

**THE BAY AREA HOST COMMITTEE
GRANT AGREEMENT**

This Agreement is entered into between the Bay Area Host Committee, (“BAHC”) and the **CITY OF OAKLAND** (“Subrecipient” and collectively with BAHC shall be referred to as the “Parties”).

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through the Federal Emergency Management Agency (“FEMA”), administers the FIFA World Cup Grant Program (“FWCGP”), Assistance Listing 97.160;

WHEREAS, funding is passed through the State Administrative Agency to the Bay Area World Cup 2026 Host City Planning Committee to the Bay Area World Cup 2026 Host City, LLC for subaward to eligible entities;

WHEREAS, CITY OF OAKLAND has been selected to receive funding to support safety and security operations associated with the FIFA World Cup.

NOW, THEREFORE, the Parties agree as follows:

- I. **SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES.** The following documents are hereby incorporated by reference into this Agreement:
 - A. This Agreement, and any amendments, executed by all parties.
 - B. Special Terms and Conditions (Appendix A)
 - C. FY 2025 DHS Standard Terms and Conditions (Appendix B).
 - D. FEMA Preparedness Grants Manual (Appendix C)
 - E. Final Budget (Appendix D)Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.
- II. **PURPOSE.** The purpose of this Agreement is to establish a subrecipient relationship between BAHC and the CITY OF OAKLAND, whereby BAHC will provide grant funds to be used solely for operations and costs associated with hosting the 2026 FIFA World Cup as described in the Final Budget, Appendix D (the “Project”) or, if authorized by BAHC, as is otherwise consistent with this Agreement and its Attachments, the FIFA World Cup Grant Program (FWCGP), Assistance Listing 97.160 and any applicable federal regulations and lawful guidance issued by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).
- III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.
- IV. **TERM.** The term of this Agreement shall be from the Effective Date and shall include as the period of performance July 4, 2025 (the “Start Date”) through July 31, 2026 (the “End Date”). Subrecipient shall have a continuing duty beyond the End Date to provide

reports, as set forth in Section VIII, and retain records, as set forth in Section IX

V. GRANT FUNDS.

- A. In consideration of the covenants to be provided by Subrecipient, and so long as consistent with this Agreement, the FWCGP and applicable laws, BAHC agrees to provide grant funds for the OAKLAND POLICE DEPARTMENT INTERNATIONAL TEAM SECURITY SUPPORT – FIFA WORLD CUP 2026 in an amount up to \$750,000.00 which shall constitute the up to maximum amount available from BAHC to Subrecipient under this Agreement.
- B. BAHC is providing these grant funds to the CITY OF OAKLAND for the express purposes as set forth in this Agreement, its Attachments and any subsequent amendments.
- C. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the FWCGP and this Agreement and any subsequent amendments.
- D. Subrecipient shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200 and Subpart F (Audit), the provisions of this Agreement, and additional directions provided by BAHC or lawful guidance issued by the United States Department Homeland Security (DHS), Federal Emergency Management Agency (FEMA).
- E. Grant funds are awarded in the following budget categories:

Budget Category	Award Amount
Personnel	\$ 750,000.00
ERE/Fringe Benefits	
Contractual	
Equipment	
Other	
Total Award	\$ 750,000.00

VI. FEDERAL AWARD. The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

Subrecipient Information:	
Name of Entity	City of Oakland
Address	1 Frank H. Ogawa Plaza, Oakland, CA 94612
Unique Entity Identifier (UEI-formally DUNS)	GBDMTM5J75R6
Federally Approved Indirect Cost Rate (if applicable)	N/A
Grant/Award Information:	
Grant Award Number (issued by the Host Committee)	2026-BAHC-003
Modification/Amendment Number (if any)	N/A
Project Name/Description	Bay Area Host Committee State and Local Public Safety Grant Program

	Support the operations and costs associated with hosting the 2026 FIFA World Cup
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	July 4, 2025- July 31, 2026
Budget Period (if different than performance dates)	July 4, 2025 – July 31, 2026
Amount Obligated	\$ 750,000.00
Total Grant/Award amount	\$ 750,000.00
Research and Development Award Yes/No	No
Federal Award Information:	
Assistance Listing Title	FIFA World Cup Grant Program
Assistance Listing/CFDA Number	97.160
Federal Awarding Agency	U.S Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
Federal Award Identification Number	EMW-2026-WC-05008
Federal Award Date (date awarded to State Agency)	3/18/2026
Pass-Through Entity	California Office of Emergency Services / Bay Area Host Committee
Contact information for Awarding official of Pass-through Entity:	Ruth Mizobe Shikada, Vice President Government & External Affairs ruth.shikada@bayareahostcommittee.com

VII. COVENANTS OF SUBRECIPIENT. In consideration of the grant funds referenced in Section V, Subrecipient shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

- A. Use grant funds as described in the Grant Administration Plan and Final Budget
- B. Adhere to the timeline in accordance with the Grant Administration Plan and Final Budget.
- C. Obtain prior written approval from BAHC for changes in any budget category
The Subrecipient shall also request written approval from BAHC for changes in the scope or nature to the Project due to unforeseeable changes of circumstances.
- D. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant funds.
- E. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
 - 1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles.
 - 2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs.
 - 3. Conflict of Interest: including the process to identify and address any conflicts.

4. Grant program compliance/management: including systems, staffing and reporting.
BAHC reserves the right to review all business systems policies.
- F. At BAHC's request, Subrecipient shall participate in calls and/or meetings as necessary to allow BAHC to oversee the administration of the Project and shall invite a BAHC designated World Cup liaison to all meetings of working groups established by Subrecipient.
- G. Permit BAHC, as necessary, on-site office visits to monitor the progress of the Project. For the sake of clarity nothing in this Section is intended to permit on-site visits to FIFA managed events or activities.
- H. Not supplant grant funding for Project expenses where Subrecipient has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.
- I. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.
- J. Maintain an active registration with SAM.gov.
- K. Attest the Subrecipient has read and understands the federal grant requirements laid out in 2 CFR 200.
- L. Include all applicable and appropriate guidance, rules, regulations, and terms of this Agreement in any sub-award or contract entered into after the date of this Agreement funded by these grant funds.
- M. Provide detailed accounting reports for all expenditures

VIII. REPORTING.

- A. Reporting System: Subrecipient shall utilize the BAHC reporting within the designed grants management system.
- B. Financial Reporting: Subrecipient shall provide monthly financial and narrative reports for the Project to the BAHC detailing the use of the grant funds in such a way that are consistent with the Project as described in the Grant Administration Plan and Final Budget. Subrecipient's reports shall identify all grant funds remaining to be spent, Project progress and outcome of the Project. All financial reports and requests for reimbursement must include evidence of funding spent, to include but not limited to, invoices, documentation of funding spent, timecards, and expense transactions.
- C. Programmatic Reporting: Subrecipients shall provide monthly programmatic reports for the Project tracking the following performance measures:
 - a. Number of FWCGP-funded operational and overtimes hours
 - b. Number of DHS/FEMA-sponsored and approved training sessions completed
 - c. Number of HSEEP-compliant exercises completed
 - d. Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs
 - e. Number of security incidents successfully managed or mitigated during World Cup events

D. At the sole discretion of BAHC, additional reports after the End Date, may be required.

E. Reporting Schedule:

Time Period	Report Due date
July 4, 2025-May 31, 2026	June 8, 2026
June 1 – June 30, 2026	July 8, 2026
July 1- July 31, 2026	August 7, 2026

IX. RECORD RETENTION. Subrecipient shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the FWCGP. Subrecipient shall provide such records to BAHC promptly upon written request by BAHC. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

X. DEFAULT. BAHC, in its discretion, may declare Subrecipient in default under this Agreement upon the occurrence any of the following:

- A. Subrecipient’s failure to complete the Project or apply the grant funds to the purposes as set forth in Section II of this Agreement.
- B. Subrecipient’s failure to use grant funds for the Project as described in the Grant Administration Plan and Final Budget.
- C. Subrecipient’s failure to timely provide reports for the Project and as required under Section VIII of this Agreement.
- D. Subrecipient’s failure to otherwise satisfy, in any manner, any of the other obligations of Subrecipient as set forth in Section VII or any other part of this Agreement and its Attachments, the Grant Administration Plan and Final Budget, or any subsequent amendments.
- E. BAHC reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the FWCGP, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the FWCGP.

In the event of a default under this Section, BAHC may provide Subrecipient with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then BAHC, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by BAHC be repaid by Subrecipient and/or not provide any remaining grant funds to Subrecipient.

XI. TERMINATION. BAHC may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. BAHC may also terminate this Agreement, in whole or in part, if Subrecipient has failed to comply with the conditions of this Agreement, the Grant Administration Plan and Final Budget,

or subsequent amendments. If this Agreement is terminated by BAHC, Subrecipient shall return to BAHC any unexpended grant funds within seven (7) days and provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.

XII. REPAYMENT. Subrecipient may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. Subrecipient shall also be required to repay any FWCGP funds granted under this Agreement that remain unspent. BAHC reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Subrecipient for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grant Administration Plan and Final Budgets and reallocate part or all of said funds prior to the End Date.

XIII. SUBJECT TO AVAILABILITY OF FUNDS. This agreement is subject to the availability of funds as appropriated by the World Cup FWCGP Fund.

XIV. NOTICES. All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to BAHC shall be addressed as follows:

Bay Area Host Committee
Attn: Ruth Mizobe Shikada
Address: 444 Castro Street, Suite 150
Mountain View, CA 94041
Email: ruth.shikada@bayareahostcommittee.com

B. Notices to Subrecipient shall be addressed as follows:

CITY OF OAKLAND
Attn: Sgt. Jorge Cabral
Address: 1 FRANK H. OGAWA PLAZA, OAKLAND, CA 94612
Email: ELAKE@OAKLANDCA.GOV

XV. INDEPENDENT CONTRACTOR/SUBRECIPIENT. All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

XVI. ASSURANCES. Subrecipient certifies that Subrecipient is an organization in good standing under the laws of the State of California, is not the subject of any ongoing or

pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the FWCGP and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to

XVII. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVIII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon BAHC, Subrecipient and their respective permitted successors and assigns provided that this Agreement may not be assigned by Subrecipient without the express written consent of BAHC.

XIX. WAIVER. In the event of breach of Agreement, or any provision thereof, the failure of BAHC to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

XX. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, **except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.**

XXI. INDEMNIFICATION. The Parties agree that where BAHC may rely upon the certification of the Subrecipient that such expenses for which Subrecipient shall use the grant proceeds meet the requirements of the FWCGP and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of these FWCGP funds determines that such use was not permitted under FWCGP, Subrecipient agrees to indemnify, reimburse and make whole BAHC for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to BAHC or the State of California. Subrecipient further agrees to indemnify, reimburse, or make whole BAHC or the State of California for any penalties associated with the federal government seeking to recoup the expended FWCGP funds which BAHC disbursed to Subrecipient.

XXII. CONTRACTUAL PROVISIONS ATTACHMENT. The provisions found in Appendix B FY 2025 DHS Standard Terms and Conditions, which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXIII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of California.

XXIV. ATTORNEYS' FEES. In the event of any dispute, claim, or action arising out of or relating to this Agreement or the enforcement hereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs, in addition to any other relief to which such party may be entitled.

XXV. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF or similar format) shall be deemed effective for all purposes.

XXVI. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, and understandings, whether written or oral. This Agreement may not be amended or modified except by a written agreement signed by both parties.

Signature Page Follows

Bay Area Host Committee



Zaileen Janmohamed, President & CEO

Date

CITY OF OAKLAND

Elizabeth “Betsy” Lake, Assistant City Administrator

Date

Appendix A – Special Conditions

1. System for Award Management Active Registration

This condition applies to any Subrecipient required to maintain registration in the System for Award Management (SAM.gov) pursuant to 2 CFR Part 25 and 2 CFR § 200.332.

The Subrecipient shall maintain an active SAM.gov registration, including a valid Unique Entity Identifier (UEI), at all times during the period of performance and through closeout.

No Federal funds shall be obligated, disbursed, or reimbursed unless the Subrecipient's SAM.gov registration is active and verified by BAHC. If the registration is pending, inactive, expired, or lapses at any time, all payments shall be withheld until active status is reestablished and verified.

Failure to maintain active registration may result in delayed payments, disallowance of costs, or other remedies in accordance with applicable Federal regulations and the terms of this Agreement.

2. The subrecipient will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate based conduct:

- a) California Penal Code section 422.6(a);
- b) California Penal Code section 404.6;
- c) California Penal Code section 422(a);
- d) California Civil Code section 52.1;
- e) 18 U.S.C. § 249;
- f) 42 U.S.C. § 3631;
- g) 18 U.S.C. § 247; and
- h) 18 U.S.C. § 241, 245.

3. Proof of Authority

The Applicant/Subrecipient will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant/Subrecipient and the city council, governing board, or authorized body agree:

- a) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant/Subrecipient and the city council, governing board, or authorized body;
- b) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- c) The Applicant/Subrecipient is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial, and

financial capability (including funds sufficient to pay the non federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and

- d) The official executing this agreement is authorized by the Applicant/Subrecipient.

This Proof of Authority must be maintained on file and readily available upon request.

4. Non-Discrimination and Equal Employment Opportunity

The Applicant/Subrecipient will comply with all state and federal statutes and regulations relating to non-discrimination, including:

- a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and 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) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity, as well as the Federal Emergency Management Agency's (FEMA) implementing regulations at 44 C.F.R. Part 19 for awards issued by FEMA;
- c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs in any program or activity receiving federal financial assistance;
- d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance;
- f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the 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. § 100.201);

- h) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- i) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant/Subrecipient must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- j) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- l) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

<https://www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/>

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

5. California Public Records Act and Freedom of Information Act

The Applicant/Subrecipient acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant/Subrecipient should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

6. Environmental Standards

The Applicant/Subrecipient will comply with state and federal environmental standards, including:

- a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- e) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- f) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- g) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- h) The Endangered Species Act of 1973, (P.L. 93-205);
- i) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- j) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- k) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

7. Conflict of Interest

The Applicant/Subrecipient will establish safeguards to prohibit the Applicant/Subrecipient's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Labor Standards

The Applicant/Subrecipient will comply with the following federal labor standards:

- a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

9. Worker's Compensation

The Applicant/Subrecipient must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

10. Property-Related

If applicable to the type of project funded by this federal award, the Applicant/Subrecipient will:

- a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

11. Use of Cellular Device While Driving is Prohibited

The Applicant/Subrecipient is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

12. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron

and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

13. Limited Waiver of Sovereign Immunity by Federally Recognized California Indian Tribe

Applicant/Subrecipient and any of its subrecipients recognize nothing outlined in these assurances shall be constructed as consent by any federally recognized California Indian tribe to be bound by the laws of the State of California or the laws of the United States to which the federally recognized California Indian tribe is not bound, except as expressly agreed herein. This limited waiver of sovereign immunity shall be strictly construed.

Appendix B – FY 2025 DHS Standard Terms and Conditions

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, as incorporated herein by reference. The DHS Standard Terms and Conditions are available at: [FY 2025 DHS Standard Terms and Conditions, Version 3](#)

Appendix C – FEMA Preparedness Grants Manual

The Subrecipient agrees to comply with the applicable requirements, policies, and procedures set forth in the FEMA Preparedness Grants Manual, FM-207-23-001, dated August 2025, as incorporated herein by reference. The FEMA Preparedness Grants Manual is available at: [FEMA Preparedness Grants Manual](#)