

CITY OF OAKLAND



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City Administrator's Office
Betsy Lake
Acting City Administrator

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June XX, 2026

Re: Bay Area Host Committee Grant Agreement Supplemental Statement

To whom it may concern:

The City of Oakland (“Subrecipient”) submits this supplemental statement to accompany its Bay Area Host Committee Grant Agreement (“Subrecipient Agreement”) accepting funds awarded through the FIFA World Cup Grant Program, Assistance Listing Number 97.160. In accepting the award, Subrecipient expressly does not waive or relinquish any legal rights or defenses availability to it in the event of any adverse action, including, but not limited to, an action brought under 31 U.S.C. § 3729, nor does it waive any arguments concerning the imposition of legally invalid, vague, or unclear conditions.

Section V.D of the Subrecipient Agreement states that “Subrecipient shall comply with all applicable state and federal laws, Uniform Administrative Requirements . . . for Federal Awards (2 CFR 200), including, but not limited to 2 CFR 200[.]” Subrecipient agrees to comply with the Uniform Administrative Requirements and 2 CFR 200 in effect as of the date of this letter. Subrecipient does not prospectively agree to changes to the Uniform Administrative Requirements or new state or federal laws or regulations that are not in effect as of the date of this letter. Accordingly, Subrecipient does not agree to Section XX of the Subrecipient Agreement addressing Modifications.

Appendix A section 4 of the Subrecipient Agreement states Special Conditions to the agreement including compliance with state and federal non-discrimination statutes. Subrecipient agrees to comply with state and federal non-discrimination statutes and case law interpreting the same and not with any other non-judicial interpretations of the scope of anti-discrimination law.

Appendix B of the Subrecipient Agreement states that the “Subrecipient agrees to comply with the applicable FY 2025 Department of Homeland Security (DHS) Standard Terms and Conditions, Version 3, dated April 18, 2025[.]” The DHS, Federal Emergency Management Agency’s FIFA World Cup Grant Program NOFO, Assistance Listing Number 97.160 (the “FEMA NOFO”) stated, “A recipient under this funding opportunity must comply with the FY 2025 Department of Homeland Security Standard Terms and Conditions, v. 3 (April 18 2025), with the exception of Paragraph C.IX (Communication and Cooperation with the Department of

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Homeland Security and Immigration Officials) and paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration). Paragraphs C.IX and C.XVII(2)(a)(iii) do not apply to any federal award under this funding opportunity.” (emphasis added) Subrecipient hereby confirms its understanding that the exempted paragraphs cited in the preceding sentence do not apply to its award.

In addition, Subrecipient City of Oakland is a Plaintiff in *County of Santa Clara, et al. v. Noem, et al.*, Case No. 25-cv-08330 (N.D. Cal.). On November 21, 2025, the United States District Court for the Northern District of California issued an order (“Preliminary Injunction Order”) that enjoins and restrains Defendants Kristi Noem; United States Department of Homeland Security; Federal Emergency Management Agency; and Karen Evans, the Senior Official Performing the Duties of Administrator of the Federal Emergency Management Agency; their officers, agents, servants, employees, and attorneys; and any other persons who are in active concert or participation with them “from directly or indirectly taking any action to withhold, freeze, or condition funds from the plaintiffs based on (1) Section C.XVII of the Standard DHS Terms (the “Discrimination Condition”); and (2) Section C.XXXI of the Standard DHS Terms (the “EO Condition”).” Subrecipient agrees to the Subrecipient Agreement in reliance on the Preliminary Injunction Order. Subrecipient’s agreement does not constitute acceptance of, or agreement to, the Discrimination Condition or the EO Condition as enjoined by the Preliminary Injunction Order. If the Preliminary Injunction is lifted, Subrecipient does not prospectively agree to be bound by the challenged conditions.

Very truly yours,

Betsy Lake
City of Oakland Acting City Administrator