

## Mutual Aid Payment Agreement

This Mutual Aid Payment Agreement, dated as of date of last signatory received (this "**Agreement**"), is entered into between the undersigned governmental Responding Agency ("**Responding Agency**"), and KC2026, a Missouri nonprofit corporation ("**KC2026**", and together with Responding Agency, the "**Parties**", and each, a "**Party**").

### RECITALS

Responding Agency intends to enter into a Mutual Aid Agreement (the "**Mutual Aid Agreement**") with the Kansas City Police Department ("**KCPD**") 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.

KC2026 desires to provide 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. Responding Agency will provide to KC2026 the following information following execution of the Mutual Aid Agreement: (a) Number of Officers, (b) Date(s) of service, (c) Number of lodging rooms and dates needed, and (d) Total Expected Hours of Service.
2. Responding Agency shall pay its employees for the mutual aid assistance provided according to its prevailing law, rules and regulations or other agreements. Responding Agency agrees to comply with all federal, State of Missouri, and local laws and regulations in providing mutual aid services.
3. Within sixty (60) days following the conclusion of the period of mutual aid and assistance, the Responding Agency shall provide to KC2026 documentation via email at the address set forth in Section 10 (a) below: the of all direct and indirect payroll costs plus any taxes and any applicable paid employee benefits which are measured as a function of payroll for the service provided under the Mutual Aid Agreement, plus other reasonable documentation requested by KC2026. Responding Agency 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 Responding Agency 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 Responding Agency officers while performing duties. KC2026 will provide one meal to Responding Agency officers during their shift.

(b) Hourly Reimbursement Rate for Services Provided\*: \$150.00 / hour.

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

(c) The total amount payable under this agreement will be calculated based on the total hours committed by Responding Agency at the rate described above, and KC2026 will provide to Responding Agency in writing the maximum amount payable under this Agreement following receipt of the number of hours committed by the Responding Agency (the "**Total Fees**")

5. KC2026 is responsible only for the payment of Total Fees and providing meals and lodging for mutual aid officers as described herein. Responding Agency 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 Responding Agency under the Mutual Aid Agreement.

6. Responding Agency will notify KC2026 if there is any change in its expected performance under the Mutual Aid Agreement. Upon a default by Responding Agency of its obligations under the Mutual Aid Agreement or this Agreement, KC2026 may immediately terminate this Agreement and Responding Agency 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.

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 Responding Agency, to be effective as of the date set forth in the notice. KC2026 may terminate this Agreement for cause if Responding Agency breaches or fails to comply with any of its obligations under this Agreement. KC2026 will only be obligated to pay Responding Agency'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](mailto:ldouglas@kansascityfwc26.com)

b. If to Responding Agency:

Columbia MO Police Department  
600 E Walnut Street  
Columbia, MO 65201  
Attn: Lisa Roland, Admin Svc Manager  
Email: [lisa.roland@como.gov](mailto:lisa.roland@como.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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESPONDING AGENCY:

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager



Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/mc