

Mutual Aid Payment Agreement

This Mutual Aid Payment Agreement, dated as of the date of the last signature by a party, (this "**Agreement**"), is entered into between the undersigned governmental City of Norman, Oklahoma ("**Responder**"), and KC2026, a Missouri nonprofit corporation ("**KC2026**", and together with Responder, the "**Parties**", and each, a "**Party**").

RECITALS

Responder has entered into an Agreement (the "**Mutual Aid Agreement**") to provide mutual aid and assistance to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026 as follows:

Name of Contracting Jurisdiction: Kansas City, MO Police Department

Title and Description of Mutual Aid Agreement: Kansas City, MO Police Department Mutual Aid Agreement

KC2026 desires to reimburse Responder for the compensation for mutual aid assistance under the Mutual Aid Agreement as set forth in this Agreement.

The FIFA World Cup Grant Program ("**FWCGP**") was established by the One Big Beautiful Bill Act (2025) and provides for federal funding to enhance security and preparedness for the 2026 FIFA World Cup™ events.

The Missouri Department of Public Safety (the "**SAA**") has received an award under the FWCGP and will pass through 100% of the grant funds to KC2026 as the Host City Committee Task Force for Kansas City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Responder intends to provide the following under the Mutual Aid Agreement:

No. Officers: 7

Date(s): June 11, 2026 and June 12, 2026

No. Lodging Rooms and Dates: June 10, 2026 – June 13, 2026

Total Expected Hours of Service: approximately 210 hours

2. Responder shall pay its employees for the mutual aid assistance provided according to its prevailing law, rules and regulations or other agreements. Responder agrees to comply with all federal, state, and local laws and regulations in providing mutual aid services.

3. Within thirty (30) days following the conclusion of the period of mutual aid and assistance, the Responder shall provide to KC2026 documentation via email at the following email

address: WC2026Invoices@marc.org : (a) certification in the Form attached as Exhibit A, (b) reimbursement cover sheet in the form provided by KC2026, and (c) documentation of reimbursed expenses, including the following, as applicable, invoice/receipts, purchase order, proof of payment (including paycheck stubs), timesheets, employee sign-in sheets and other proof of services rendered. Responder shall provide such other reasonable documentation requested by KC2026. Responder acknowledges and agrees that it will not submit expenses for reimbursement if such expenses have not been or will not be submitted by Responder for reimbursement under another program or grant. Responder agrees to provide to the SAA, the FEMA Administrator or any of their authorized representatives to access any books, documents, papers and records of the Responder which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

4. KC2026 agrees to provide the following to the Responding Agency:

(a) KC2026 will provide lodging for Responder officers while performing duties. KC2026 will provide one meal to Responder officers during their shift.

(b) Maximum Hourly Reimbursement Rate for Services Provided*: \$150/hour

* Responder acknowledges that the hourly reimbursement rate includes mileage and cost of meals not provided by KC2026.

(c) Responder acknowledges that KC2026 will reimburse Responder only for those expenses eligible for reimbursement under the FWCGP and approved for reimbursement by the SAA and FEMA.

(d) The total amount payable under this agreement will not exceed \$35,000 (the "**Total Fees**")

5. KC2026 is responsible only for providing meals and lodging for mutual aid officers and the reimbursement of eligible expenses up to the Total Fees, as described herein. Responder shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel in performing services under the Mutual Aid Agreement, and KC2026 will not be liable for any claims relating to or arising out of the services provided by Responder under the Mutual Aid Agreement.

6. Responder will notify KC2026 if there is any change in its expected performance under the Mutual Aid Agreement. Upon a default by Responder of its obligations under the Mutual Aid Agreement or this Agreement, KC2026 may immediately terminate this Agreement and Responder will not be entitled to receive payment for services that were not completed or are unacceptable to KC2026.

7. In accordance with the terms of the FWCGP, the Parties agree that the terms and conditions set forth in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and incorporated herein by reference, apply to the extent applicable to this Agreement, including the following:

a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment

Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

i. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

iii. Withholding for unpaid wages and liquidated damages —

1. Withholding process. The SAA may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

b. A contracting agency for its reprocurement costs;

c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

d. A contractor's assignee(s);

e. A contractor's successor(s); or

f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

iv. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

v. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4. Informing any other person about their rights under CWHSSA or this part.

c. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

i. All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

ii. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or re-requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

iii. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

iv. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

v. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

vi. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

vii. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

viii. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

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

h. Procurement of Recovered Materials. States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

i. Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS). As a condition of this agreement, Responder must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.) Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

j. Employment of Unauthorized Aliens. Pursuant to Section 285.530.1 RSMo, Responder assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees.

8. This Agreement may not be modified or amended except by a written instrument signed by the Parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. This Agreement will be terminated automatically if the Mutual Aid Agreement is terminated prior to services being performed. This Agreement may be terminated by KC2026 upon written notice to Responder, to be effective as of the date set forth in the notice. KC2026 may terminate this Agreement for cause if Responder breaches or fails to comply with any of its obligations under this Agreement. KC2026 will only be obligated to pay Responder's reasonable, documented, allowable and undisputed Total Fees incurred prior to the termination date.

10. All notices other communications under this Agreement shall be in writing and shall be delivered to the Parties (with a copy thereof sent for information purposes to the e-mail addresses appearing below) by personal delivery, first class mail, or by nationally recognized overnight courier service that maintains records of delivery to the address set forth below, or to such other address as either Party may designate from time to time:

a. If to KC2026:

KC2026
1100 Walnut, Suite 1800
Kansas City, MO 64106
Attn: Lindsey Douglas, COO
Email: ldouglas@kansascityfwc26.com

b. If to Responder:

City of Norman, Oklahoma
Norman Police Department
112 W. Daws Street
Norman, OK 73069
Attn: Captain Carl Pendleton
Email: Carl.Pendleton@normanok.gov

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In the event that any signature is delivered by electronic transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

KC2026

RESPONDER:

By: _____

By: _____

Name: _____

Name: Stephen T. Holman

Title: _____

Title: Mayor

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

Exhibit A
Reimbursement Request Certification

Date: _____

Requesting Agency Name:	
Amount Requested:	
Period of Request:	

The undersigned certifies that the expenses identified on the attached cover sheet and submitted for reimbursement to KC2026 under the Mutual Aid Payment Agreement were incurred during the period set forth above and are true, complete and accurate. The identified expenses have not been and will not be reimbursed to the requesting entity by another funding source.

Name:

Title: