26-272

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Satpal Singh Sidhu	Whatcom County Executive

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Satpal Singh Sidhu	Whatcom County Executive
		Kayla Schott-Bresler	Deputy Executive

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Donnell "Tank" Tanksley	Sheriff
		Steve Harris	Undersheriff

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.