

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, *et al.*,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND
BUDGET, *et al.*,

Defendants.

Civil Action No. 25-11816-IT

MOTION FOR SUMMARY JUDGMENT

Plaintiffs New Jersey, Massachusetts, New York, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Hawai‘i, Illinois, Laura Kelly, in her official capacity as Governor of the State of Kansas, Office of the Governor *ex rel.* Andy Beshear, in his official capacity as Governor of the Commonwealth of Kentucky, Maine, Maryland, Attorney General Dana Nessel for the People of Michigan, Minnesota, Nevada, New Mexico, Oregon, Josh Shapiro, in his official capacity as Governor of the Commonwealth of Pennsylvania, Rhode Island, Vermont, and Wisconsin (together, “Plaintiffs”), respectfully move, pursuant to Fed. R. Civ. P. 56 and the Court’s July 28, 2025 Electronic Scheduling Order, ECF No. 63, for summary judgment on Count I of their First Amended Complaint, ECF No. 64, against all Defendants.

For the reasons detailed in Plaintiffs’ accompanying Memorandum of Law and supporting exhibits, Plaintiffs seek a declaratory judgment in the form attached hereto as **Exhibit A**.

Dated: August 4, 2025

Respectfully submitted,

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LOCAL RULE 7.1 CERTIFICATE

I, Vanessa A. Arslanian, certify that between July 18, 2025, and July 25, 2025, I conferred with counsel for defendants regarding this motion, as set forth in the parties' joint motion for a scheduling order (ECF No. 61).

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CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants.

/s/ Katherine B. Dirks
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Dated: August 4, 2025

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR
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INTRODUCTION

The Trump Administration has mounted an unprecedented and unlawful campaign to terminate billions of dollars in critical federal funding appropriated by Congress. At the President’s direction, federal agencies have canceled thousands of grants that they previously had awarded to Plaintiffs—23 States and the District of Columbia—for projects and programs that those same agencies had reviewed, approved, and supported only months prior. With the stroke of a pen, federal agencies have deprived States of funding they rely on and had already been using to combat violent crime and protect public safety, equip law enforcement, educate students, safeguard public health, protect clean drinking water, conduct life-saving medical and scientific research, address food insecurity, ensure access to unemployment benefits, and much more.

Federal agencies have based this unprecedented campaign on a single subclause buried in federal regulations promulgated by the Office of Management and Budget (OMB) and incorporated verbatim into regulations promulgated by Agency Defendants.¹ This provision, referred to here as the “Clause,” states that agencies may terminate grants if an award “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4) (2024); 2 C.F.R. § 200.340(a)(2) (2021). Defendants have claimed that those words provide them with virtually unfettered authority to terminate federal funding. Indeed, each Agency Defendant has invoked the Clause since January 20 to terminate grants to Plaintiffs because the grants purportedly do not advance this Administration’s new priorities. Defendants have done so without advance notice, without explanation, and often in direct contravention of the will of Congress.

Defendants’ invocation of the Clause to terminate billions of dollars in federal funding violates the law in at least three ways. *First*, the Clause cannot be used to terminate existing grants

¹ “Agency Defendants” refers to all Defendants except OMB.

based on new agency priorities identified *after* the time of the federal award. The Clause’s text and rulemaking history make plain that it permits termination in only limited circumstances, specifically where the grant can no longer feasibly achieve its *original* objectives. The Clause does not confer upon federal agencies a broad power to terminate grants on a whim based on newly identified agency priorities. To conclude otherwise would not only render other provisions of the same regulation superfluous—which require agencies to put the public and grantees on notice of their goals and priorities—but would run counter to constitutional principles requiring States to have clear notice of the conditions on any funding they accept. *Second*, the Clause cannot be used to withhold duly appropriated funds by identifying “agency priorities” that disregard or are otherwise incompatible with Congress’s directives. Congress—not the Executive Branch—has the power of the purse. Federal agencies cannot simply refuse to spend appropriated funds in defiance of statutory mandates enacted by Congress. *Third*, the Clause cannot be used to terminate existing grants if the award terms and conditions do not clearly and unambiguously specify that the award can be terminated when it “no longer effectuates the program goals or agency priorities.” That is abundantly clear from the plain text of the Clause itself, an adjacent clause of the same regulation, over a decade of rulemaking history, and recent case law.

Plaintiffs request a declaratory judgment to clarify these limits on the Clause. Plaintiffs collectively have billions of dollars in grants already awarded by Defendants and receive billions of dollars in federal funding from Defendants each year. These grants are at imminent risk of termination. Indeed, the President has expressly directed all federal agencies to “review all existing covered contracts and grants and,” where consistent with applicable law, “terminate or modify (including through renegotiation) such covered contracts and grants to reduce overall Federal spending or reallocate spending to promote efficiency and advance the [new] policies of [the

Trump] Administration.” *See* Implementing the President’s “Department of Government Efficiency” Cost Efficiency Initiative, Exec. Order No. 14,222, 90 Fed. Reg. 11,095-96 (Feb. 26, 2025). And federal agencies have already invoked the Clause—and newly discovered agency priorities—to terminate thousands of grants awarded to Plaintiffs worth billions of dollars. Moreover, Plaintiffs will be applying for future grants in the days, weeks, and months ahead, and they regularly receive billions of dollars in federal funding each year. These grants could also be abruptly terminated under Defendants’ view of the Clause, depriving Plaintiffs of fair notice of the conditions that apply to their grants and undermining the stability of their budgets.

In light of the ongoing harms stemming from Defendants’ continuing invocation of the Clause, Plaintiffs have a strong interest in obtaining a legal declaration of the meaning and limitations of the Clause. While Defendants may change their priorities (consistent with applicable law) and take those new priorities into account when awarding *new* grants, their invocation of those new priorities to terminate *existing* grants is unlawful. The Court should therefore enter judgment for Plaintiffs on Count I and issue a declaratory judgment to clarify the circumstances under which the Clause does not permit or authorize Agency Defendants to terminate federal awards mid-grant.

BACKGROUND

I. The Clause and Regulations Governing Grant Terminations

A. 2013 OMB Rulemaking

In 2013, OMB engaged in notice-and-comment rulemaking to “streamline” federal grant-making and to “strengthen” oversight. *See* Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 Fed. Reg. 78,590 (Dec. 26, 2013). The rule OMB issued, which OMB described as “Guidance,” sought to advance these twin goals by “provid[ing] a governmentwide framework for grants management” and “set[ting] standard requirements for

financial management of Federal awards across the entire Federal government.” *Id.*

As part of that framework, before grant applications are solicited, federal agencies must provide public notices containing “sufficient information to help an applicant make an informed decision about whether to submit an application” for federal funding, including fully describing the program to be funded and the agency’s “priorities” in making selections. *Id.* at 78,621-22 (setting forth 2 C.F.R. §§ 200.202, 200.203); *see also id.* at 78,673 (requiring “full program description of the funding opportunity”). More specifically, all Notices of Funding Opportunities (“NOFOs”) are required to include the same or similar information so that “[p]otential applicants ... [are] able to find similar information across all Federal NOFOs.” Guidance for Federal Financial Assistance, 89 Fed. Reg. 30,046, 30,204 (Apr. 22, 2024) (App’x I to Part 200—Full Text of Notice of Funding Opportunity). This required information includes a “program description” that “must include ... [t]he general purpose of the funding and what it is expected to achieve for the public good”; “[t]he Federal agency’s funding priorities or focus areas, if any”; and the “outcomes the Federal agency expects recipients to achieve.” *Id.* And once selections are made, federal agencies “must include” in each award all the general terms and conditions as well as any agency- or program-specific terms and conditions. 78 Fed. Reg. at 78,623-24 (2 C.F.R. §§ 200.210(b), (c)). The award must also clearly specify the “expected performance” of the grantee as well as “the outcomes intended to be achieved by the program.” *Id.* at 78,624 (2 C.F.R. § 200.210(d)).

OMB’s 2013 Guidance delineates the circumstances under which an award may be terminated by an agency. *See id.* at 78,637-39 (2 C.F.R. §§ 200.338-342) (addressing “Remedies for Noncompliance”). Indeed, the 2013 Guidance states that federal agencies can terminate an award mid-grant in only three enumerated circumstances: (1) “fail[ure] to comply with the terms and conditions of a Federal award,” (2) “for cause,” or (3) with the “consent” of the grantee. *Id.* at

78,638 (2 C.F.R. §§ 200.339(a)(1)-(3)). And even if a grantee is noncompliant, the federal agency is required to first determine if “imposing additional conditions” could remedy the failure before taking action to terminate an award. *Id.* at 78,637-38 (2 C.F.R. § 200.338). The 2013 Guidance was codified in 2014 by all federal award-making agencies, thereby giving regulatory effect to the portions of the Guidance that each agency chose to adopt.²

B. OMB’s 2020 Rulemaking and Adoption of the Clause

In 2020, OMB revised its Guidance to improve grant “performance to achieve program results.” Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,507 (Aug. 13, 2020). The 2020 revisions require federal agencies to engage in more meticulous program planning and design from the outset, including “set[ting] priorities” and “identif[y]ing targets of opportunity” for funding. *Id.* at 49,507 (2 C.F.R. § 200.202). Critically, federal agencies must design programs and establish the “goals” and “objectives” for grants “*before* the applications are solicited.” *Id.* (emphasis added). And agencies are required to disclose all performance requirements to awardees in both “the solicitation and in the award.” *Id.* Indeed, federal agencies are required to clearly inform grantees “of the termination provisions” in a “clear and unambiguous” manner in the award itself. *Id.* at 49,542 (2 C.F.R. § 200.211(c)(v)); *see also id.* at 49,507 (“Federal awarding agencies must clearly and unambiguously articulate the conditions under which a Federal award may be terminated in their applicable regulations and in the terms and conditions of Federal awards.”).

Although federal agencies can still terminate an award for failure “to comply with the terms

² *See* Federal Awarding Agency Regulatory Implementation of Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 79 Fed. Reg. 75,871 (Dec. 19, 2014). Federal agencies were required to implement substantive portions of the Guidance “in codified regulations unless different provisions [we]re required by Federal statute or [we]re approved by OMB.” *Id.* at 78,620 (2 C.F.R. § 200.106); *see also id.* (2 C.F.R. § 200.107).

and conditions” of the award (after following the proper steps) or where the agencies obtain grantees’ consent, OMB’s 2020 revisions removed the “for cause” termination provision, explaining that the provision was “not substantially different than the provision allowing Federal awarding agencies to terminate Federal awards when the recipient fails to comply with the terms and conditions.” *Id.* at 49,508. And OMB inserted the Clause,³ which allows an agency to terminate an award if an award “no longer effectuates the program goals or Federal awarding agency priorities.” *Id.* at 49,507-08 (describing revision to 2 C.F.R. § 200.340(a)(2)).

OMB explained that “the intent” in adding the Clause was “to ensure that Federal awarding agencies prioritize ongoing support to Federal awards that meet program goals.” *Id.* at 49,507. For example, the Clause permits termination where post-award “evidence reveals that a specific award objective is ineffective at achieving program goals” or where “additional evidence” causes the agency “to significantly question the feasibility of the intended objective of the award.” *Id.* at 49,507-08. OMB did not suggest, however, that the Clause enables agencies to terminate awards mid-grant due to new agency priorities not contemplated at the time of the grant. To the contrary, in response to comments “express[ing] a concern that [the Clause] will provide Federal agencies too much leverage to arbitrarily terminate awards without sufficient cause,” OMB firmly stated that the Clause does *not* empower agencies “to terminate grants arbitrarily.” *Id.* at 49,509.

C. OMB’s 2024 Rulemaking

OMB again revised the Guidance in 2024 to incorporate new policies and to “reduce agency and recipient burden.” 89 Fed. Reg. 30,046. As part of these revisions, OMB underscored

³ The Clause has been incorporated verbatim into regulations promulgated by each Agency Defendant. *See* 2 C.F.R. subpart B. Plaintiffs collectively use “the Clause” to reference 2 C.F.R. § 200.340(a)(4) (2024), 2 C.F.R. § 200.340(a)(2) (2021), and the agency regulations adopting those provisions.

that federal agencies must ensure grantees are made aware of a grant program’s specific objectives (as well as the “agency’s funding priorities”) *before* the award is granted. *See, e.g., id.* at 30,149 (2 C.F.R. § 200.204(8)) (requiring notices of funding opportunities to include “[a] brief description that is written in plain language and summarizes the goals and objectives of the program”); *id.* at 30,150 (2 C.F.R. § 200.211) (“The Federal award must include ... performance goals ... [and] how performance will be assessed.”); *id.* at 30,204 (App’x I to Part 200 (b)(3)(i)(B)-(C), *Full Text of Notice of Funding Opportunity*, requiring agency to include a “program description,” with “funding priorities” and “program goals and objectives”).

OMB also revised its Guidance on grant terminations to “provide[] greater clarity on the policy for termination of awards by the Federal agency.” *Id.* at 30,089. The Clause itself was moved to subsection (a)(4), which now provides that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). Although OMB initially proposed removing the Clause altogether as “unnecessary”—because an agency could only “terminate a Federal award according to the terms and conditions of the award”—it ultimately chose to retain the Clause and clarify that an award may be terminated solely “pursuant to the terms and conditions of the Federal award.” 89 Fed. Reg. at 30,089. This means that if a federal agency wants to terminate an award because it “no longer effectuates the program goals or agency priorities,” that can be done only if “the language [wa]s included in the terms and condition of the award.” *Id.* at 30,089 (2 C.F.R. § 200.340(a)(4) (2024)). And OMB revised the regulation to ensure that federal agencies were clear on this point: the Clause can be used only if a grant award’s terms and conditions “clearly and unambiguously specify” that it is one of the enumerated bases for termination. *Id.* In promulgating the 2024 Guidance, OMB made clear that

“[t]he prior version of section 200.340(b) and the proposed version both directed Federal agencies ... to clearly and unambiguously specify all termination provisions in the terms and conditions of the award.” *Id.* OMB nonetheless explained that it was revising the wording of the Clause to “underscore[e] the need for agencies ... to clearly and unambiguously communicate termination conditions in the terms and conditions of the award.” *Id.*

II. The Trump Administration Directs Federal Agencies to Abruptly Terminate Previously Awarded Grants Based on New Priorities

On January 20, 2025, the day President Trump was inaugurated, he issued an Executive Order creating the United States Department of Government Efficiency (DOGE). *See* Establishing and Implementing the President’s “Department of Government Efficiency,” Exec. Order No. 14,158, 90 Fed. Reg. 8,441 (Jan. 20, 2025). The DOGE order required each federal agency to establish “a DOGE Team of at least four employees” and to provide them with “full and prompt access to all unclassified agency records, software systems, and IT systems.” *Id.* at 8,441-42.

In the days and weeks that followed, the President issued a series of Executive Orders directing federal agencies to review and abruptly terminate existing grant funding to a range of recipients, including Plaintiffs, based on the Executive Branch’s policy preferences. For example, alongside the first DOGE order, the President issued an Executive Order that directed each agency to terminate all “‘equity-related’ grants or contracts” and “all DEI or DEIA performance requirements for employees, contractors, or grantees,” as well as to furnish a list to OMB of all “Federal grantees who received Federal funding to provide or advance DEI, DEIA, or ‘environmental justice’ programs, services, or activities since January 20, 2021.” Ending Radical and Wasteful Government DEI Programs and Preferencing, Exec. Order No. 14,151, 90 Fed. Reg. 8,339 (Jan. 20, 2025). A separate Executive Order directed the cessation of all “Federal funds ... used to promote gender ideology,” requiring “[e]ach agency [to] assess grant conditions and grantee preferences

and ensure grant funds do not promote gender ideology.” Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, Exec. Order No. 14,168, 90 Fed. Reg. 8,615-16 (Jan. 20, 2025).

On February 26, 2025, the President issued Executive Order 14,222, which purported to “commence[] a transformation in Federal spending on contracts, grants, and loans.” *See* Implementing the President’s “Department of Government Efficiency” Cost Efficiency Initiative, Exec. Order No. 14,222, 90 Fed. Reg. 11,095 (Feb. 26, 2025). The order directs “[e]ach [a]gency [h]ead, in consultation with the agency’s DOGE Team Lead, [to] review all existing covered contracts and grants and,” where consistent with applicable law, “terminate or modify (including through renegotiation) such covered contracts and grants to reduce overall Federal spending or reallocate spending to promote efficiency and advance the [new] policies of [the Trump] Administration.” *Id.* at 11,095-96. The Order also instructs agencies to “prioritize the review of funds disbursed under covered contracts and grants to educational institutions.” *Id.* at 11,096.

Since then, the President has continued to direct the termination of existing grant awards that do not square with the Administration’s new policy preferences. *See, e.g.*, Improving Education Outcomes by Empowering Parents, States, and Communities, Exec. Order No. 14,242, 90 Fed. Reg. 13,679-80 (Mar. 20, 2025); Protecting American Communities from Criminal Aliens, Exec. Order No. 14,287, 90 Fed. Reg. 18,761-62 (Apr. 28, 2025); Reinstating Commonsense School Discipline Policies, Exec. Order No. 14,280, 90 Fed. Reg. 17,533 (Apr. 28, 2025); Transparency Regarding Foreign Influence at American Universities, Exec. Order No. 14,282, 90 Fed. Reg. 17,541 (Apr. 28, 2025).

III. Agency Defendants Invoke the Clause to Terminate Billions in Funding to Plaintiffs, With Billions More at Risk

To carry out the President’s directives, Agency Defendants have used the Clause as the

legal basis to eliminate billions of dollars in grants already awarded and in use by Plaintiffs. Plaintiffs have received boiler-plate letter after boiler-plate letter from each Agency Defendant citing the Clause and saying that their grants “no longer effectuate[] agency priorities” and, as a result, termination is “appropriate.” *See, e.g.*, Goetz Decl. (CA), Doc. No. 66-2 at 3; Daniels Decl. (RI), Doc. No. 66-48 at 4. Many of these notifications explicitly state that the objectives of the grant conflict with new agency priorities. *See, e.g.*, Scheminske Decl. (CO) Ex. A, Doc. No. 66-7 at 6-7; Koppell Decl. (NJ) Ex. A, Doc. No. 66-37 at 7-8. Not one of these communications cites program goals or agency priorities identified at the time the grant was awarded. The letters largely characterize the decisions as “final agency action[s]” that are “not subject to administrative appeal.” *See, e.g.*, Walton Decl. (HI), Doc. No. 66-13 at 9; Link Decl. (KY), Doc. No. 66-25 at 7; Melvin Decl. (NY), Doc. No. 66-44 at 11.

Agency Defendants have invoked the Clause to terminate awards even where the Clause was not “clearly and unambiguously specif[ied]” in the terms and conditions of the actual, operative awards. *See, e.g.*, Womack Decl. (CA), Doc. No. 66-4 at 2-3; Dimitruk Decl. (VT), Doc. No. 66-50 at 3. Agency Defendants have also terminated awards where Congress specifically appropriated the monies for the particular grant programs or directed that the federal monies be spent on the particular objectives of the grant. *See, e.g.*, McGillivray Dec. (WI), Doc. No. 66-52 at 3-5.

By deploying the Clause to sweep away billions in federal funding mid-grant, Agency Defendants have upended vital programs and services that the Plaintiffs and their residents rely on. Defendant U.S. Department of Justice, for example, abruptly terminated grants supporting essential law enforcement functions and providing law enforcement with the equipment they need to combat violent crime. *See, e.g.*, Ottobre Decl. (NJ), Doc. No. 66-39 at 3; Patchak Decl. (WI), Doc. No. 66-54 at 2-3. Grants terminated by Defendant U.S. Department of Agriculture supported State

efforts to purchase locally grown food for food banks. *See, e.g.*, Sanders Decl. (IL), Doc. No. 66-19 at 3-6; Gorzkowicz Decl. (MA), Doc. No. 66-28 at 3-4. Defendant U.S. Department of Labor terminated grants aimed at protecting the integrity of unemployment benefits through fraud detection and prevention, programs which had similarly been authorized under the American Rescue Plan Act. *See, e.g.*, Gorzkowicz Decl. (MA), Doc. No. 66-28 at 4; Monson Decl. (PA), Doc. No. 66-46 at 3-4. Defendant U.S. Department of Justice terminated grants to help prevent school violence. *See, e.g.*, Minge Decl. (MN), Doc. No. 66-32 at 3-4. And the list goes on. In total, these grant terminations have resulted in billions of dollars lost for critical programs, with tangible harms to the States and millions of their residents. *See, e.g.*, Samuel Decl. (NV), Doc. No. 66-33 at 3; Wengryn Decl. (NJ), Doc. No. 66-40 at 3-4; Bowen Decl. (MD), Doc. No. 66-55 at 6-7.

Agency Defendants have also thrown into doubt the future of existing grant awards that have not yet been terminated. Plaintiffs have billions of dollars' worth of active grants that are now at risk of termination due to Defendants' interpretation of the Clause. *See generally* Womack Decl. (CA), Doc. No. 66-4 at 4; Berger Decl. (IL), Doc. No. 66-14 at 3-4; McGillivray Decl. (WI), Doc. No. 66-52 at 5. Should Agency Defendants continue to terminate these grants using the Clause, critical programs will have to cease operations. *See, e.g.*, Thomas Decl. (CA), Doc. No. 66-3 at 3; Stevens Decl. (DC), Doc. No. 66-10 at 3. Thousands of local farmers and producers could be left without technical support and resources. *See, e.g.*, Wengryn Decl. (NJ), Doc. No. 66-40 at 3-4. Funding for drinking water inspections could dry up. *See, e.g.*, Casler Decl. (OR), Doc. No. 66-45 at 3-4. And pivotal research on strokes, HIV, cardiovascular disease, and early cancer detection hangs in the balance. *See, e.g.*, Monson Decl (PA), Doc. No. 66-46 at 3-4.

Plaintiffs have applied for, and plan to apply for, billions of dollars in new federal grant funding from Agency Defendants. Hundreds of these applications are currently pending for funds

that would help address the vital needs of Plaintiffs’ residents, such as providing humanitarian aid and benefit payments for those who are unemployed because of the devastating January wildfires in Los Angeles County, California. Womack Decl. (CA), Doc. No. 66-4 at 4-5. Based on the billions of dollars in funding that Plaintiffs have received over the past several years, *e.g.*, Melhoff Decl. (NM), Doc. No. 66-41 at 3-4; Monson Decl. (PA), Doc. No. 66-46 at 6-8; Daniels Decl. (RI), Doc. No. 66-48 at 13-15, they reasonably anticipate that many of these applications will result in grant awards. If the Clause could be used to summarily terminate these awards at any point, Plaintiffs will face continued uncertainty about the actual monies available to be used to help their residents—including whether to apply for and accept grant awards that, under Agency Defendants’ interpretation, could vanish at any moment, based on future and as-of-then still unidentified evolving agency priorities.

ARGUMENT

Plaintiffs are entitled to summary judgment on Count I, which seeks a declaratory judgment that the Clause cannot be used to terminate existing grants (1) based on new agency priorities identified after the time of the federal award; (2) where any Defendant invokes the Clause to withhold duly appropriated funds by identifying “agency priorities” that disregard or are otherwise incompatible with Congress’s directives; or (3) if the award terms and conditions do not clearly and unambiguously specify that the award can be terminated when it “no longer effectuates the program goals or agency priorities.” *See* First Am. Compl., Doc. No. 64 at 65-70 (¶¶ 252-69).⁴

I. A Declaratory Judgment on Count I Is Appropriate.

Under the Administrative Procedure Act (APA) and Declaratory Judgment Act, a federal

⁴ Here, “a motion for summary judgment is simply a vehicle to tee up a case for judicial review.” *Bos. Redevelopment Auth. v. Nat’l Park Serv.*, 838 F.3d 42, 47 (1st Cir. 2016). The court asks

court “may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” 28 U.S.C. § 2201(a); *see* 5 U.S.C. §§ 702-03. The aim of a declaratory judgment is to “resolv[e] potential disputes” anticipated by the party seeking relief “in light of the other side’s conduct.” *PHC, Inc. v. Pioneer Healthcare, Inc.*, 75 F.3d 75, 79 (1st Cir. 1996) (citing *Cardinal Chem. Co. v. Morton Int’l, Inc.*, 508 U.S. 83, 94-97 (1993)). Here, Plaintiffs have standing to seek, and this case is ripe for adjudication of, such a declaratory judgment, which will not only “serve a useful purpose in clarifying and settling the legal relations in issue” but will also “afford relief from the uncertainty, insecurity, and controversy giving rise to the proceeding.” Wright & Miller, 10B Fed. Prac. & Proc. Civ. § 2759 (4th ed. 2025).

To start, there is at least a “substantial risk of [Plaintiffs suffering] future [Clause-based grant terminations] that [are] traceable to the Government defendants,” which warrants “forward-looking relief.” *Murthy v. Missouri*, 603 U.S. 43, 69 (2024); *see also Pub. Int. Legal Found., Inc. v. Bellows*, 92 F.4th 36, 50 (1st Cir. 2024) (“An ‘injury is imminent if it is certainly impending or if there is a substantial risk that harm will occur.’”). As substantiated by Plaintiffs’ 55 declarations, Agency Defendants have already used the Clause—and newly discovered agency priorities—to terminate hundreds of grants awarded to Plaintiffs that are collectively worth billions of dollars. That is a quintessential economic injury. *See, e.g., Dep’t of Com. v. New York*, 588 U.S. 752, 767 (2019) (“los[ing] out on federal funds ... is a sufficiently concrete and imminent injury to satisfy Article III”); *Massachusetts v. United States Dep’t of Health & Hum. Servs.*, 923 F.3d 209, 222 (1st Cir. 2019) (“In this circuit, it is a bedrock proposition that a relatively small economic loss—even an identifiable trifle—is enough to confer standing.” (cleaned up) (quoting *Katz v. Pershing*,

whether the challenged regulatory action is “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law”; “contrary to [a] constitutional right”; “in excess of statutory ... authority”; or “without observance of procedure required by law.” 5 U.S.C. §§ 706(2)(A)-(D).

LLC, 672 F.3d 64, 76 (1st Cir. 2012)); *see also Downing v. Keurig Green Mountain, Inc.*, Civ. No. 20-11673, 2021 WL 2403811, at *3 (D. Mass. June 11, 2021) (Talwani, J.) (“[A]n actual economic loss ... is a ‘prototypical concrete harm.’” (citation omitted)). The terminated grants were critical sources of funding for States to, for example, combat violent crime, protect public safety, remove “forever chemicals” from drinking water, protect unemployment benefits systems from fraud, distribute locally grown produce to schools and underserved communities, and more.⁵

Those Clause-based terminations are exceedingly likely to continue.⁶ The President has ordered each agency head to “review all existing covered contracts and grants and, where appropriate and consistent with applicable law, terminate or modify” such “contracts and grants to reduce overall Federal spending or reallocate spending to promote efficiency and advance the policies of [this] Administration.” Exec. Order No. 14,222 § 3(b), 90 Fed. Reg. 11,095-96 (Feb. 26, 2025); *see also* First Am. Compl., Doc. No. 64 at 22-23 (¶¶ 91-94). And as Plaintiffs’ declarations make clear, Plaintiffs have active grants with the same Agency Defendants that have (improperly) used the Clause to terminate grants. *See supra* at 9-11. On top of that, Plaintiffs have applied, and plan to apply, for more grants with those same Agency Defendants, which have historically awarded billions of dollars to Plaintiffs each year. *See supra* at 11-12. Between the Executive Orders directing grant terminations, the previous Clause-based grant terminations by Agency Defendants, and the current and future grants with the same Agency Defendants, there is at least a substantial risk that Defendants will terminate more in critical federal funding under the Clause—

⁵ *See, e.g.,* Ottobre Decl. (NJ), Doc. No. 66-39 at 3; Walton Decl. (HI), Doc. No. 66-13 at 3; Koppell Decl. (NJ), Doc. No. 66-37 at 3-4; Womack Decl. (CA), Doc. No. 66-4 at 3-4; Sanders Decl. (IL), Doc. No. 66-19 at 3; Flood Decl. (MI), Doc. No. 66-30 at 3.

⁶ Agency Defendants have continued to invoke the Clause to terminate grant awards to Plaintiffs since the filing of the Complaint in this case. *See, e.g.,* Walsh Decl. (IL), Doc. No. 66-22 at 4; Flood Decl. (MI), Doc. No. 66-30 at 3; Pace Decl. (HI), Doc. No. 66-12 at 3; Campagna Decl. (RI), Doc. No. 66-47 at 3-4; Logan-Greene Decl. (NY), Doc. No. 66-43 at 3.

an impending fiscal injury that entitles Plaintiffs to forward-looking relief.⁷

The Court can thus decide this case now. Plaintiffs bring this challenge to an agency action on “purely legal claims,” so the challenge “is ‘presumptively reviewable,’ *i.e.*, ripe.” *Massachusetts Fair Hous. Ctr. v. United States Dep’t of Hous. & Urban Dev.*, 496 F.Supp.3d 600, 608-09 (D. Mass. 2020) (cleaned up); *see State Nat’l Bank of Big Spring v. Lew*, 795 F.3d 48, 53-54 (D.C. Cir. 2015) (Kavanaugh, J.) (collecting Supreme Court precedent holding that “affected parties could challenge agency regulations in pre-enforcement suits”). In fact, reviewing and determining the scope of a statute or regulation is a standard function of a declaratory judgment. *See, e.g., New Hampshire Lottery Comm’n v. Rosen*, 986 F.3d 38, 54 (1st Cir. 2021) (affirming declaratory judgment where “merits of th[e] controversy ... turn[ed] entirely on a question of statutory interpretation”); *State of R.I. v. Narragansett Indian Tribe*, 19 F.3d 685, 694 (1st Cir. 1994) (declaratory judgment appropriate where the case presented “purely legal” issue involving statutory interpretation and was “of critical importance”). Put simply, this “challenge is sufficiently ‘fit’ for judicial resolution” and, given impending injuries that Plaintiffs confront from more Clause-based grant terminations, Plaintiffs “face immediate hardship if the court were to withhold review.” *Massachusetts Fair Hous. Ctr.*, 496 F. Supp. 3d at 609. A forward-looking declaratory judgment is therefore appropriate to delineate, as here, the obligations of governmental actors who are expected to

⁷ *See, e.g., Massachusetts*, 923 F.3d at 222 (holding that Massachusetts had standing to challenge federal regulations “based on an imminent fiscal injury”); *Ass’n of Am. Univs. v. Nat’l Sci. Found.*, Civ. No. 25-11231, 2025 WL 1725857, at *7 (D. Mass. June 20, 2025) (Talwani, J.) (“sufficiently imminent” injury where plaintiffs challenged federal policy notice that, if implemented, would apply “to future grants ... not yet awarded”); *Ass’n of Am. Univs. v. Dep’t of Def.*, Civ. No. 25-11740, 2025 WL 2022628, at *11 (D. Mass. July 18, 2025) (Article III standing where plaintiffs could lose funding and their “programs ... [would] face significant disruption” from changes to grant conditions); *City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1236 (9th Cir. 2018) (“concrete” and “imminent” injury from threat to withhold all federal grants from so-called “sanctuary” cities and counties, even though the federal government argued that “the Executive Order may not be enforced”).

adhere to the law. *See, e.g., New Hampshire Lottery Comm’n*, 986 F.3d at 53. That is why the APA itself expressly contemplates declaratory relief. *See* 5 U.S.C. § 703.

Ultimately, Plaintiffs should not have to guess whether Defendants, at any time following the award of a federal grant, can suddenly use the Clause to cut off the federal funding for no reason other than that the grant purportedly does not effectuate new “agency priorities.” So declaratory relief setting out the scope of the Clause and the limitations on its use by Defendants will clarify the rights and obligations of the parties. *See* 28 U.S.C. § 2201.

II. Agency Defendants Cannot Contravene Three Key Limits on the Clause.

The Court should enter judgment for Plaintiffs on Count I and issue a declaratory judgment clarifying three key limits on the Clause: the Clause cannot be used to terminate existing grants (1) based on new agency priorities identified after the time of the federal award; (2) where Defendants withhold duly appropriated funding based on agency priorities that disregard congressional directives; or (3) if the award terms and conditions do not themselves clearly and unambiguously specify that the award can be terminated when it “no longer effectuates the program goals or agency priorities.”

A. The Clause Cannot Be Used to Terminate Grant Awards Based on New “Agency Priorities” Identified After the Award of the Grants.

The Clause’s express language, its rulemaking history, corollary statutory and regulatory directives, and constitutional principles confirm that Agency Defendants cannot terminate grant awards based on new “agency priorities” not identified at the time of the award. But that is precisely what Agency Defendants have done. *See supra* at 8-9. What the Clause actually permits is terminating existing grants in the limited circumstance where the grant no longer effectuates agency priorities identified when the award was first made. That is, where “additional evidence

reveals that a specific award objective is ineffective at achieving program goals” or where “additional evidence may cause the Federal awarding agency to significantly question the feasibility of the intended objective of the award.” 85 Fed. Reg. at 49,507-08. And while agencies may, consistent with applicable law, properly change their priorities *going forward* and use those new priorities to determine whether to award *new* grants, allowing agencies to terminate *existing* grants based on new “priorities” identified *after* the grant award would improperly permit federal funding to be pulled back at any moment based on an agency’s whim.

Start with the Clause’s text. The Clause discusses terminating an existing grant if it “no longer effectuates *the* program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4) (emphasis added). “In construing a statute” or regulation, “the definite article ‘the’ particularizes the subject which it precedes and is a word of limitation as opposed to the indefinite or generalizing force of ‘a’ or ‘an.’” *Gale v. First Franklin Loan Servs.*, 701 F.3d 1240, 1246 (9th Cir. 2012); *see also Mooney v. Domino’s Pizza, Inc.*, Civ. No. 14-13723, 2016 WL 4576996, at *4 (D. Mass. Sept. 1, 2016) (Talwani, J.) (“The definite article ‘the’ is a word of limitation that indicates a reference to a specific object.” (citation omitted)). In other words, using the definite article “the” followed by nouns indicates that each noun’s identity is discrete and certain. *See, e.g., Niz-Chavez v. Garland*, 593 U.S. 155, 166 (2021) (observing that the statute “seems to speak of the charging document as a discrete thing, using a definite article with a singular noun (‘the notice’).”); *Cochise Consultancy, Inc. v. Hunt*, 587 U.S. 262, 272 (2019) (similar); *Rumsfeld v. Padilla*, 542 U.S. 426, 434 (2004) (similar); *see also Noel Canning v. NLRB*, 705 F.3d 490, 500 (D.C. Cir. 2013) (in discussing “the,” noting that, “[u]nlike ‘a’ or ‘an,’ that definite article suggests specificity.”), *aff’d*, 573 U.S. 513 (2014); *United States v. Hughes*, 211 F.3d 676, 691 (1st Cir. 2000) (“[U]se of the definite article ‘the’ to indicate a narrower class of ‘victims’ makes sense.”); *In re Body Sci. LLC Pat. Litig.*, 167

F. Supp. 3d 152, 164 (D. Mass. 2016) (“All three dependent claims use the definite article ‘the,’ indicating that they are referring to the evaluator station introduced in claim 1, instead of introducing a new evaluator station.”). So “*the* program goals” or “agency priorities” means not just “any” program goals or agency priorities that federal agencies later identify whenever they wish, but the specific program goals and agency priorities in place at the time of the initial award.

The Clause also makes clear that it can only be used to terminate an award that “*no longer effectuates* the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4) (emphasis added). Especially when paired with the definite article “the,” the Clause’s text references circumstances where an award previously effectuated agency priorities set at the time of award but may “no longer” do so. The agency priorities thus *must have existed previously*—at the time of the award—when the agency assessed the match between the award and its priorities. It makes little sense to apply the “no longer effectuates” language to *new* priorities that did not exist at the time of the grant award; a grant would never (except by happenstance) have effectuated program goals or agency priorities that did not exist when the grant was awarded. Just as a social-media post announcing that a company is “no longer” hiring a paralegal makes clear they are referring to a *previous* hiring opportunity, so too a Clause that asks whether a grant “no longer” effectuates the agency priorities must refer to the priorities that were *already* established.

The Clause’s rulemaking history confirms this reading. OMB explained that it intended the Clause “to ensure that Federal awarding agencies prioritize ongoing support to Federal awards that meet program goals.” 85 Fed. Reg. at 49,507. OMB then identified two scenarios where an award would no longer do so: where “additional evidence reveals that a specific award objective is ineffective at achieving program goals” or where “additional evidence may cause the Federal awarding agency to significantly question the feasibility of the intended objective of the award.” *Id.* at

49,507-08. Much like the phrase “no longer effectuates,” the term “additional evidence” implies that the agency’s original goals and priorities have held steady—all that has changed is that new evidence indicates the award does not serve those original goals and priorities.

For example, the EPA could use the Clause to terminate an existing grant to clean up groundwater pollution with a particular technology if a new study reveals that this technology does not in fact help clean up groundwater. In that scenario, “additional evidence” shows that the project (using the technology to clean up groundwater) is ineffective or no longer feasible to accomplish the original agency priority (cleaning up groundwater). But nothing indicates that EPA could stop funding the cleanup project midway because it has lost interest in water quality. To the contrary, OMB reassured commenters that the Clause would *not* allow agencies “to terminate grants arbitrarily,” and OMB disagreed with those who feared that the “language [could] provide Federal agencies too much leverage to arbitrarily terminate awards without sufficient cause.” *Id.* at 49,509.

Allowing terminations based on mid-award priority shifts would render superfluous the many other provisions circumscribing when agencies can terminate existing grants. *See, e.g.*, 2 C.F.R. §§ 200.340(a)(1)-(3) (federal award may be terminated if “recipient ... fails to comply with the terms and conditions”; upon “the consent of the recipient”; or “[b]y the recipient ... upon sending ... a written notification of the reasons”); *id.* § 200.340(b) (requiring the federal agency to “clearly and unambiguously specify all termination provisions in the terms and conditions of the Federal award”). In other words, there would be no need for agencies to invoke the narrow circumstances of those parallel provisions if they could simply invoke whatever priorities they wish, new or old, and terminate grants on that basis. *See, e.g., Fischer v. United States*, 603 U.S. 480, 498 (2024) (“Although the Government’s all-encompassing interpretation may be literally permissible, it defies the most plausible understanding ... and it renders an unnerving amount of [] text

mere surplusage.”). Allowing agencies to terminate existing grants based on newly identified priorities would also run counter to other carefully reticulated requirements that direct agencies to clearly define their program goals and funding priorities at the outset of the grant, to provide public notice of these goals and priorities, and to measure progress against those defined goals.⁸ *See* 31 U.S.C. § 1122. And it would be extraordinary for such all-encompassing grant-termination power to be buried in a subclause of the Federal Register: although federal agencies “could theoretically issue such a rule, we presume that they, no less than Congress, do not ‘hide elephants in mouseholes.’” *Ryder v. Union Pac. R.R. Co.*, 945 F.3d 194, 203 (5th Cir. 2019); *accord Penobscot Nation v. Frey*, 3 F.4th 484, 506 (1st Cir. 2021).

This conclusion is reinforced by constitutional principles. Under the Spending Clause, Congress can “grant federal funds to the States” and impose conditions on those grants to “ensure that the funds are used by the States to ‘provide for the ... general Welfare’ in the manner Congress intended.” *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 576 (2012) (quoting U.S. Const., art. I, § 8, cl. 1). But Congress “must do so unambiguously[,]” enabling “the States to exercise their choice knowingly, cognizant of the consequences of their participation.” *Pennhurst State Sch. & Hosp. v. Halderman*, 451 U.S. 1, 17 (1981); *Arlington Cent. Sch. Dist. Bd. of Educ. v. Murphy*, 548 U.S. 291, 296 (2006). It thus exceeds constitutional bounds to surprise “States with post acceptance or ‘retroactive’ conditions.” *Pennhurst*, 451 U.S. at 25. “This threshold requirement—that Congress speak clearly as to a condition it imposes—at least provides assurance that, before

⁸ Indeed, Congress has made clear that agency priorities cannot be changed on a whim: by statute, agencies may only change their priorities through a reticulated process that provides adequate notice to Congress. *See, e.g.*, 31 U.S.C. § 1120(a)(3) (mandating that OMB consult with Congress “[w]hen developing or making adjustments to Federal Government priority goals”); 5 U.S.C. § 306(b) (allowing agencies to adjust goals and objectives “to reflect significant changes in the environment in which the agency is operating, with appropriate notification of Congress”).

a state gives up some of its power in exchange for federal grant money, the state’s eyes are wide open: it knows what the consequences are.” *Kentucky v. Yellen*, 67 F.4th 322, 324 (6th Cir. 2023). Here, Plaintiffs are unaware of any federal statute that authorizes Defendants to terminate grants based on newly identified program goals or agency priorities unknown to Plaintiffs at the time of the award—and Defendants have not cited any such statute in terminating grants to Plaintiffs. If there were such a statute, it would violate the Spending Clause because it would not set forth unambiguously the terms upon which grants may be terminated, making it impossible for States to evaluate the risks and obligations of accepting the funds.

For these reasons, the Court should declare that the Clause permits termination of existing grants only in the limited circumstance where the grant no longer effectuates program goals and agency priorities identified at the time of the award.

B. The Clause Cannot Be Used to Disregard Congressional Directives by Withholding Duly Appropriated Funds.

Plaintiffs are entitled to a declaratory judgment that the agencies cannot invoke the Clause to withhold duly appropriated funds by identifying “agency priorities” that disregard or are otherwise incompatible with Congress’s directives. In at least certain Clause-based terminations, Plaintiffs are not aware of Defendants having redirected the affected funds anywhere. Without such redirection, Clause-based terminations constitute a refusal to spend congressionally appropriated funds in contravention of statutory mandates. These actions are clearly not “authorized by law” within the meaning of the Clause because they unconstitutionally contravene congressional directives.

“The United States Constitution exclusively grants the power of the purse to Congress, not the President.” *City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1231 (9th Cir. 2018); *see* U.S. Const., art. I, § 1 (Vesting Clause); *id.* art. I, § 8, cl. 1 (Spending Clause); *id.* art. I, § 9, cl. 7

(Appropriations Clause); *see also* *U.S. Dep’t of Navy v. Fed. Lab. Rels. Auth.*, 665 F.3d 1339, 1346 (D.C. Cir. 2012) (Kavanaugh, J.) (“The power over the purse was one of the most important authorities allocated to Congress in the Constitution’s ‘necessary partition of power among the several departments.’”). And “[t]he Constitution does not confer upon [the Executive] any power to enact laws or to suspend or repeal such as the Congress enacts.” *United States v. Midwest Oil Co.*, 236 U.S. 459, 505 (1915). So once Congress exercises its exclusive power by enacting appropriations statutes, “public funds [must] be spent according to the letter of the difficult judgments reached by Congress as to the common good and not according to the individual favor of Government agents.” *Off. of Pers. Mgmt. v. Richmond*, 496 U.S. 414, 428 (1990); *see also* *W. Virginia by & through Morrissey v. U.S. Dep’t of the Treasury*, 59 F.4th 1124, 1147 (11th Cir. 2023). Put simply, “[a]bsent congressional authorization, the Administration may not withhold properly appropriated funds in order to effectuate its own policy goals.” *San Francisco*, 897 F.3d at 1235.

These well-settled principles refute Defendants’ interpretation of the Clause. Defendants cannot rely on the vague moniker of new “agency priorities” to disregard Congress’s directives by withholding duly appropriated funds. Just as a federal agency cannot decide to employ funding assigned to repair Navy ships to instead fund leeches to improve groundwater quality, so too a federal agency cannot decide to simply stop spending Congress’s water-quality appropriations just because that agency no longer believes Congress was correct in the priorities it chose for its funds.

To conclude otherwise would violate not only constitutional principles, but also Congress’s comprehensive statutory regime under the Congressional Budget and Impoundment Control Act of 1974, which restricts the Executive Branch’s authority to “impound” (that is, decline to spend) federal funds. *See* 2 U.S.C. § 683. Instead, the President may only “propose[]” a rescission to Congress, a proposal deemed rejected if Congress does not pass a rescission bill within 45 days.

Id.; *In re Aiken Cnty.*, 725 F.3d 255, 261 n.1 (D.C. Cir. 2013) (“[E]ven the President does not have unilateral authority to refuse to spend the funds. Instead, the President must propose the rescission of funds, and Congress then may decide whether to approve a rescission bill.”). Even if the President wants to “defer” (that is, delay) the expenditure of funds, the Impoundment Control Act allows the President to do so only on limited grounds, *see* 2 U.S.C. § 684(b), and it mandates that the President send a “special message” to Congress for the proposed deferral, *id.* § 684(a).

Yet Defendants’ expansive interpretation of the Clause allows agencies to disregard congressional directives, effectively creating a backdoor to unlawful impoundment. *See, e.g., Rhode Island v. Trump*, Civ. No. 25-128, 2025 WL 1303868, at *15 (D.R.I. May 6, 2025). In such circumstances, courts have unsurprisingly restricted the Executive Branch from terminating federal funding authorized by Congress. *See, e.g., Nat’l Council of Nonprofits v. Off. of Mgmt. & Budget*, 763 F. Supp. 3d 36, 56 (D.D.C. 2025) (temporary injunction where OMB “ordered a nationwide freeze on preexisting financial commitments” because it “r[a]n roughshod over a ‘bulwark of the Constitution’ by interfering with Congress’s appropriation of federal funds”); *Aids Vaccine Advoc. Coal. v. United States Dep’t of State*, 770 F. Supp. 3d 121, 145 (D.D.C. 2025) (preliminary injunction because “if the authority to make law and control spending is to mean anything, it means the President may not disregard a statutory mandate to spend funds ‘simply because of policy objections’” (quoting *In re Aiken Cnty.*, 725 F.3d at 259)).⁹ Both the Constitution and federal statutes are clear: federal agencies cannot use the Clause to withhold duly appropriated funds by identifying “agency priorities” that disregard or are otherwise incompatible with Congress’s directives.

⁹ *See also Washington v. U.S. Dep’t of Transportation*, Civ. No. 25-00848, 2025 WL 1742893, at *2 (W.D. Wash. June 24, 2025); *Colorado v. U.S. Dep’t of Health & Hum. Servs.*, Civ. No. 25-00121, 2025 WL 1426226, at *19 (D.R.I. May 16, 2025); *Widakuswara v. Lake*, Civ. No. 25-1015, 2025 WL 1166400, at *15 (D.D.C. Apr. 22, 2025).

C. The Clause Cannot Be Used to Terminate Grant Awards Where It Is Not Clearly and Unambiguously Specified in the Award Terms and Conditions.

Finally, the plain text of OMB’s regulation makes clear that Agency Defendants cannot use the Clause to terminate a federal grant award where “the terms and conditions of the Federal award” do not “clearly and unambiguously specify” that the grant can be terminated when it no longer effectuates the program goals or agency priorities. 2 C.F.R. § 200.340(b); *see* 2 C.F.R. § 200.340(a)(4) (termination under the Clause only permitted “pursuant to the terms and conditions of the Federal award”). That is why courts have read this regulatory language, “both in isolation and in context,” to mean that the Clause can be invoked only if it “is actually included as a term and condition of the federal award.” *Metro. Transp. Auth. v. Duffy*, Civ. No. 25-1413, 2025 WL 1513369, at *28 (S.D.N.Y. May 28, 2025); *Climate United Fund v. Citibank, N.A.*, Civ. No. 25-698, 2025 WL 1131412, at *16 (D.D.C. Apr. 16, 2025) (“Defendants[] ... can only terminate a federal award on this basis pursuant to the terms and conditions of the federal award.”). Put differently, agencies must “state upfront in an award that [they] may [try to] terminate the award based on” the Clause “if [they] wish[] to have the ability to exercise that termination in the absence of consent.” *Duffy*, 2025 WL 1513369, at *28. To hold otherwise—allowing the Clause to be invoked even when it is not specified in that award’s terms and conditions—“would undermine the security of all federal awards” and be “at odds with the plain meaning of [the] text.” *Id.*

This conclusion is confirmed by OMB’s own rulemaking, which is unequivocal that “Federal awarding agencies *must* clearly and unambiguously articulate the conditions under which a Federal award may be terminated in their applicable regulations *and in the terms and conditions of Federal awards*.” 85 Fed. Reg. at 49,507 (emphases added); *accord* 89 Fed. Reg. at 30,089 (“*Provided that the language is included in the terms and condition of the award*, the revised termination provision at section 200.340 continues to allow Federal agencies and pass-through

entities with authority to terminate an award in the circumstances described in paragraph (a)(2) in the prior version of the guidance.” (emphasis added)).

And this limit on the Clause is once again reinforced by constitutional principles. States must be allowed to accept grants “knowingly, cognizant of the consequences of their participation.” *Pennhurst*, 451 U.S. at 17. But without the Clause being clearly and unambiguously specified in the award terms and conditions, a “State could hardly anticipate that” the Clause would be used to terminate that grant. *NFIB*, 567 U.S. at 584. In that scenario, Agency Defendants are improperly surprising States with “post acceptance or ‘retroactive’ conditions”—something even Congress itself could not do. *Pennhurst*, 451 U.S. at 25.

Notably, Agency Defendants know how to clearly and unambiguously specify the Clause’s applicability when they want to do so. First Am. Compl., Doc. No. 64 at 60 (§ 232). And Agency Defendants continue to terminate grants even where the Clause is not specified in the awards’ terms and conditions. *See, e.g.*, Cameron Decl. (DE), Doc. No. 66-11 at 3-4; Link Decl. (KY), Doc. No. 66-25 at 3-4. The Court should declare that the Clause cannot be a basis for termination unless it has been clearly and unambiguously incorporated into a grant’s terms and conditions.

CONCLUSION

For the foregoing reasons, summary judgment should enter in the Plaintiffs’ favor on Count I, and the Court should order declaratory judgment in the form proposed as Exhibit A to Plaintiffs’ Motion for Summary Judgment.

Dated: August 4, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants.

/s/ Katherine B. Dirks
Katherine B. Dirks

Dated: August 4, 2025

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, *et al.*,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND
BUDGET, *et al.*,

Defendants.

Civil Action No. 25-11816-IT

**[PROPOSED] ORDER GRANTING PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT ON COUNT I**

THIS MATTER comes before the Court upon Plaintiffs' Motion for Summary Judgment on Count I of the First Amended Complaint seeking a Declaratory Judgment pursuant to 28 U.S.C. § 2201(a) and 5 U.S.C. § 703 regarding the limitations on the use of 2 C.F.R. § 200.340(a) (2024) and 2 C.F.R. § 200.340(a)(2) (2021) (the "Clause") as promulgated by Defendant U.S. Office of Management Budget and incorporated into the regulations promulgated by Defendants U.S. Department of Commerce, U.S. Department of Defense, U.S. Department of Homeland Security, U.S. Department of the Interior, U.S. Department of Justice, U.S. Department of Labor, U.S. Department of State, U.S. Environmental Protection Agency, U.S. Federal Emergency Management Agency, National Endowment for the Humanities, and National Science Foundation. Following briefing by the parties, the Court carefully considered the submissions and decided the matter. For the reasons set forth, and other good cause shown,

IT IS on this ____ day of _____, 2025, **ORDERED, ADJUDGED, and DECREED** as follows:

1. Plaintiffs' Motion for Summary Judgment on Count I is **GRANTED** in its entirety in favor of Plaintiffs and against Defendants.

2. Pursuant to 28 U.S.C. § 2201(a) and 5 U.S.C. § 703, the Court **DECLARES** that the Clause, as well as Defendants' parallel agency regulations, do not authorize the termination of federal grant awards (a) based on new agency priorities identified after the time of the federal award; (b) where any Defendant uses the Clause to withhold duly appropriated funds by identifying "agency priorities" that disregard or are otherwise incompatible with Congress's directives; or (c) if the award terms and conditions do not clearly and unambiguously specify that the award can be terminated when it "no longer effectuates the program goals or agency priorities."

3. The Clerk is directed to enter Judgment in favor of Plaintiffs on Count I, and the Court retains jurisdiction to enforce this Judgment.

IT IS SO ORDERED

Honorable Indira Talwani
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, *et al.*,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND
BUDGET, *et al.*,

Defendants.

Civil Action No. 25-11816-IT

DECLARATION OF VANESSA ARSLANIAN

I, Vanessa Arslanian, an attorney admitted to practice before this Court, do hereby state the following under the penalty of perjury, pursuant to 28 U.S.C. § 1746:

1. I am an Assistant Attorney General in the Office of the Attorney General for the Commonwealth of Massachusetts, and I appear on behalf of the Commonwealth of Massachusetts in this action.

2. I submit this declaration in support of Plaintiff States' Motion for Summary Judgment, pursuant to Federal Rule of Civil Procedure 56.

3. The facts set forth herein are based upon my personal knowledge or a review of the files in my possession.

4. I have attached to this declaration true and correct copies of factual declarations. The exhibits are described as follows:

5. Attached hereto as Exhibit 1 is the declaration of Tomasz Diaz de la Rubia and accompanying exhibits.

6. Attached hereto as Exhibit 2 is the declaration of Michel G. Goetz and accompanying exhibits.

7. Attached hereto as Exhibit 3 is the declaration of Kevin Thomas and accompanying exhibits.

8. Attached hereto as Exhibit 4 is the declaration of Nancy Farias Womack and accompanying exhibits.

9. Attached hereto as Exhibit 5 is the declaration of Joe Barela and accompanying exhibits.

10. Attached hereto as Exhibit 6 is the declaration of Kate Greenberg and accompanying exhibits.

11. Attached hereto as Exhibit 7 is the declaration of Erick Scheminske and accompanying exhibits.

12. Attached hereto as Exhibit 8 is the declaration of Katie Dykes and accompanying exhibits.

13. Attached hereto as Exhibit 9 is the declaration of Bryan P. Hurlburt and accompanying exhibits.

14. Attached hereto as Exhibit 10 is the declaration of Gabrielle Stevens.

15. Attached hereto as Exhibit 11 is the declaration of Marie Cameron and accompanying exhibits.

16. Attached hereto as Exhibit 12 is the declaration of Joseph Pace and accompanying exhibits.

17. Attached hereto as Exhibit 13 is the declaration of Chad B. Walton and accompanying exhibits.

18. Attached hereto as Exhibit 14 is the declaration of Theodore Berger and accompanying exhibits.

19. Attached hereto as Exhibit 15 is the declaration of Brett Cox and accompanying exhibits.

20. Attached hereto as Exhibit 16 is the declaration of Jacob Poeschel and accompanying exhibits.

21. Attached hereto as Exhibit 17 is the declaration of José Ponce Martinez and accompanying exhibits.

22. Attached hereto as Exhibit 18 is the declaration of Kristin Richards and accompanying exhibits.

23. Attached hereto as Exhibit 19 is the declaration of Tony Sanders and accompanying exhibits.

24. Attached hereto as Exhibit 20 is the declaration of Gregory Stevens and accompanying exhibits.

25. Attached hereto as Exhibit 21 is the declaration of Judy Vollmar and accompanying exhibits.

26. Attached hereto as Exhibit 22 is the declaration of Jay Walsh and accompanying exhibits.

27. Attached hereto as Exhibit 23 is the declaration of Lita Biggs and accompanying exhibits.

28. Attached hereto as Exhibit 24 is the declaration of Amy Penrod and accompanying exhibits.

29. Attached hereto as Exhibit 25 is the declaration of Jamie Link and accompanying exhibits.

30. Attached hereto as Exhibit 26 is the declaration of Laura A. Fortman and accompanying exhibits.

31. Attached hereto as Exhibit 27 is the declaration of Denise Barton and accompanying exhibits.

32. Attached hereto as Exhibit 28 is the declaration of Matthew J. Gorzkowicz and accompanying exhibits.

33. Attached hereto as Exhibit 29 is the declaration of Nathan R. Mackinnon and accompanying exhibits.

34. Attached hereto as Exhibit 30 is the declaration of Jennifer Flood and accompanying exhibits.

35. Attached hereto as Exhibit 31 is the declaration of Shawn Kremer and accompanying exhibits.

36. Attached hereto as Exhibit 32 is the declaration of Ahna Minge and accompanying exhibits.

37. Attached hereto as Exhibit 33 is the declaration of Diane Samuel and accompanying exhibits.

38. Attached hereto as Exhibit 34 is the declaration of Robert Asaro-Angelo and accompanying exhibits.

39. Attached hereto as Exhibit 35 is the declaration of Carin Berkowitz and accompanying exhibits.

40. Attached hereto as Exhibit 36 is the declaration of Amy Cuhel-Schuckers.

41. Attached hereto as Exhibit 37 is the declaration of Jonathan GS Koppell and accompanying exhibits.

42. Attached hereto as Exhibit 38 is the declaration of Adrienne Kreipke and accompanying exhibits.

43. Attached hereto as Exhibit 39 is the declaration of Kelly Ottobre and accompanying exhibits.

44. Attached hereto as Exhibit 40 is the declaration of Edward D. Wengryn and accompanying exhibits.

45. Attached hereto as Exhibit 41 is the declaration of Mark Melhoff and accompanying exhibits.

46. Attached hereto as Exhibit 42 is the declaration of Lisa M. Brooks and accompanying exhibits.

47. Attached hereto as Exhibit 43 is the declaration of Patricia Logan Greene and accompanying exhibits.

48. Attached hereto as Exhibit 44 is the declaration of Scott Melvin and accompanying exhibits.

49. Attached hereto as Exhibit 45 is the declaration of Russel Casler and accompanying exhibits.

50. Attached hereto as Exhibit 46 is the declaration of Uri Z. Monson and accompanying exhibits.

51. Attached hereto as Exhibit 47 is the declaration of Kristine Campagna and accompanying exhibits.

52. Attached hereto as Exhibit 48 is the declaration of Brian M. Daniels.

53. Attached hereto as Exhibit 49 is the declaration of Bethany Jenkins.

54. Attached hereto as Exhibit 50 is the declaration of Catherine Dimitruk and accompanying exhibits.

55. Attached hereto as Exhibit 51 is the declaration of Dorota A. Grejner-Brzezinska and accompanying exhibits.

56. Attached hereto as Exhibit 52 is the declaration of Pamela McGillivray.

57. Attached hereto as Exhibit 53 is the declaration of Melissa Nielsen.

58. Attached hereto as Exhibit 54 is the declaration of Jesse Patchak.

59. Attached hereto as Exhibit 55 is the declaration of Nathan W. Bowen and accompanying exhibits.

Dated: August 4, 2025
Boston, MA

/s/ Vanessa A. Arslanian
Vanessa A. Arslanian
Assistant Attorney General
Office of the Attorney General of Massachusetts

CERTIFICATE OF SERVICE

I, Katherine B. Dirks, certify that counsel for or on behalf of plaintiffs have submitted the foregoing document with the clerk of court for the District of Massachusetts, using the electronic case filing system of the Court. Counsel for Plaintiffs hereby certify that they have served all parties electronically or by another manner authorized by Fed. R. Civ. P. 5(b)(2).

/s/ Katherine B. Dirks
Katherine B. Dirks
Assistant Attorney General

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF TOMÁS DIAZ de la RUBIA

I, Tomás Diaz de la Rubia, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Senior Vice President for Research and Partnerships of the University of Arizona. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As the Senior Vice President for Research and Partnerships, I lead and oversee the Office of Research and Partnerships. The Office of Research and Partnerships at the University of Arizona is responsible for, among other things, research grant administration and management at the University of Arizona.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The University of Arizona has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 1, 2025, the University of Arizona had a \$9,999,979 award terminated.

Award number: XJ-98T65901-3

Award title: The Western Environmental Science Technical Assistance Center for Environmental Justice (WEST EJ Center)

Rationale: “This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.”

5. The University of Arizona has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Award: 98T51901 issued 6/8/23

Amount: \$96,000

Title: Improving Groundwater Quality Through Community Education

6. The University of Arizona has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. Proposal Title: Bridging Resources for Enhanced Air Tools and Health Equity with Adaptive Integration and Reporting (BREATHEAIR), Internal application date 6/24/24, Amount: \$1,250,000.00

- b. Proposal Title: Supplement for Western Environmental Science Technical Assistance Center for Environmental Justice (WEST EJ Center), Internal application date 8/30/24, Amount: \$1,141,880.00
 - c. Proposal Title: Community Health Improvement through Landscape, Linkages and Innovative Technologies (CHILL-IT), Internal application date 10/4/24, Amount: \$19,999,987.00
 - d. Proposal Title: Mining for Justice: Elevating historically marginalized voices in rural Arizona environmental decision-making, Internal application date 11/6/24, Amount: \$2,922,793.00
7. The University of Arizona is likely to apply for grants from Defendants in the future.
- a. From 2023 to 2025 the University received grants in the amounts of \$4,000,000 in 2023, \$96,000 in 2024 and \$4,100,000 in 2025

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29 day of July, 2025, in Tucson, Arizona.



TOMÁS DIAZ de la RUBIA
Senior Vice President for Research and Partnerships
The University of Arizona

Exhibit A

**OFFICE OF MISSION SUPPORT**

WASHINGTON, D.C. 20460

May 1, 2025

MEMORANDUM**SUBJECT:** Termination of EPA Assistance Agreement XJ-98T65901-3 under 2 CFR 200.340**FROM:** EPA Award Official**TO:** Dr. Sangita Pawar, Vice President, Operations
Arizona Board of Regents, University of Arizona

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. XJ-98T65901-3 awarded to Arizona Board of Regents, University of Arizona. This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of

performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination. If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Josh F.W. Cook, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO at grantsregion9@epa.gov, with a copy to the EPA Award Official, mendiola.angela@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Dr. Paloma Beamer, Professor, Public Health
Jessica Helgesen, EPA Project Officer
Karla Carrillo Castillo, EPA Grants Specialist

Administrative Conditions

UNILATERAL TERMINATION

1. The Agency is asserting its right under 2 CFR 200.340 and the Termination General Term and Condition of this agreement to unilaterally terminate this award. This amendment serves as required notice under 2 CFR 200.341.

2. Consistent with 2 CFR 200.343 Effect of suspension and termination, costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after the termination of a Federal award are not allowable. Costs after termination are allowable if:

- a. The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and
- b. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- c. The costs are reasonable and necessary termination costs consistent with 2 CFR 200.472.

3. Federal Financial Reporting (FFR) General Terms and Conditions is still in full force and effect. EPA recipients must submit the SF-425 no later than 120 calendar days after the end date of the period of performance of the award.

4. Programmatic Terms and Conditions. Performance reporting is still in full force and effect. The recipient must submit the final report no later than 120 calendar days after the period of performance.

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas:

- a. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period;
- b. Explanations on why established outputs/outcomes were not met; and
- c. Additional information, analysis, and explanation of cost overruns or high-than-expected-unit costs.

5. Waiver of Reports

The following reports are waived:

- a. Utilization of Disadvantaged Business Enterprises General Terms and Conditions, EPA Form 5700-52A.
- b. Tangible Personal Property Report, SF-428, General Terms and Conditions.

6. Record Retention

Access to Records, 2 CFR 200.337, is still in full force and effect. The termination of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other reviews. Information regarding record retention, property disposition in accordance with EPA regulations, and other frequently asked questions can be accessed at <https://www.epa.gov/grants/frequent-questions-about-closeouts>.

Programmatic Conditions

***** END OF ASSISTANCE AGREEMENT *****

EXHIBIT 2

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF MICHÈLE G. GOETZ

I, Michèle G. Goetz, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Chief Executive Officer (CEO) of San Diego State University Foundation doing business as San Diego State University Research Foundation, a California Non-Profit, Public Benefit Corporation (SDSURF or the Corporation). I am also an Associate Vice President within the Division of Research and Innovation at San Diego State University. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my role as CEO of SDSURF, I am responsible for the day-to-day operations and management of the affairs of the Corporation, including direct oversight and management of the sponsored research support functions, operational support for other university business units, and management of the real estate and investment functions within the programmatic and fiscal policies of the University and the Corporation. I report to and collaborate with the Vice

President for Research and Innovation and the Vice President for Business and Financial Services on their respective areas of oversight. I am responsible for maintaining the fiscal viability of the Corporation and recommending to the Board policies designed to support that objective. I also serve as Associate Secretary and maintain a full and accurate record of all Board meetings, regularly attend Board meetings, report to the Board on the affairs of the Corporation, and perform such other duties as the President and the Board may require. I have served in this role for nine years since being selected for the position in June, 2016.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. SDSURF has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On April 2, 2025, Defendant National Endowment for the Humanities (NEH) cited the Clause to terminate a \$336,762 award to SDSURF for the project Preserving and Revealing Tijuana's Past (NEH Grant # PW296906-24), resulting in the loss of \$290,645. The grant was for the arrangement, description, and digitization of approximately 49,000 cultural heritage, social history, and U.S.-Mexico border region materials spanning the nineteenth to the twenty-first centuries from the Archivo Historico de Tijuana, and to make the materials available online through a bilingual portal. In citing the Clause, NEH terminated the grant based on "repurposing its funding allocations in a new direction in furtherance of the

President's agenda" to areas not contemplated at the time the award was made. U.S. researchers, students, and the general public will no longer have access to this documentary record of U.S. history online. Further, given the poor conditions in which the materials are currently stored, without continued funding to support digitization of the remaining images, these important pieces of U.S. history may be lost forever. A true and accurate copy of the Preserving and Revealing Tijuana's Past grant termination letter is attached hereto as Exhibit A.

- b. On April 2, 2025, Defendant National Endowment for the Humanities (NEH) cited the Clause to terminate a \$149,998 award to SDSURF for the project Building the Humanities Through Brazilian Studies (NEH Grant #AC29578024), resulting in the loss of \$86,585. This was a three-year grant to enhance a Brazilian studies program through curriculum development and public engagement. In citing the Clause, NEH terminated the grant based on "repurposing its funding allocations in a new direction in furtherance of the President's agenda" to areas not contemplated at the time the award was made. The termination of this project harms students by denying them critical educational opportunities necessary for careers in diplomacy, national security, and international commerce; weakens faculty capacity to deliver high-quality instruction rooted in American values and global leadership; and deprives the broader community of public programming that fosters civic education and cultural literacy. A true and accurate copy of the Building the Humanities Through Brazilian Studies grant termination letter is attached hereto as Exhibit B.

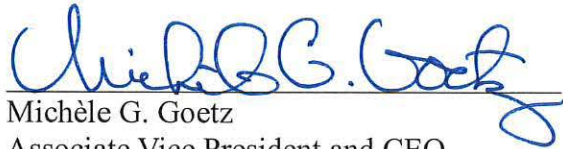
c. On April 2, 2025, Defendant National Endowment for the Humanities (NEH) cited the Clause to terminate a \$145,835 award to SDSURF for the project Creating Expansive Approaches to the Teaching of Writing in a Southern California Border Region (NEH Grant # AC-284632-22), resulting in the loss of \$29,589. The grant was part of a three-year program for faculty intellectual enrichment, teaching resources and curriculum development, specifically targeting required undergraduate writing courses by expanding the rhetorical instruction to account for varied and global rhetorical practices. In citing the Clause, NEH terminated the grant based on “repurposing its funding allocations in a new direction in furtherance of the President’s agenda” to areas not contemplated at the time the award was made. The termination in the final year of the program results in the inability to finish development of the intended materials, depriving students and faculty of valuable teaching and learning resources. A true and accurate copy of the Creating Expansive Approaches to the Teaching of Writing in a Southern California Border Region grant termination letter is attached hereto as Exhibit C.

5. SDSURF is likely to apply for grants from Defendants in the future. From Fiscal Year 2020 to Fiscal Year 2025, SDSURF received grants in the range of approximately \$29,822 to \$545,824 annually from the National Endowment for the Humanities. SDSURF is likely to apply for grants from the National Endowment for the Humanities in the future. Funding from these agencies is important for SDSU faculty as there are little state or federal funding opportunities elsewhere to support the scholarship and research activities in the Humanities disciplines.

[Intentionally Left Blank]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 16 day of July, 2025, in San Diego, California

A handwritten signature in blue ink, appearing to read "Michèle G. Goetz", is written over a horizontal line.

Michèle G. Goetz
Associate Vice President and CEO
San Diego State University Research Foundation

Exhibit A



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Mr. Steve Torok

San Diego State University Foundation

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. PW29690624) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit B



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Mr. Steve Torok

San Diego State University Foundation

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. AC29578024) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit C



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Mr. Steve Torok

San Diego State University Foundation

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. AC28463222) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

EXHIBIT 3

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET,
et al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF KEVIN THOMAS

I, Kevin Thomas, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Deputy Director of Regional Operations for the California Department of Fish and Wildlife (CDFW). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have worked for CDFW for 17 years in a variety of roles, including more recently as Regional Manager for CDFW's Region 2. Throughout my time at CDFW, I have participated in and overseen a variety of projects receiving funding from the federal government, including but not limited to, the grants that have been cancelled and are described herein.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. CDFW has had grants terminated pursuant to the Clause, including, but not limited to a \$195,977 Traditional Section 6 grant¹ awarded to CDFW by Defendant U.S. Fish and Wildlife Service (Service) to fund the informed management and recovery of northern spotted owls through the study of the movement and dispersal of barred owls (Grant No. F22AP00096). The northern spotted owl is listed as threatened pursuant to the federal Endangered Species Act and the California Endangered Species Act, and invasive barred owls have been identified as a key threat to the continued survival of the northern spotted owl. On May 13, 2025, the Service cited 2 C.F.R. § 200.340 and the terms and conditions of the award to terminate the award because it “no longer effectuates the priorities of the U.S. Fish and Wildlife Service[.]” Termination of the award required the state to cancel an agreement with the University of Maryland to estimate the spatial origins of invading barred owls and their dispersal distances, thus hindering the State’s understanding of barred owl invasions and ecology in California. Until the invasion patterns of barred owls are better understood, the northern spotted owl population is expected to continue to decline due to insufficient information to effectively mitigate the impacts of barred owls. A true and correct copy of the award termination letter is attached hereto as Exhibit A.

5. CDFW has 16 current Traditional Section 6 grants with Defendants, totaling over \$4,000,000, that are at risk of termination pursuant to the Clause. These include, but are not limited to, awards for the conservation of numerous species listed as threatened or endangered

¹ CDFW and the Service commonly refer to Cooperative Endangered Species Conservation Fund Traditional Conservation Grants as “Traditional Section 6 grants.” Indeed, the grants themselves and the corresponding termination letters use this convention. Accordingly, Cooperative Endangered Species Conservation Fund Traditional Conservation Grants are referred to as Traditional Section 6 grants herein.

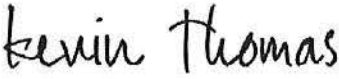
under the federal Endangered Species Act. Termination of these grants would cause the cancellation of existing agreements with partners to conduct essential work and significantly limit the state's ability to effectively monitor, study, and conserve these species.

6. CDFW has several pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to the following: On May 24, 2024, CDFW applied for a \$456,097 Traditional Section 6 grant to mitigate lead poisoning, the primary source of mortality in California condors – which are listed as endangered under both the federal Endangered Species Act and the California Endangered Species Act – through a comprehensive approach involving community outreach, scientific studies to elucidate exposure pathways, and increased non-lead ammunition availability. This application remains pending.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 25th day of July 2025, in Sacramento, California.

DocuSigned by:



A2A0A9C574C3445...

Kevin Thomas

Deputy Director of Regional Operations
California Department of Fish and Wildlife

EXHIBIT A

Notice of Termination of Financial Assistance Award F22AP00096



United States Department of the Interior

FISH AND WILDLIFE SERVICE

5275 Leesburg Pike
Falls Church, Virginia 22041



13 May 2025

Jenifer Andersen
Grant Administrator
California Department of Fish and Wildlife
Federal Assistance Section
715 P St.
Sacramento, CA 95814-6408

Subject: Notice of Termination of Financial Assistance Award F22AP00096

Dear Ms. Andersen,

This letter serves as notification of the termination of award F22AP00096, *Traditional Section 6 (FY2021) Informing management and recovery of spotted owls through understanding movement and dispersal of barred owls (G2198113)*, awarded under the Cooperative Endangered Species Conservation Fund, Assistance Listing 15.615. This termination is effective as of today, May 13, 2025.

As authorized under 2 CFR§ 200.340, "Termination", a Federal award may be terminated by the Federal awarding agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. This award no longer effectuates the priorities of the United States Fish and Wildlife Service (USFWS) and is therefore terminated.

The termination provisions related to your award are outlined in the General Terms and Conditions, and are as follows:

TERMINATION PROVISIONS Per § 200.340 Termination, The Federal award may be terminated in whole or in part as follows:

- *By the DOI sub-agency or pass-through entity, if the recipient or subrecipient fails to comply with the terms and conditions of the award.*
- *By the DOI sub-agency or pass-through entity with the consent of the recipient or subrecipient, in this case, both parties must agree on the termination conditions, including the effective date and, for partial termination, specify which parts will be terminated.*
- *By the recipient or subrecipient by providing written notice to the DOI sub-agency or pass-through entity, stating the reasons for the termination, the effective date, and, for partial termination, the portion to be terminated. However, if the DOI sub-agency or pass-through entity determines that the remaining portion will not achieve the purpose of the award, they may terminate the entire Federal award*

• By the DOI sub-agency or pass-through entity in accordance with the terms of the Federal award, including, if authorized by law, if the award no longer meets program goals or DOI priorities [emphasis added].

Further, as authorized under 2 CFR §200.340(d) "Termination," your organization remains responsible for complying with the requirements outlined in 2 CFR §200.344, "Closeout." This includes submitting final financial and performance reports, which are due no later than 120 calendar days after the termination date.

Additionally, under 2 CFR §200.472 "Termination and Standard Closeout Costs," your organization will be reimbursed for costs incurred due to the termination of the award. This reimbursement covers allowable costs, as well as settlement expenses (e.g., accounting, legal, clerical costs) and administrative costs (e.g., salaries of personnel, preparing final reports). For more information on requirements and definitions of allowances, please refer to the relevant chapters of 2 CFR §200.

To reconcile funds, your organization must submit a final payment request if additional funds are owed. If funds are to be returned, they should be sent back to the USFWS. Once the USFWS receives your final reports, it will begin the closeout procedures for the award.

Sincerely,



Rebecca G. Miller
Regional Manager
Office of Conservation Investment

EXHIBIT 4

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF NANCY FARIAS WOMACK

I, Nancy Farias Womack, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Director of the California Employment Development Department (“EDD” or “Department”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As EDD’s Director, I am responsible for overseeing the administration of programs funded by federal financial assistance.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. EDD has had grants terminated pursuant to the Clause, including, but not limited to the following:

- a. On May 22, 2025, Defendant U.S. Department of Labor (“DOL”) cited the Clause to terminate a \$9,120,000 award to EDD in the form of an American Rescue Plan – Unemployment Insurance Equity Grant (“Equity Grant”), which funded EDD’s online multilanguage project and additional interactive voice response lines. In citing the Clause, DOL purported to terminate the grant “because it [the grant] no longer effectuates [DOL’s] priorities for its grant funding.” DOL terminated the grant even though the Clause was not unambiguously incorporated into the grant’s terms and conditions. A true and correct copy of the Equity Grant termination letter is attached hereto as Exhibit A.
- b. On May 22, 2025, Defendant DOL cited the Clause to terminate a \$5,965,300 award to EDD in the form of an American Rescue Plan – Unemployment Insurance Tiger Team Grant (“Tiger Team Grant”) which, in accordance with Unemployment Insurance Program Letter (UIPL) No. 11-23, funded and

strengthened EDD's program integrity by protecting the Department's systems from fraud and by increasing the resources dedicated to overpayment recovery. In citing the Clause, DOL purported to terminate the grant "because it [the grant] no longer effectuates [DOL's] priorities for its grant funding." DOL terminated the grant even though the Clause was not unambiguously incorporated into the grant's terms and conditions. A true and correct copy of the Tiger Team Grant termination letter is attached hereto as Exhibit B.

- c. On May 22, 2025, Defendant DOL cited the Clause to terminate a \$3,479,750 award to EDD in American Rescue Plan – Integrity Grant Funding ("Integrity Grant") which, in accordance with UIPL No. 11-23, funded integrity controls that assisted EDD in detecting and preventing fraud, including identity verification, crossmatch systems, immigration verification, and referrals to DOL pursuant to UIPL No. 04-17, Change 1. In citing the Clause, DOL purported to terminate the grant "because it [the grant] no longer effectuates [DOL's] priorities for its grant funding." DOL terminated the grant even though the Clause was not unambiguously incorporated into the grant's terms and conditions. A true and correct copy of the Integrity Grant termination letter is attached hereto as Exhibit C.

5. EDD has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On March 7, 2025, California received an initial Disaster Unemployment Assistance (DUA) allocation of \$994,546 to provide benefit payments to individuals who have become unemployed due to the devastating wildfires and straight-line winds that occurred in Los Angeles County during January 2025. As those funds were quickly exhausted, California received an additional \$8,551,077 on June 25, 2025, bringing the total grant award to \$9,545,623. On June 27, 2025, due to the continued volume of benefit payments requested, California submitted a request for an additional \$9,786,085. If approved, California's total funding received will be \$19,331,708.

6. EDD has a pending grant application with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On January 15, 2025, EDD received an initial \$1,000,000 increment of its \$10,000,000 request for Disaster Recover National Dislocated Worker Grant (NDWG) funds to be able to respond to the extensive damage caused by wildfires and straight-line winds that occurred throughout the Los Angeles County area during January 2025. On February 28, 2025, EDD submitted a request for the remaining \$9,000,000, and is currently waiting to receive an award or response from DOL on the status of its request. If DOL does not award the pending application, it will eliminate over 300 temporary jobs intended to deliver humanitarian aid and cleanup services in the Los Angeles area.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed this 16th day of July, 2025, in Provincetown, Massachusetts.



NANCY FARIAS WOMACK

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI387882255A6

May 22, 2025

Caleb Horel
Chief, Fiscal Programs Division
State of California Employment Development Department
800 Capitol Mall
Sacramento, CA 95814-4807

Dear Mr. Horel:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI387882255A6, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000081

May 22, 2025

Caleb Horel
Division Chief
State of California Employment Development Department
800 Capitol Mall
Sacramento, CA 95814-4807

Dear Mr. Horel:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000081, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000053

May 22, 2025

Caleb Horel
Division Chief
State of California Employment Development Department
800 Capitol Mall
Sacramento, CA 95814-4807

Dear Mr. Horel:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000053, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JOE BARELA

I, Joe Barela, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Executive Director of the Colorado Department of Labor and Employment (“CDLE”). I have served in this role since January 2019.

2. I am over the age of 18, and the statements made in this Declaration are based on knowledge acquired by me in the performance of my official duties and in conjunction with my review of information and records gathered by my staff. If called as a witness, I could and would testify competently to the matters set forth below.

3. As the executive director of CDLE, I am responsible for the activities of the Department, including the Divisions of Unemployment Insurance, Workers’ Compensation, Labor Standards and Statistics, Vocational Rehabilitation, Employment and Training, Family and Medical Leave Insurance, and Oil and Public Safety.

4. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms

and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

5. The Employment and Training Division of CDLE oversees the administration and delivery of federal, state, and discretionary workforce programs that support a diverse range of job seekers and employers across Colorado. The Employment and Training Division Director also currently oversees the Office of the Future of Work and one of the grants in this declaration. This dual role connects individuals, including youth, veterans, underemployed, and those re-entering the workforce to meaningful employment while also advancing modern worker protections, supporting inclusive workforce innovations, and leading the State Apprenticeship Agency and digital access programs to ensure equitable access to future-focused career pathways.

6. The Unemployment Insurance Division (“UI Division”) of CDLE provides assistance to people who have lost their jobs by providing temporary wage replacement through Unemployment Insurance (“UI”) benefits. Unemployment benefits are funded by employers and may be paid to any worker who has lost a job through no fault of their own and meets the eligibility requirements set forth by the law. Unemployment Insurance helps workers pay their bills and contributes to the economic stability of the state.

7. CDLE has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, United States Department of Labor (USDOL) immediately terminated UI382482255A8, otherwise known as the Equity Grant, a \$6,840,000 award to CDLE (“USDOL Equity Grant”). The USDOL Equity Grant was

approved for CDLE to allocate and to fund programmatic improvements for equitable access to Colorado UI Benefits. To date, all amounts of the Grant have been allocated for direct use by the UI Division. The remaining \$2,637,953.40 has not yet been encumbered and corresponding work remains incomplete. Amounts were expected to be used in full prior to the expiration date of said contract for Grant money on December 31, 2025. The award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause. A true and correct copy of this Termination Notice is attached as Attachment A.

- i. In citing the Clause, the USDOL terminated that grant stating that the monies previously allocated for the grant no longer aligned with the new priorities of the USDOL that were not contemplated or in place at the time of the award. No other explanation was given. This happened a few weeks after the UI Division was granted an extension of the period of performance of the grant and long after the initial approval by USDOL.
- ii. The funding that has been impacted by this termination would have improved access, usability, and equitability of all UI systems for all Coloradans. These changes will negatively impact the most vulnerable populations in Colorado. As a result of the USDOL Equity Grant termination, CDLE will be impeded from achieving the following outcomes:
 1. Implementation of plain language (transforming complex jargon and convoluted phrasing into clear, understandable terms) and completion and continuation of ADA compliance updates for screens and correspondence within the MyUI+ Benefits System. MyUI+ Benefits System is a

website/application and the system of record for unemployment claim information and main source communication for claimants and CDLE staff and significantly improves the ability of the typical user to work online and directly access information relative to the application process, benefit determinations, and communications, without requiring staff guidance;

2. Spanish translation of UI benefits system and communications to enable the user to experience equitable opportunities relative to all aspects of communication and interaction with the UI Division which directly impacts timely exchange of important information and the individual's ability to effectively and timely participate in UI processes both online and bidirectionally. Spanish is the second, most commonly spoken and utilized language in Colorado, and additional costs are required to maintain dedicated, Spanish-speaking team to meet the demands of the call center;
3. Implementing improvements to and for the expansion of UI's virtual agent. The virtual agent provides immediate answers to Frequently Asked Questions and to provide claimant specific assistance. This system enables callers to get immediate answers to common questions, as opposed to being only able to get that information by speaking to a live agent;
4. Provision of interactive voice response payment requests as an alternative option for users who reside in areas (primarily rural) with limited internet or digital access. Without this alternative option, claimants with limited

internet connectivity, digital skills, and/or access to computers of MyUI+ Benefits System would only be able to access the System during limited hours versus 24/7 for digital users of the System.

5. Building the workflow and data management for the Reemployment Services and Eligibility Assessment (RESEA) into the MyUI+ Benefits System. The RESEA program is focused on helping claimants return to work more expediently, especially in areas where job opportunities are not abundant;
 6. Evaluation of data and building tools to measure UI Division's efficacy and business value in the delivery of grant associated work. The funding enables examination of the delivery of unemployment benefits and overall claimant experience. The tools also allow evaluation of impacts to marginalized groups and ensuring that the tools have been updated with strong and equitable option availability for both urban and rural users;
 7. Supporting equity in fraud prevention, detection, and recovery including integration of and access to U.S. Post Office Verification as a facet of the required ID verification process; and
 8. Process review of benefits payments for effectiveness and attainment of successful user experience.
- iii. Outcomes attributed to these initiatives funded by the USDOL Equity Grant impact an average of 150,000 claimants each year. Spanish-speaking claimants make up for approximately 25% of Coloradans requesting benefits.

Implementation of the virtual agent has resulted in a significant decrease in the number claimant calls and representative of approximately 25% of calls in which a live agent was subsequently requested. There has been steady growth in the number of questions that are answered and addressed through self-service interactions with the virtual agent. The RESEA program has been showing success with 2024 results demonstrating a success rate of 82% with 7,200 participants.

- b. On May 22, 2025, the USDOL immediately terminated 23A60UB000058, otherwise known as the Tiger Teams Grant, a \$1,064,960 grant to CDLE (“USDOL Tiger Teams Grant”). The USDOL Tiger Teams Grant’s purpose is to fund programmatic improvements for equitable access to Colorado UI Benefits. The award’s terms and conditions did not specify that the grant could be terminated pursuant to the Clause.
 - i. In citing the Clause, the USDOL terminated that grant stating that the monies previously allocated for the grant no longer aligned with the new priorities of the USDOL that were not contemplated or in place at the time of the award. No other explanation was given. And this occurred a few weeks after an extension, relative to the performance period of the grant, had been approved by USDOL.
 - ii. The funding that has been impacted by this termination would have substantially improved accessibility and usability of UI and UI systems for all Coloradans. The impact of these changes will be most felt by the most vulnerable populations in Colorado. As a result of this USDOL Tiger Teams Grant termination, CDLE will not achieve the following outcomes:

1. Implementation a self-service escalation process within MyUI+, which is intended to empower users to take a more direct role in the processing and management of their claims and to encourage users to contact the UI Division expediently when claims processing delays arise; and
 2. Completion of improvements to UI email and a set of current communications that are designed to direct the reader to acknowledge and comprehend the most important information with ease.
- c. On May 22, 2025, USDOL immediately terminated 23A60UB000058, otherwise known as the Integrity Grant, a \$2,609,000 award to CDLE (“USDOL Integrity Grant”). The USDOL Integrity Grant’s purpose is to fund programmatic improvements for equitable access to Colorado UI benefits. The funding that has been impacted by this termination would have improved access and usability of UI and UI systems for all Coloradans. The award’s terms and conditions did not specify that the grant could be terminated pursuant to the Clause.
- i. In citing the Clause, the USDOL terminated that grant stating that the monies previously allocated for the grant no longer aligned with the new priorities of the USDOL that were not contemplated or in place at the time of the award. No other explanation was given. And this occurred only a few weeks after an extension of the period of performance of the grant was approved by USDOL.
 - ii. As a result of this grant termination, CDLE will not achieve the following outcomes:

1. Implementation of a safe and secure process for single sign-on and confident ID-Verification, which provides 24x7 support for login, thereby improving the support for claimants outside of the metropolitan areas and the most vulnerable populations;
2. Enablement of cross-matching of benefit applications and claims with incarceration data through the Prisoner Update Processing System (PUPS); and
3. Supported and continued fraud review by staff, oversight of annual costs and renewal for ID verification, ability to meet ongoing costs for fraud detection, development and implementation of an effective case management tool for the ICE team.

8. CDLE is likely to apply for grants from Defendants in the future that, if awarded, will be at risk of termination pursuant to the Clause.

- a. From 2020 to 2025, CDLE has received grants, ranging from approximately \$10,000 to \$65,000,000 annually, from the U.S. Department of Labor. Colorado is likely to apply for grants from USDOL in the future. Grants from the USDOL have historically been the primary source of administrative and programmatic funding for CDLE's Division of Unemployment Insurance and of which the UI Division heavily relies heavily upon. These specific grants from USDOL make up between approximately 5% to 15% of the Division's administrative funding in any given year. The UI Division only applies for grants from USDOL for very specific projects, processes, and programmatic initiatives.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of July, 2025, in Denver, Colorado.



JOE BARBA
Executive Director
Colorado Department of Labor and Employment

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI382482255A8

May 22, 2025

Joe M Barela
Executive Director
Colorado Department of Labor & Employment
633 17th St STE 1100
Denver, CO 80202-3611

Dear Mr. Barela:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI382482255A8, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 6

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF KATE GREENBERG

I, Kate Greenberg, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Commissioner of the Colorado Department of Agriculture (CDA). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am the Chief Executive Officer of the Colorado Department of Agriculture and have direct control and management of its functions, subject only to the powers and duties of the Colorado Agricultural Commission. See § 35-1-107(1), C.R.S. The Colorado legislature has authorized me to enter into cooperative agreements with any agency of the United States government for the purpose of carrying out the provisions set forth in title 35, “Department of Agriculture,” of the Colorado Revised Statutes. See § 35-1-107(7), C.R.S.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms

and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Colorado has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On April 22, 2025, Defendant U.S. Department of Agriculture (USDA) cited the Clause to terminate the remainder of a \$24,999,998 award to the Colorado Department of Agriculture – Partnership for Climate-Smart Commodities, NR233A750004G008 (PCSC) grant, which funds Colorado’s Soil Health program, including farmer incentive payments and technical assistance, soil health monitoring and research, and the development of climate smart markets. In citing the Clause, USDA terminated that grant because the Colorado Department of Agriculture had “failed to meet the first of three Farmer First policy priorities identified by USDA.” See April 22, 2025, Notice of Termination, a true and accurate copy of which is included as Attachment A. These were new agency priorities not contemplated at the time of the grant was issued.
- b. As a result of the termination of the PCSC grant, 10 positions in CDA lost their funding, and over 300 farmer and rancher cost-share agreements in 44 counties encompassing over 40,000 enrolled acres ended prematurely in mid-season. In addition, 42 subawardees, including Conservation Districts, lost capacity payments, resulting in laid-off staff or reduced hours of technical assistance providers, and vital voluntary soil health sampling and research on behalf of enrolled farmers and ranchers’ individual fields was ended prematurely.

5. Colorado has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Rural Energy for America Program (REAP) Technical Assistance Grant (TAG), awarded by Defendant U.S. Department of Agriculture on October 1, 2023, for \$300,000. A second REAP Technical Assistance Grant was awarded to Colorado on June 24, 2024, to further the work for the first REAP TAG agreement. Without these grants, Colorado producers would have to pay the upfront costs for the required USDA application materials, including energy audits or feasibility studies (which can be upwards of \$10,000) -- and navigate the federal grant process without technical support, resulting in fewer producers participating in the USDA energy program.
- b. Farm Bill 2020, awarded 9/30/2003 for \$6,379,133. Ending the grant funds would significantly reduce conservation support and limit producers' access to the

technical assistance and resources necessary for adopting and enhancing sustainable agricultural practices.

- c. Conservation Innovation Grants- Inflation Reduction Act, awarded by Defendant U.S. Department of Agriculture on Sept. 21, 2023, for \$4,050,000. Similar to the Farm Bill 2020, terminating the funds would significantly reduce support for conservation efforts, limit producers' access to critical guidance and resources needed to implement and improve soil health practices and sustainable agricultural practices, and hinder research on the benefits of soil health practices.
 - d. Resilient Food System Infrastructure (RFSI), awarded by Defendant U.S. Department of Agriculture on May 25, 2023, for \$4,155,660. Without continued funding, 15 Colorado producers and food producer grantees would have to cease their efforts to expand local and regional infrastructure for food in Colorado.
 - e. In addition to these four grants, the Colorado Department of Agriculture has an additional 31 active grants with the U.S. Department of Agriculture, one active grant with the U.S. Department of the Interior, and one active grant with the U.S. Environmental Protection Agency, which are at risk of termination pursuant to the Clause. Termination of these grants would reduce CDA's ability to protect Coloradans from food and animal diseases, negatively impact management of Colorado's natural resources, and reduce financial and technical support to hundreds of agricultural producers.
6. Colorado is likely to apply for grants from the Defendant in the future.
- a. From 2020 to 2025, Colorado has received grants in the range of approximately \$5,700 to \$4,000,000 annually from U.S. Department of Agriculture. Colorado is likely to apply for grants from U.S. Department of Agriculture in the future because they provide critical resources such as staff, access to training, equipment, and research to advance our agency's mission of supporting Colorado's farmers and ranchers, and the Coloradans as a whole. We currently support the equivalent of 14 full-time employees through federal funding.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 24 day of July, 2025, in Broomfield, Colorado.



KATE GREENBERG
COMMISSIONER, COLORADO DEPARTMENT OF
AGRICULTURE

Exhibit A



Natural Resources Conservation Service

U.S. DEPARTMENT OF AGRICULTURE

April 22, 2025

COLORADO DEPARTMENT OF AGRICULTURE
305 INTERLOCKEN PKWY
BROOMFIELD, CO 80021

This letter provides notice that the United States Department of Agriculture (USDA) is terminating your federal award, NR233A750004G008, Expands markets for climate-smart beef and eleven cropping systems including corn and grains by supporting and expanding the STAR Program in CO, ID, MT, NM, UT, WA and WY., in accordance with the terms and conditions of your award, which include applicable regulations relating to termination. See 2 C.F.R. §§ 200.340-343.

Termination. On April 14, 2025, you received a letter notifying you that a review of your award showed that you failed to meet the first of three Farmer First policy priorities identified by USDA. Therefore, the award is inconsistent with, and no longer effectuates, Department priorities. See 2 C.F.R. § 200.340(a)(4). Pursuant to, among other authorities, 2 C.F.R. §§ 200.339-343, which are applicable to your award, the Department hereby terminates award number NR233A750004G008 in its entirety effective April 22, 2025.

Closure. You must submit all final reports and a final payment request no later than 120 calendar days after the date of this notice. You will be reimbursed for costs incurred up to the date of this notice that are determined to be consistent with 2 C.F.R. § 200.343, *Effects of suspension or termination*. Any open balance remaining 120 days after the date of this notice will be unavailable for payment.

If you do not submit all reports in accordance with the terms and conditions of the Federal award within one (1) year of the effective termination date, the Natural Resources Conservation Service (NRCS) must proceed to close out the award with the information available. In these circumstances, in accordance with 2 C.F.R. § 200.344, NRCS must report your material failure to comply with the terms and conditions of the award in SAM.gov using the Contractor Performance Assessment Reporting System (CPARS). In this way, failure to submit timely and accurate final reports may affect your future funding.

Recipients are required by Federal regulation to retain all Federal award records consistent with 2 C.F.R. § 200.334. Termination of the agreement does not affect a Federal agency's or a pass-through entity's right to disallow costs and recover funds based on a later audit or other review. In addition, termination does not affect a recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments (refer to 2 C.F.R. § 200.345).

Resubmission. Further instructions will be provided should you wish to resubmit a proposal under the Advancing Markets for Producers (AMP) initiative.

If you have questions, contact your NRCS Program Contact at Jill.Reinhart@usda.gov.

Sincerely,
LOUIS ASPEY
Associate Chief

CC: Jill Reinhart, Management & Program Analyst, NRCS

EXHIBIT 7

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF ERICK SCHEMINSKE

I, Erick Scheminske, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Chief Operating Officer for the Colorado Department of Public Health and Environment. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. The Chief Operating Officer for the Colorado Department of Public Health and Environment (CDPHE) oversees the application for, receipt of, and subsequent financial management of all federal grants within the Department.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. CDPHE has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On March 26, 2025, the Environmental Protection Agency (EPA) cited the Clause to terminate an award to the Colorado Department of Public Health and Environment, for the Environmental Justice Government to Government Grant, which funds long-term regionalization initiatives for critical drinking water and wastewater infrastructure resulting in a loss of funding of \$975,479.55 to the State of Colorado. The award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause. A true and correct copy of this Termination Notice is attached as Attachment A.
- b. In citing the Clause, EPA terminated the grant based on new agency priorities not contemplated or in existence at the time of the awarding of the grant. Unexpected termination of this grant disrupts long-term initiatives to improve public health and the environment in rural underserved communities throughout Colorado. The grant supported a statewide stakeholder process and pilot study to spur small drinking water and wastewater systems in rural, underserved areas of Colorado to collaborate on the provisions of services related to safe drinking water and wastewater treatment. Small water and wastewater systems in underserved, rural communities often lack the resources to comply with health-based drinking water standards and wastewater discharge standards. Non-compliance with health-based drinking water standards can result in risks to public health that may cause acute and chronic health problems. Regionalization of functions across multiple small water systems can help overcome technical, managerial, and financial barriers by allowing the systems to share resources. Phase 1 of this project was to launch a regionalization effort by first conducting an inclusive stakeholder process to identify regions that can benefit most from regionalization by seeking input from rural water systems across Colorado. Phase 2 of this project was to conduct a pilot effort studying and initiating regionalization opportunities in areas identified as being most ripe to benefit from regionalization. Without this grant, CDPHE is unable to provide the level of assistance and coordination needed to help Colorado's small, often rural, communities overcome the systemic challenges they face in delivering safe drinking water—leaving them at greater risk of regulatory non-compliance, financial instability, and public health threats.

5. The State of Colorado has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On August 30, 2024, the Environmental Protection Agency (EPA) awarded the Colorado Department of Public Health and Environment \$1,000,000.00, for the Environmental Justice Government to Government Grant, which funds long-term regionalization initiatives of critical drinking water and wastewater infrastructure. The grant award's terms and conditions do not specify that the grant can be terminated pursuant to the Clause.

6. CDPHE is likely to apply for grants from Defendants in the future that, if awarded, will be at risk of termination pursuant to the Clause.

- a. From 2021 to 2025, CDPHE has received grants in the range of approximately \$185.5 million from the EPA. CDPHE is likely to apply for grants from EPA again in the future as our Department has primary responsibility to implement most major federal environmental laws, including but not limited to the Clean Air Act, Clean Water Act, Safe Drinking Water Act, Resource Conservation and Recovery Act, and CERCLA (Superfund).

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 25th day of July, 2025, in Denver, Colorado.



Erick Scheminske
Chief Operating Officer

Exhibit A



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

March 26, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement AJ 00I51800 under 2 CFR 200.340

FROM: Sarah Hulstein
EPA Award Official

TO: Jannette Scarpino, Chief Financial Officer
Colorado Department of Public Health and Environment

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. AJ 00I51800 awarded to Colorado Department of Public Health and Environment. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), McCluney.Lance@epa.gov must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Hulstein.Sarah@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Cinna Vallejos, EPA Grant Specialist
 Clayton Ovado, EPA Project Officer
 Armando Herold, Local Assistance Unit Manager

EXHIBIT 8

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

**DECLARATION OF KATIE DYKES ON BEHALF OF THE CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**

I, Katie Dykes, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Commissioner of the Connecticut Department of Energy and Environmental Protection (hereinafter “DEEP”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have held the position of Commissioner of DEEP since February 2019. DEEP is a Connecticut executive branch state agency. DEEP is charged with conserving, improving and protecting the natural resources and the environment of the state of Connecticut as well as making energy more affordable, cleaner and reliable for the people and businesses of the state. DEEP is also committed to playing a positive role in rebuilding Connecticut’s economy and creating jobs – and to fostering a sustainable and prosperous economic future for the state.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. DEEP has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 1, 2025, Defendant U.S. Environmental Protection Agency ("EPA") cited to the Clause to terminate a \$1,000,000 award to DEEP through the Environmental Justice Government to Government Program, which supports government activities that lead to measurable environmental or public health impacts in communities. The award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause. In citing the Clause, EPA terminated the grant on the grounds that its objectives were no longer consistent with new agency funding priorities that were not contemplated at the time of the grant. A copy of the termination notice is attached hereto as Exhibit A.
- b. On May 22, 2025, Defendant U.S. Department of the Interior ("Interior") cited to the Clause to terminate an \$830,450 award to DEEP through the Highlands Conservation Act Grant Program, which supports conservation of open space in under-resourced communities in the Highlands region in Connecticut. In citing the Clause, DOI terminated the grant on the grounds that it no longer effectuated agency priorities. A copy of the termination notice is attached hereto as Exhibit B.

5. DEEP has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to the following:

- a. On April 22, 2024 and thereafter, Defendant EPA awarded DEEP \$62,450,000 under the Solar for All program, which is used to expand solar energy investment in low-income and disadvantaged communities, improve access to residential solar, increase resilience and grid benefits, and invest in quality jobs and businesses. If this grant is terminated, it will reduce the likelihood of low-income and disadvantaged community customers from being able to access distributed solar and storage and reduce their energy burden. It will also reduce the amount of distributed storage deployed by Connecticut to increase fuel diversity, improve electric reliability, and reduce Connecticut's reliance on fossil fuel generation.
- b. On August 7, 2023 and thereafter, Defendant EPA awarded DEEP \$592,253 under the Solid Waste Infrastructure for Recycling grant program, which is used to improve post-consumer materials management and infrastructure; support improvements to local post-consumer materials management and recycling programs; and assist local waste management authorities in making improvements to local waste management systems. If this grant is terminated, it will severely limit Connecticut's capacity to collect, analyze, and develop policy based on data from municipalities regarding recycling rates and methods.
- c. On June 24, 2024 and thereafter, Defendant EPA awarded DEEP \$2,302,232 under the Special Studies-Clean Air Act ("CAA") Section 103 grant program, which is used for research, investigations, demonstrations, surveys, and studies related to air pollution and control. If this grant is terminated, it will prevent projects focused on

the causes, effects, extent, prevention, and control of both ambient and indoor air pollution in Connecticut.

- d. On August 13, 2019 and thereafter, Defendant EPA awarded DEEP \$3,072,390 under the Clean Diesel grant program, which is used to protect human health and improve air quality by reducing harmful emissions from diesel engines. If this grant is terminated, it will lead to worse air quality and human health in Connecticut.
- e. On October 3, 2024 and thereafter, Defendant EPA awarded DEEP \$450,000,000 to lead a coalition of Connecticut and four other New England states (Maine, Massachusetts, New Hampshire, and Rhode Island) on a heat pump accelerator initiative under the Climate Pollution Reduction Grant - Implementation program. If this grant is terminated, it will impede Connecticut's and the coalition states' efforts to support more affordable and efficient space heating and cooling and hot water heater options for residents in each state through lowering the up-front cost of heat pump technology, conducting HVAC contractor training and workforce development, and supporting consumer education.
- f. On July 24, 2023 and thereafter, Defendant EPA awarded DEEP \$3,000,000 under the Climate Pollution Reduction Grant-Planning program, which is used to prepare a Priority Climate Action Plan, a Comprehensive Climate Action Plan, and a Status Report for the state. If this grant is terminated, it will stop work on planning that is underway to identify and evaluate actions the state can take to lower energy costs, improve community resilience to extreme weather, and reduce climate and hazardous air pollution to provide clean air and improve public health for its residents.

- g. On August 5, 2020 and thereafter, Defendant EPA awarded DEEP \$34,696,840 under the Long Island Sound Study Grant Program, which provides for clean waters, healthy watersheds, thriving habitats and abundant wildlife, sustainable and resilient communities, and sound science. If this grant is terminated, it will prevent the Long Island Sound Study's fulfilment of those goals.
- h. On September 1, 2022 and thereafter, Defendant EPA awarded DEEP \$25,295,916 under the Long Island Sound-Infrastructure Investment and Jobs Act and the Bipartisan Infrastructure Law, which is used to implement projects that support climate change adaptation, flood mitigation, coastal resilience, recreational public access, protecting and restoring key habitats, and water quality and carbon sequestration. If this grant is terminated, it will prevent the Long Island Sound Study's fulfilment of those goals.
- i. On August 28, 2023 and thereafter, Defendant EPA awarded DEEP \$4,295,000 under the Clean Water Fund – Overflow Sewer grant, which is used to provide financial assistance to municipalities for wastewater infrastructure projects to address sewer overflow. If this grant is terminated, it will hinder the elimination of sewer backups and overflows in Connecticut.
- j. On August 16, 2023 and thereafter, Defendant EPA awarded DEEP \$75,199,000 under the Clean Water Fund – Supplemental grant, which is used to provide funding to municipalities in Connecticut to maintain and improve their wastewater infrastructure. If this grant is terminated, it will obstruct the ability of Connecticut to maintain critical wastewater infrastructure and fund positions that work on the Connecticut Clean Water Fund.

- k. On August 16, 2023 and thereafter, Defendant EPA awarded DEEP \$6,379,000 under the Clean Water Fund – Emerging Contaminants grant, which is used to address emerging contaminants such as PFAS in public water systems. If this grant is terminated, it will render the people of Connecticut vulnerable to emerging contaminants.
- l. On September 1, 2022 and thereafter, Defendant EPA awarded DEEP \$1,160,000 under the Water Quality Planning 604b grant, which is used to conduct water quality management and planning. If this grant is terminated, it will challenge Connecticut’s ability to identify, address water quality problems, and meet Federal Clean Water Act requirements.
- m. On September 9, 2019 and thereafter, Defendant EPA awarded DEEP \$5,673,095 under the Nonpoint Source 319 grant, which is used to address nonpoint sources of pollution to the waters of the state. If this grant is terminated, it will limit Connecticut’s ability to identify and address nonpoint sources of water pollution to meet Federal Clean Water Act requirements.
- n. On September 2, 2021 and thereafter, Defendant EPA awarded DEEP \$33,365,000 under the Title VI Clean Water Fund Cap grant program, which is used to provide funding to localities to improve their water quality. If this grant is terminated, Connecticut’s localities will struggle to address local water quality.
- o. On June 24, 2025 and thereafter, Defendant EPA awarded DEEP \$141,576 under the Superfund Core grant, which is used to clean up hazardous waste sites and protect human health and the environment. If this grant is terminated, it will leave

the people and environment of Connecticut vulnerable to the health crises from hazardous waste.

- p. On July 8, 2025 and thereafter, Defendant EPA awarded DEEP \$1,184,825 under the Superfund Remedial grant, which is used to support all stages of the Superfund process, including site assessment, investigations, remedial actions, and oversight of cleanups. If this grant is terminated, it will restrict Connecticut's ability to remediate Superfund sites.
- q. On May 31, 2024 and thereafter, Defendant EPA awarded DEEP \$151,552 under the Wetlands Program Development grant program, which is used to update and modernize tidal and inland wetlands regulations. If this grant is terminated, it will curtail efforts to improve regulatory efficiency and the protection of wetlands and watercourses.
- r. On April 11, 2022 and thereafter, Defendant EPA awarded DEEP \$41,360,300 under the Performance Partnership Grant, which is used to protect human health and the environment in partnership with EPA, supporting DEEP in implementing requirements associated with national environmental laws such as the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Solid Waste Disposal Act, Safe Drinking Water Act, and more. This grant ensures the ability to administer federally-funded programs and assure national environmental quality standards that provide protections associated with clean water, clean air, climate change, materials management, pollution cleanup.
- s. On July 30, 2024 and thereafter, Defendant EPA awarded DEEP \$780,000 under the Comprehensive Environmental Response, Compensation, and Liability Act

(“CERCLA”) Sec. 128(A) State and Tribal Response program, which is used to respond to assess, and cleanup brownfield sites. If this grant is terminated, it will hinder the cleanup, reuse, and redevelopment of brownfield sites within the state of Connecticut.

- t. On February 14, 2023 and thereafter, Defendant EPA awarded DEEP \$2,116,000 under the Brownfields Bipartisan Infrastructure Law grant program, which is used to assess and cleanup brownfield sites. If this grant is terminated, it will slow down the cleanup, reuse, and redevelopment of brownfield sites within the state of Connecticut.
- u. In September 2024, the National Park Service within Defendant Interior awarded DEEP multiple awards totaling \$2,873,530 under the Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Program, which are used to fund permanent outdoor recreation opportunities in underserved communities in Connecticut. If these grants are terminated, it will leave already under-resourced communities financially responsible for projects already underway. These underserved communities may struggle to pay contractors, and important park resource improvement projects may be left partially completed and potentially unsafe for public use.
- v. In June 2025, the National Park Service within Defendant Interior awarded DEEP \$5,000,000 under the Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Program, which is used to fund permanent outdoor recreation opportunities in an underserved Connecticut community. If this grant is terminated, the underserved community will be held responsible for a project that is already

underway. The community will struggle to pay its contractors, and this important park resource improvement project will likely be left partially completed with sections unsafe for public use.

- w. On November 8, 2022 and thereafter, Defendant Department of Commerce's ("Commerce") National Telecommunications and Information Administration awarded DEEP \$144,180,792.71 under the Broadband, Equity, Access, and Deployment program, which expands high-speed internet access across the state by funding broadband planning, deployment, mapping, equity, and adoption projects and activities. If portions of this grant are terminated, it will negatively impact those state residents who do not have reliable access to high-speed internet, which is critical for many aspects of modern life, including remote learning, work opportunities, and telehealth access.
- x. On August 28, 2024 and thereafter, Defendant Commerce's National Oceanic and Atmospheric Administration ("NOAA") awarded DEEP \$2,351,000 under the Coastal Zone Management program, which provides support to address coastal management issues in Connecticut including coastal development, public access, coastal hazards, climate change, habitat restoration, ocean planning, and dredge material management. If this grant is terminated, it will adversely impact the state's coastal economy and natural resources and make coastal communities less responsive to coastal hazards and more susceptible to the effects of climate change.
- y. On April 23, 2024 and thereafter, Defendant Commerce's NOAA awarded DEEP \$400,000 under the Coastal Zone Management Inflation Reduction Act non-competitive grant program, which is used to implement projects, initiatives, and

programs that improve habitat resource conditions in coastal areas. These funds are used to conduct a statewide planning study of tide gates in coastal marshes and waterways, the results of which will help identify potential projects which may need removal, modification, or replacement of tide gates to improve coastal resilience. If this grant is terminated, it will prevent DEEP from undertaking actions to improve coastal marsh habitat and better manage flood hazards in coastal areas.

- z. On July 27, 2021 and thereafter, Defendant Commerce's NOAA awarded DEEP \$66,810 under the Interjurisdictional Fisheries Act Enforcement program, which is used to enforce the interstate Fisheries Management Plan as it applies to fisheries in Long Island Sound. If this grant is terminated, it will reduce Connecticut's ability to enforce commercial fisheries regulations.
- aa. On August 12, 2020 and thereafter, Defendant Commerce's NOAA awarded DEEP a \$275,000 Habitat Conservation award, which will be used for the removal of Lower Collinsville Dam. If this grant is terminated, it will prevent a project that will eliminate a barrier to fish migration in the Farmington River and improve river health and ecology.
- bb. On September 11, 2024 and thereafter, Defendant Federal Emergency Management Agency ("FEMA") awarded DEEP \$216,307.84 under the Community Assistance Program-State Support Services Element, which is used to identify, prevent, and resolve floodplain management issues before floods occur. If this grant is terminated, it will hinder DEEP's ability to assist municipalities with flood preparedness within floodplains.

- cc. On June 21, 2024 and thereafter, Defendant FEMA awarded DEEP \$383,947 under the National Dam Safety Program, which contributes to improving dam safety and infrastructure. If this grant is terminated, it will prevent Connecticut from maintaining effective programs to ensure dam safety and protect human life and property.
 - dd. On September 9, 2024 and thereafter, Defendant FEMA awarded DEEP \$109,100 under the National Dam Safety Program, which contributes to improving dam safety and infrastructure. If this grant is terminated, it will prevent Connecticut from maintaining effective programs to ensure dam safety and protect human life and property.
 - ee. On September 27, 2024 and thereafter, Defendant FEMA awarded DEEP a \$3,035,886 High Hazard Dams grant, which is used to rehabilitate high hazard dams. If this grant is terminated, it will prevent Connecticut from properly rehabilitating potentially hazardous dams to ensure dam safety and protect human life and property.
 - ff. On April 7, 2025 and thereafter, Defendant Department of Homeland Security's ("DHS") U.S. Coast Guard ("USCG") awarded DEEP a \$1,513,650 Recreational Boating Safety grant, which assists in the cooperation with the USCG to implement boating safety efforts in Connecticut. If this grant is terminated, it will prevent Connecticut from having the resources to provide safe, effective enforcement of boating safety laws and provide access to recreational boaters.
6. DEEP has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On June 12, 2025, DEEP applied for a Leaking Underground Storage Tank Corrective Action Grant in the amount of \$1,199,428 with Defendant EPA, and that application remains pending.
 - b. On June 23, 2025, DEEP applied for a Leaking Underground Storage Tank Prevention Grant in the amount of \$356,524 with Defendant EPA, and that application remains pending.
 - c. In December 2024, DEEP applied for multiple Highlands Conservation Act grants in the total amount of \$3,483,750 with the U.S. Fish and Wildlife Service within Defendant Interior, and these applications remain pending.
7. DEEP is likely to apply for grants from Defendants in the future, including but not limited to ones that it has applied for in the past for reasons including those identified above. The following spans follow the federal fiscal year (“FY”) as closely as possible:
- a. From federal FY 2023 through FY 2024, DEEP has received grants in the range of approximately \$16,200,000 annually from Defendant U.S. Department of Agriculture (“USDA”). DEEP is likely to apply for grants from USDA in the future to help support and promote urban natural forested areas and riparian corridors, and to address forest health issues.
 - b. From federal FY 2023 through FY 2024, DEEP has received grants in the range of approximately \$73,500,000 annually from Defendant Commerce. DEEP is likely to apply for grants from Commerce in the future to, among other things, improve coastal resilience, promote and improve access to broadband, promote fish migration and river ecology, and enforce commercial fisheries regulations.

- c. From federal FY 2023 through FY 2024, DEEP has received grants in the range of approximately \$187,500 annually from Defendant Department of Defense (“DOD”). DEEP is likely to apply for grants from DOD in the future as DEEP oversees environmental investigation and cleanup of former defense sites in Connecticut.
- d. From federal FY 2023 through FY 2024, DEEP has received grants in the range of approximately \$400,500,000 annually from Defendant EPA. DEEP is likely to apply for grants from EPA in the future to comply with and be a partner in enforcing all major federal environmental laws, upgrade and improve waste management, improve air and water quality, create affordable heating and cooling for residents, protect the coastline, prevent and mitigate the destructive power of floods, improve wastewater management, protect the public from hazardous waste, and redevelop brownfields.
- e. From federal FY 2023 through FY 2024, DEEP has received grants in the range of approximately \$7,083,000 annually from Defendants FEMA and DHS. DEEP is likely to apply for grants from FEMA and DHS in the future to, among other goals, improve dam safety and infrastructure, rehabilitate potentially hazardous dams, ensure that regulated dams meet public safety and environmental protection requirements and standards, and maintain and improve the regulation of safe navigation in the waters of the state.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 3/ day of July, 2025, in Hartford, Connecticut.



Katie S. Dykes
Commissioner of the Connecticut Department of Energy
and Environmental Protection

Exhibit A



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

May 1, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement AJ-00A01438 under 2 CFR 200.340

FROM: Arthur Johnson, Region 1
EPA Award Official

TO: Katherine Dykes, Commissioner
Connecticut Department of Energy & Environmental Protection

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. AJ-00A01438 awarded to Connecticut Department of Energy & Environmental Protection. This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of

performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Mark Sanborn, R1DDO@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, johnson.arthur@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Robert Smith, EPA Grant Specialist
D'Shyla Duncan, EPA Project Officer
Graham Stevens, Grantee Program Manager

Exhibit B



United States Department of the Interior

FISH AND WILDLIFE SERVICE
5275 Leesburg Pike
Falls Church, Virginia 22041



May 22, 2025

Katie Dykes
Connecticut Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06141-5127

Subject: Notice of Termination of Financial Assistance Award F25AP00639

Dear Commissioner Dykes,

This letter serves as notification of the termination of award F25AP00639, *Highlands Conservation Act Grant Program FY2024 – Under Resourced Community Funding*, awarded under the Highlands Conservation Assistance Listing 15.667. This termination is effective as of today, May 22, 2025.

As authorized under 2 CFR§ 200.340, "Termination", a Federal award may be terminated by the Federal awarding agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. This award no longer effectuates the priorities of the United States Fish and Wildlife Service (USFWS) and is therefore terminated.

The termination provisions related to your award are outlined in the General Terms and Conditions and are as follows:

TERMINATION PROVISIONS Per § 200.340 Termination, The Federal award may be terminated in whole or in part as follows:

- By the DOI sub-agency or pass-through entity, if the recipient or subrecipient fails to comply with the terms and conditions of the award.*
- By the DOI sub-agency or pass-through entity with the consent of the recipient or subrecipient, in this case, both parties must agree on the termination conditions, including the effective date and, for partial termination, specify which parts will be terminated.*
- By the recipient or subrecipient by providing written notice to the DOI sub-agency or pass-through entity, stating the reasons for the termination, the effective date, and, for partial termination, the portion to be terminated. However, if the DOI sub-agency or pass-through entity determines that the remaining portion will not achieve the purpose of the award, they may terminate the entire Federal award*
- By the DOI sub-agency or pass-through entity in accordance with the terms of the Federal award, including, if authorized by law, if the award no longer meets program goals or DOI priorities [emphasis added].*

Further, as authorized under 2 CFR §200.340(d) "Termination," your organization remains responsible for complying with the requirements outlined in 2 CFR §200.344, "Closeout." This includes submitting final financial and performance reports, which are due no later than 120 calendar days after the termination date.

Additionally, under 2 CFR §200.472 "Termination and Standard Closeout Costs," your organization will be reimbursed for costs incurred due to the termination of the award. This reimbursement covers allowable costs, as well as settlement expenses (e.g., accounting, legal, clerical costs) and administrative costs (e.g., salaries of personnel, preparing final reports). For more information on requirements and definitions of allowances, please refer to the relevant chapters of 2 CFR §200.

To reconcile funds, your organization must submit a final payment request if additional funds are owed. If funds are to be returned, they should be sent back to the USFWS. Once the USFWS receives your final reports, it will begin the closeout procedures for the award.

Sincerely,

Shelley DiBona
Grants Fiscal Officer

cc. Jason Rasku
Lindsay Suhr
Matt Starr

EXHIBIT 9

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF BRYAN P. HURLBURT

I, Bryan P. Hurlburt, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Commissioner of the Connecticut State Department of Agriculture. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Commissioner of Agriculture, I am the administrative head of the Department of Agriculture. Included in my responsibilities are to encourage and promote the development of agriculture within the state in Connecticut, to receive and accept on behalf of the Department of Agriculture funds from federal grants or appropriations, private gifts, donations or bequests, or any other source, and to expend such funds for the purposes of such grants or appropriations, gifts, donations or bequests.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Connecticut has had grants terminated pursuant to the Clause.

5. On March 7, 2025, Defendant U.S. Department of Agriculture (USDA) cited the Clause to notify the Connecticut Department of Agriculture that the Local Food Purchase Assistance 2025 Cooperative Agreement Program (LFPA) grant of \$3,745,704 would be terminated in 60 days. A copy of that notice is attached hereto as Exhibit A.

6. On May 7, 2025, USDA notified the Connecticut Department of Agriculture of the termination of the \$3,745,704 award to the state of Connecticut Department of Agriculture for the LFPA grant program. A copy of that notice is attached hereto as Exhibit B.

7. In citing the Clause, USDA terminated the grant indicating that the grant “no longer effectuates agency priorities.”

8. The purpose of the LFPA grant program is to purchase foods produced within the state or within 400 miles of the delivery destination to help support local and regional producers. The food would serve feeding programs, including organizations such as food banks.

9. The loss of the purchase program significantly harmed both producers in the state due to the loss of sales, and food distribution programs lost a source of locally grown nutritious food to distribute within the state.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this July 28, 2025, in Hartford, Connecticut.

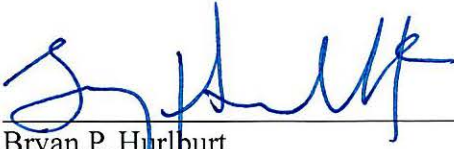

Bryan P. Hurlburt
Commissioner

Exhibit A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Jaime Smith
Commissioner
Connecticut Department of Agriculture
450 Columbus Blvd, Hartford, CT 06103-1841*

Subject: Termination Notice for Agreement No. AM25LFPA0000C021 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Connecticut Department of Agriculture will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

Exhibit B



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

May 7, 2025

*Jaime Smith
Commissioner
Connecticut Department of Agriculture
450 Columbus Blvd, Hartford, CT 06103-1841*

Subject: Termination Letter for Agreement No. AM25LFPA0000C021 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

In accordance with the 60-day termination notice issued on March 7, 2025, the USDA Agricultural Marketing Service has terminated the subject agreement with your organization in good standing for future consideration for Federal assistance. Per the termination notice, the agreement was terminated in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award.

This termination notice only applies to the subject agreement and does not apply to any Local Food Purchase Assistance awards made prior to fiscal year 2025.

If you have questions, please contact your Program Contact or send your questions to LFPA@usda.gov.

Sincerely,

*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 10

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF GABRIELLE STEVENS

I, Gabrielle Stevens, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of Grants Management and Community-Based Programs of the District of Columbia Office of the Attorney General. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my current role as the Director of Grants Management and Community-Based Programs I am responsible for designing and implementing diverse grant programs and initiatives. I provide strategic oversight for a multi-million grant portfolio, and provide expert advice on program administration and compliance. I also supervise and manage the Grants Management Unit at the Office of the Attorney General for the District of Columbia.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and

conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The District of Columbia has current grants with Defendants that are at risk of termination pursuant to the Clause. These grants include, but are not limited to, a \$340,000 grant from the Office of Juvenile Justice Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, that was awarded for the District of Columbia Youth Violence Prevention and Intervention Program on July 19, 2024. The grant award’s terms and conditions do not specify that the grant can be terminated pursuant to the Clause. This grant helps fund local non-profits for crime reduction, violence interruption, and youth development. It also helps fund a pilot gun accountability program within the Office of the Attorney General. Without this grant, the District of Columbia would lose specialized programs with intensive intervention services that help reduce gun violence and recidivism among the District’s youth.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of July, 2025, in Washington, D.C.

/s/ Gabrielle Stevens
Gabrielle Stevens
Director, Grants Management and Community-Based
Programs

EXHIBIT 11

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF MARIE CAMERON

I, Marie Cameron, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Director of the Division of Unemployment Insurance in the Delaware Department of Labor (DOLUI). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. DOLUI is tasked with processing claims to provide benefits to eligible individuals who are unemployed through no fault of their own and who would be employed if suitable jobs were available. The mission of DOLUI is to minimize the impact unemployment has on the individual, their family, and community. As Director, I am responsible for the overall execution and management of the responsibilities of the Division, which includes the collection and accounting of state unemployment tax from employers, application and eligibility determination for Delaware workers, maintaining compliance of federal and state Unemployment laws, and providing quality services to all stakeholders.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. On May 22, 2025, the State of Delaware received four identical letters citing the Clause and notifying DOLUI that Defendant U.S. Department of Labor (DOL) was terminating four grants pursuant to the Clause. *See* Exhibit A (copy of one of the letters as an example). In citing the Clause, DOL terminated these grants based on new agency priorities not contemplated at the time of the grant, and even though the award's terms and conditions did not specify that the grants could be terminated pursuant to the Clause. These grants included, but are not limited to:

- a. **An American Rescue Plan Act (ARPA) Unemployment Insurance Integrity Grant for approximately \$869,000.** The purpose of this grant was to help states to take immediate steps to protect the UI program from fraudulent activity and to increase resources dedicated to overpayment recovery, by strengthening ID verification and implementing recommended and required fraud prevention and overpayment recovery strategies.
- b. **An ARPA Fraud Detection and Prevention Grant for approximately \$1,230,000.** The purpose of this grant was to support states with fraud detection and preventing, including identity verification and overpayment recovery activity in all UC programs.
- c. **An ARPA Grant for Support, Following a Consultative Assessment for Fraud Detection and Prevention, Promoting Equitable Access, and Ensuring the Timely Payment of Benefits, including Backlog Reduction, for all Unemployment Compensation (UC) Programs for approximately \$1,760,000.** The purpose of this grant was to support states in improving UC systems and processes following a consultative assessment with a team of experts provided by the U.S. Department of Labor's Employment and Training Administration.
- d. **An ARPA Grant for Promoting Equitable Access to UC Programs for approximately \$2,280,000.** The purpose of this grant was to promote equitable access to UC programs, which include eliminating administrative barriers to benefit applications, reducing state workload backlogs, improving the timeliness

of UC payments to eligible individuals, and ensuring equity in fraud prevention, detection, and recovery activities. The U.S. Department of Labor had just notified DOLUI on March 19, 2025 that this grant had been extended through a “No Cost POP Extension” for an additional year through March 31, 2026 (see attached email dated March 22, 2025).

5. All four grants were terminated via identical letters from the defendants citing the Clause and terminating the four ARPA grants because they “no longer effectuate [] the U.S. Department of Labor’s (Department) priorities for its grant funding.” As outlined above, the DOL grants were to be used for upgrades of aspects of its unemployment insurance systems and program integrity, including preventing fraud, waste, abuse, and identity theft.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of July, 2025, in Wilmington, Delaware.

Marie Cameron

Marie Cameron

Director of the Division of Unemployment Insurance in the
Delaware Department of Labor

Signature: *Marie Cameron*

Email: Marie.Cameron@delaware.gov

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI394572355A10

May 22, 2025

Rachel Turney
Deputy Secretary /Acting UI Director
Delaware Department of Labor
4425 N Market St
Wilmington, DE 19802-1307

Dear Ms. Turney:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI394572355A10, awarded under Unemployment Insurance Program Letter No. 02-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 12

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF FRANK JOSEPH PACE

I, Frank Joseph Pace, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Administrator of the State of Hawai'i Office of Homeland Security (OHS). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. The OHS Administrator oversees federal grants administration, the Hawaii State Fusion Center, Homeland Security-related plans and operations, the Criminal Intelligence Unit, and statewide emergency communications interoperability. The OHS Administrator additionally serves as the Homeland Security Advisor to the Governor.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

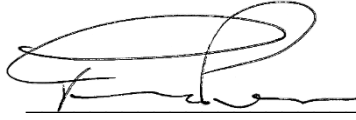
longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Hawai‘i has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On July 21, 2025, Defendant U.S. Department of Homeland Security (DHS) cited the Clause in two termination notices sent to the State of Hawai‘i Office of Homeland Security. One notice related to a grant that had already been closed with no remaining funds. The other was for a Targeted Violence and Terrorism Prevention Grant Program (TVTP) grant with an original award of \$803,330 and \$630,567.59 in remaining funds. *See* Exhibit A. The goals of the TVTP grant are focused on implementing a public health-informed approach to violence prevention, expanding access to evidence-based tools, and establishing sustainable Behavioral Threat Assessment and Management (BTAM) teams aligned with national best practices. The initiative prioritizes engagement with community-based stakeholders, civic leaders, and multilingual populations to increase awareness of training, resources, and legal safeguards. Strategic communications and public information efforts are also central to ensuring the public receives accurate information in the aftermath of mass violence. In the nearly identical termination notices, DHS cited to the Clause and indicated that “[t]he previous agency priorities . . . resulted in the funding of openly partisan and political organizations as well as the funding of projects within the sanctuary jurisdictions that blatantly disregard federal immigration law,” and for those reasons, DHS “is terminating [the] award.” Exhibit A. In citing the Clause, DHS terminated these grants based on new agency priorities not contemplated at the time of the grant, and even though the award’s terms and conditions did not specify that the grant could be terminated pursuant to the Clause. The termination of these grants affects Hawaii’s ability to address several critical gaps in targeted violence prevention, including: integrating a public health-informed approach to violence prevention; facilitating engagement with political and civic leaders; providing training on privacy protections and legal boundaries; and ensuring the public has access to accurate, trustworthy information in the aftermath of mass violence.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 30 day of July, 2025, in Honolulu, Hawai'i.

A handwritten signature in black ink, appearing to read "Frank Pace", is written over a horizontal line.

Frank Joseph Pace
Administrator

Exhibit A

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

July 21, 2025

State of Hawai'i Office of Homeland Security
715 S King St. Fl. 500
Honolulu, HI 96813

Re: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award

Grant Number: EMW-2024-GR-05133
Award Amount: \$803,330

Dear State of Hawai'i Office of Homeland Security:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Targeted Violence and Terrorism Prevention (TVTP) Program grant award identified above, effective immediately. From the date of receipt of this letter – July 21, 2025 – your organization is not permitted to incur any additional costs under this award.

DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the Targeted Violence and Terrorism Prevention Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the Targeted Violence and Terrorism Prevention Grant Program identified in the award's respective Notice of Funding Opportunity. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS's current focus do not effectuate the agency's current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. § 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of receipt of this letter and promptly refunding any funding paid to date that exceeds the amount set forth in your final federal financial report. During the closeout process, your final federal

Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Page 2

financial report must include all allowable costs incurred before the date of receipt of this letter but must not include costs incurred after the date of receipt of this letter.

If State of Hawai'i Office of Homeland Security believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs within seven days of this letter. Costs resulting from financial obligations related to the terminated portion of the Award which were properly incurred by State of Hawai'i Office of Homeland Security before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the portion of the Award not been terminated.

DHS/FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, DHS/FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of this Termination Notice are necessary, allocable, and reasonable. DHS/FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, DHS/FEMA determines that the total allowable costs exceed the amount paid to date, then DHS/FEMA will make a final payment for that difference. DHS/FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant award based on any later post-closeout audit or review.

The decision by DHS/FEMA to terminate your award is **not appealable**. DHS/FEMA is available to respond to any questions you may have. Please send all information and communications regarding this notification to the email address from which you received this letter, copying TVTPGrants@hq.dhs.gov.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Pratt', written over a horizontal line.

Christopher C. Pratt
Senior Official Performing the Duties of Under Secretary
U.S. Department of Homeland Security

EXHIBIT 13

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF CHAD B. WALTON, PH.D.

I, Chad B. Walton, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am currently the Interim Vice President for Research and Innovation (IVPRI) at the University of Hawai‘i (UH). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As IVPRI, I oversee the development, coordination, and implementation of research and innovation strategy across the University’s ten campuses. In this role, I am responsible for managing federal research funding, supporting faculty research initiatives, and ensuring compliance with federal regulations governing sponsored programs.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The University of Hawai‘i (UH) has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On April 30, 2025, the Department of Defense (DOD) terminated a \$2.5 million grant award (N00014-23-1-2738) for the project, Laying the Groundwork for Water Security Preparedness and Resilience in Hawaii and the USAPI Through Strong Partnerships, Robust Scientific Information, and Increased Analytical Capacity, which aimed to address immediate and long-term threats to water security by enhancing scientific and programmatic capabilities in Hawai‘i and the U.S.-Affiliated Pacific Islands (USAPI), citing new DOD priorities. The termination directly jeopardizes energy resilience research critical to both national security and Hawai‘i’s infrastructure, and will result in the immediate loss of key personnel and disruption of microgrid, hydrogen fuel, and renewable energy projects supporting operational readiness at U.S. military installations. A true and correct copy of the Department of the Navy’s letter to the UH dated April 30, 2025, terminating the aforementioned DOD grant award, is attached hereto as Exhibit A.
- b. On May 2, 2025, the National Science Foundation (NSF) terminated a \$2.47 million grant (Award ID #2409010) to the University of Hawai‘i at Hilo for the Louis Stokes STEM Pathways and Research Alliance: Islands of Opportunity Alliance (LSAMP–IOA), which had supported culturally grounded STEM education and research opportunities for Native Hawaiian and Pacific Islander students across 12 Pacific institutions. In citing new agency priorities, NSF terminated the award, even though the project had been competitively awarded based on NSF’s own review of intellectual merit and broader impacts, and without any indication of scientific or programmatic deficiency. The termination has already disrupted research experiences for dozens of undergraduate and graduate students and will prevent over 500 students from accessing mentorship, academic support, and culturally responsive STEM pathways, jeopardizing degree completion, graduate school entry, and regional workforce development in Hawai‘i and the Pacific Islands. A true and correct copy of NSF’s email to the UH dated May 2, 2025, terminating the aforementioned grant award, is attached hereto as Exhibit B.

5. The UH has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. In 2023, the NSF awarded \$999,986 to the RII-BEC: Transcending Barriers to Success in Economics for Underrepresented Students grant to establish a bridge program between Kapi‘olani Community College and the University of Hawai‘i

at Mānoa. The initiative supports students affected by COVID-19 through culturally grounded economics curricula and sustained institutional support.

If this grant is terminated, critical pathways for students into economics and climate-resilient careers would be dismantled, disrupting degree completion, weakening inter-campus educational equity efforts, and undermining federally supported progress in STEM and economic development initiatives in Hawai‘i.

- b. In 2023, the DOD awarded \$2,298,670 for the United States Army Garrison Hawai‘i Wildfire and Invasive Species Mitigation Planning project, supporting the University of Hawai‘i’s two-pronged resilience study to enhance wildfire mitigation and establish a robust biocontrol program targeting invasive species.

If this grant is terminated, critical research and planning to reduce wildfire risks and control invasive species on military and adjacent state lands would be halted, increasing the vulnerability of Hawai‘i’s ecosystems, communities, and military infrastructure to escalating climate and environmental threats.

6. The UH has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On June 20, 2025, the UH applied for a grant entitled, FIRE-WUI: Wildfire Adaptation through Community and Citizen Science (WACCS), in the amount of \$2,525,359 with Defendant, the NSF, and that application remains pending.

7. The UH is likely to apply for grants from Defendants in the future.

- a. From FY 2021 to FY 2025, the UH has received grants in the range of approximately \$67.4 million annually from the DOD. The UH is likely to apply for grants from DOD in the future because this funding is essential to sustain critical research programs and support personnel across a range of defense-aligned projects.
- b. From FY 2021 to FY 2025, the UH has received grants in the range of approximately \$49.4 million annually from the NSF. The UH is likely to apply for grants from the NSF in the future because NSF funding is vital to sustaining a broad range of research programs across all ten UH campuses. Without ongoing NSF funding, many of these programs, and the staff who support them would face significant cutbacks or termination, jeopardizing both UH’s research mission and its contributions to Hawai‘i’s economy and national scientific progress.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 25th day of July, 2025, in Honolulu, HI.

A handwritten signature in black ink, appearing to read "Chad Walton", written over a horizontal line.

Chad B. Walton, Ph.D.
Interim Vice President for Research and Innovation
University of Hawai'i

Exhibit A



DEPARTMENT OF THE NAVY

OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
SUITE 1425
ARLINGTON VA 22203-1995

IN REPLY REFER TO

ONR 253
N00014-23-1-2738
April 30, 2025

University of Hawaii
Attn: Mr. Kyle Koza
2425 Campus Rd Sinclair Rm 1
Honolulu HI 96822-2247

Subject: Grant Award N00014-23-1-2738

Dear Mr. Koza,

Per memorandum of March 20, 2025, entitled, "Continuing Elimination of Wasteful Spending at the Department of Defense", the Secretary of Defense identified programs, contracts and grants that are not aligned with DoD priorities, and directed termination. The subject grant was included. In accordance with DoD Research and Development General Terms and Conditions, OAR Article III. Remedies and termination. (JAN 2023) Section C.1.b, incorporated in Grant N00014-23-1-2738, Laying the groundwork for water security preparedness and resilience in Hawaii and the USAPI through strong partnerships, robust scientific information, and increased analytical capacity you are asked to reply by May 8, 2025, with proposed termination conditions, including effective date, for consideration and discussions, as necessary, to reach an agreement quickly.

If you have any questions, please contact Veronica Lacey at veronica.y.lacey@onr.navy.mil

Sincerely,

LACEY.VERONIC

A.Y.1231655901

Veronica Y. Lacey
Grants Officer

Digitally signed by
LACEY.VERONICA.Y.1231655901
Date: 2025.04.30 17:13:37
-04'00'

Cc: Tao Yan (PI)
Jennifer Wolk (PO)
Ozma Ragan (ACO)

Exhibit B

----- Forwarded message -----

From: **NSF Grants** <grants005@nsf.gov>

Date: Fri, May 2, 2025 at 4:03 AM

Subject: Notice from National Science Foundation

To: lelyons@hawaii.edu <lelyons@hawaii.edu>

Cc: aor@hawaii.edu <aor@hawaii.edu>

U.S. National Science Foundation Division of Grants and Agreements

2415 Eisenhower Avenue

Alexandria, Virginia 22314

(703) 292-8210

05/02/2025

Laura E. Lyons

Interim Vice Provost for Academic Excellence

University of Hawaii

lelyons@hawaii.edu

Dear Laura E. Lyons:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current [NSF priorities](#).

Effective immediately, the following are terminated:

NSF Award Id
2207401
2409010

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director

Office of Budget Finance and Award Management (BFA)

Division of Grants and Agreements (DGA)

EXHIBIT 14

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF ACTING DIRECTOR THEODORE D. BERGER

I, Theodore D. Berger, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Acting Director of the Illinois Emergency Management Agency and Office of Homeland Security. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. IEMA-OHS is an Illinois executive-branch state agency. IEMA-OHS coordinates the State's disaster mitigation, preparedness, response, and recovery programs. As the primary grantee of the Federal Emergency Management Agency ("FEMA") in Illinois, IEMA-OHS administers a wide range of federal programs meant to assist states and localities in preventing and responding to catastrophic events like terrorist attacks and natural disasters.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The Illinois Emergency Management Agency and Office of Homeland Security has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

a. On September 18, 2024, Defendant United States Federal Emergency Management Agency issued an award of \$9,504,284 to the Illinois Emergency Management Agency and Office of Homeland Security under the Emergency Management Performance Grants program. The program supports a comprehensive, all-hazards emergency preparedness system by building and sustaining core capabilities. Funding is used to support a whole-community approach to strengthen state and community emergency management programs by creating a shared vision for the emergency management field and setting an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country.

b. On September 19, 2024, Defendant United States Federal Emergency Management Agency issued an award of \$71,900,797 to the Illinois Emergency Management Agency and Office of Homeland Security under the Homeland Security Grant Program. The program provides funds to support state, local, and tribal efforts to prevent terrorism and other catastrophic events, and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States.

c. On May 15, 2025, Defendant United States Federal Emergency Management Agency issued an award of \$6,833,696 to the Illinois Emergency Management Agency and Office of Homeland Security under the State and Local

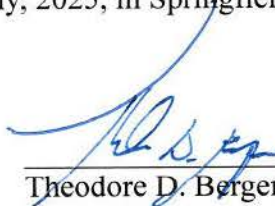
Cybersecurity Grant Program. The program is to assist state governments with managing and reducing systemic cyber risk.

5. The Illinois Emergency Management Agency and Office of Homeland Security intends to apply for future grants from Defendants, including the Homeland Security Grant Program (HSGP) from Defendant Federal Emergency Management Agency, itself a component agency of the Defendant United States Department of Homeland Security.

6. During State Fiscal Year (SFY) 2025, the Illinois Emergency Management Agency and Office of Homeland Security has received \$2,686,758 in federal grant funds available from Defendant Federal Emergency Management Agency, itself a component agency of the Defendant United States Department of Homeland Security.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 23rd day of July, 2025, in Springfield, Illinois.



Theodore D. Berger
Acting Director
Illinois Emergency Management Agency & Office of
Homeland Security

EXHIBIT 15

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF BRETT COX

I, Brett Cox, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Chief Financial Officer of the Illinois Department of Employment Security. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Chief Financial Officer, I am responsible for overseeing financial operations for the Illinois Department of Employment Security, including Budget, Accounting, Revenue, Audit, and Quality Assurance and Compliance Review functions.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The Illinois Department of Employment Security has had grants terminated pursuant to the Clause. On May 22, 2025, Defendant United States Department of Labor cited the Clause to terminate six awards totaling \$28,856,550 to the Illinois Department of Employment Security under Unemployment Insurance Program Letter Nos. 02-22, 11-23, 22-21, and 23-21. Defendant United States Department of Labor cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. The Illinois Department of Employment Security was using the grants to modernize its unemployment insurance systems. Copies of the termination letters are attached to this declaration.

5. The Illinois Department of Employment Security has current grants with Defendants that are at risk of termination pursuant to the Clause. These grant agreements are almost exclusively with Defendant United States Department of Labor and include but are not limited to grants for unemployment insurance administration, workforce and employment services, and labor market information.

6. The Illinois Department of Employment Security intends to apply for future grants from Defendants, including but not limited to annual grants from Defendant United States Department of Labor for unemployment insurance administration, workforce and employment services, and labor market information.

7. In the State of Illinois fiscal year that ended June 30, 2025, the Illinois Department of Employment Security received \$274,911,607.29 in federal funds from Defendant United States Department of Labor.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 17th day of July, 2025, in Springfield, Illinois.

A handwritten signature in blue ink, appearing to read "Brett Cox", is written over a horizontal line.

Brett Cox
Chief Financial Officer
Illinois Department of Employment Security

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000087

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S. State St. FL 9
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000087, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI370622155A17

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S. State St. FL 9
Workforce Development
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI370622155A17, awarded under Unemployment Insurance Program Letter No. 22-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000121

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S. State St. FL 9
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000121, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit D

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A55UB000015

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S Street FL 9
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A55UB000015, awarded under Unemployment Insurance Program Letter No. 02-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit E

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000041

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S State St FL 9
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000041, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit F

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI387852255A17

May 22, 2025

Raymond Marchiori
Acting Director
Illinois Department of Employment Security
33 S State St FL 9
Workforce Development
Chicago, IL 60603-2804

Dear Mr. Marchiori:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI387852255A17, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 16

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JACOB POESCHEL

I, Jacob Poeschel, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Chief Financial Officer of the Illinois Environmental Protection Agency. I have held this position since 2020. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As the Chief Financial Officer for the Illinois Environmental Protection Agency, I direct all financial operations of the Agency, including budgeting, accounting, and financial reporting.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The Illinois Environmental Protection Agency has current grants with Defendants that are at risk of termination pursuant to the Clause. For example, on October 2, 2024, Defendant United States Environmental Protection Agency issued an award of \$430,251,378 to the Illinois Environmental Protection Agency under the Climate Pollution Reduction Grants program. The program provides grants for the planning and development of ambitious climate action and air pollution reduction plans and to implement measures from those plans. The Illinois Environmental Protection Agency is using the award to fund activities including retrofitting residential housing units and commercial space; training individuals on building decarbonization and supporting development of new building decarbonization contractors in target communities; deploying community geothermal to residential units; municipalities adopting the Illinois Stretch Energy Code; electrifying heavy diesel vehicles and installing chargers; deploying trackside power supply systems at high traffic train stations; deploying indoor and ambient air quality monitors at high traffic freight hubs; retrofitting industrial facilities; replacing industrial refrigerant systems; adding acres of cover crops planted to existing programs and converting acres to no-till agriculture; funding biomethane projects; creating a statewide energy modeling study; and developing technical assistance resources for municipal utilities to replace fossil fuels with renewable energy.

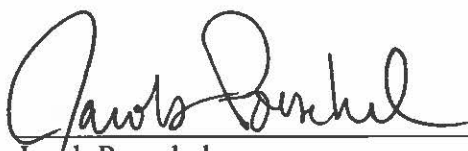
5. The Illinois Environmental Protection Agency intends to apply for future grants from Defendant United States Environmental Protection Agency to support the Illinois Environmental Protection Agency's implementation of federal statutes including the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, and Safe Drinking Water Act.

6. For the current federal fiscal year of October 1, 2024 through the present, the Illinois Environmental Protection Agency has drawn in \$968,050 in federal funds from

Defendant United States Department of Homeland Security (including Defendant United States Federal Emergency Management Agency) and \$231,046,389 in federal funds from Defendant United States Environmental Protection Agency.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 21st day of July, 2025, in Springfield, Illinois.

A handwritten signature in black ink, appearing to read "Jacob Poeschel", written over a horizontal line.

Jacob Poeschel
Chief Financial Officer
Illinois Environmental Protection Agency

EXHIBIT 17

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JOSÉ PONCE MARTINEZ

I, José Ponce Martinez, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Director of Grants Administration of the Illinois Department of Human Services (IDHS). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As the Director of Grants Administration, I manage the office responsible for implementing and managing IDHS's annual acquisition and management of funds, and its budget and financial planning processes. I serve as a liaison and subject matter expert on the responsible and transparent use of public funds and all related policy matters.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The Illinois Department of Human Services had two grants terminated pursuant to the Clause. On April 1, 2025, Defendant United States Federal Emergency Management Agency cited the Clause to terminate a \$19,366,204 award and a \$9,632,300 award to the Illinois Department of Human Services for the Shelter and Services program. Defendant United States Federal Emergency Management Agency cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. The Illinois Department of Human Services was using the grant to fund costs that Illinois state and local government incurred in providing basic necessities like shelter to migrants who the federal government has released from its custody into the United States to relieve overcrowding at federal facilities. A copy of the termination letter is attached to this declaration.

5. The Illinois Department of Human Services intends to apply for future grants from Defendants, including but not limited to the Defendant United States Department of Agriculture; Defendant United States Department of Homeland Security (including Defendant United States Federal Emergency Management Agency); and Defendant United States Department of Justice.

6. Since federal fiscal year 2023, the Illinois Department of Human Services has received the following in federal funds from the defendants: Defendant United States Department of Agriculture: \$1,387,738,882; Defendant United States Department of Homeland Security (including Defendant United States Federal Emergency Management Agency): \$28,998,504; Defendant United States Department of Justice: \$39,888,891.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29th day of July, 2025, in Crystal Lake, Illinois.



José Ponce Martinez
Director of Grants Administration
Illinois Department of Human Services

Exhibit A

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

April 1, 2025

Jose Ponce
State of Illinois
100 S Grand Ave E
Springfield, IL 62704

Re: Termination Notice: Shelter and Services Program Grant Award

Grant Number: EMW-2023-SP-05047
Award amount: \$19,366,204.00

Grant Number: EMW-2024-SP-05096
Award amount: \$9,632,300.00

Dear Jose Ponce:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Shelter and Services Program (SSP) grant awards identified above, effective immediately. DHS/FEMA is making this termination pursuant to the terms and conditions of the grant awards. These terms and conditions include the SSP Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your awards “to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.”

Your agency received the grant awards identified above to carry out the purposes of the SSP identified in the awards’ respective NOFOs. The Department, consistent with President Trump’s direction, is focused on advancing the essential mission of enforcing immigration laws and securing the border. Consequently, grant programs that support, or have the potential to support, illegal immigration through funding illegal activities or support for illegal aliens that is not consistent with DHS’s enforcement focus do not effectuate the agency’s current priorities. The previous agency priorities under the FYs 2023 and 2024 SSP were to provide funding to non-federal entities to provide shelter, food, transportation, acute medical care, and personal hygiene supplies for individuals released from DHS short-term holding facilities. The individuals receiving these services often have no legal status and are in the United States unlawfully, such as those awaiting removal proceedings. This, in turn, provides support for illegal aliens and is not consistent with DHS’s current priorities. For these reasons, DHS/FEMA is terminating your awards.

In accordance with the terms of your awards, including 2 C.F.R. §§ 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of this letter and promptly refunding any funding paid to date that exceed the amount set forth in your final federal

Notice of Grant Award Termination: Shelter and Services Program
Page 2

financial report. FEMA previously issued a Remedy of Noncompliance Letter on March 11, 2025, informing you that you were not permitted to incur any additional costs under the awards until further notice from DHS/FEMA. This means that, during the closeout process, your final federal financial report must include all allowable costs incurred before the date of the Remedy of Noncompliance Letter but must not include costs incurred after the date of that Remedy of Noncompliance Letter.

FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, FEMA will determine the final allowable costs for your awards. This will include evaluating whether all submitted costs incurred before the date of the Remedy of Noncompliance Letter are necessary, allocable, and reasonable. FEMA will notify you of the final allowable costs for the awards and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, FEMA determines that the total allowable costs exceed the amount paid to date, then FEMA will make a final payment for that difference. FEMA will close the awards when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant awards based on any later post-closeout audit or review.

If you wish to object to the termination of this award, you may challenge the termination in writing and provide any information or documentation relevant to your challenge. You must submit any written objections no later than 30 days of this letter. There will be no other opportunity to appeal this action to Department of Homeland Security.

The FEMA Grant Programs Directorate is available to respond to any questions you may have. Please send all information and communications regarding this notification to FEMA-SSP@fema.dhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Hamilton", is written over the word "Sincerely,".

Cameron Hamilton
Senior Official Performing the Duties of the
Administrator

EXHIBIT 18

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF KRISTIN A. RICHARDS

I, Kristin A. Richards, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Director of the Illinois Department of Commerce and Economic Opportunity. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Director, I oversee divisions that monitor federal grant opportunities, evaluate which federal grant opportunities the Department of Commerce and Economic Opportunity should apply for, and administer Illinois Department of Commerce and Economic Opportunity programs associated with federal grant awards.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The Illinois Department of Commerce and Economic Opportunity has had a grant terminated pursuant to the Clause. On May 9, 2025, Defendant United States Department of Commerce cited the Clause to terminate a \$23,732,912.78 award to the Illinois Department of Commerce and Economic Opportunity for the Digital Equity Capacity program. Defendant United States Department of Commerce cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. Funds from this program were used to promote digital equity, support digital inclusion activities, and build capacity for efforts by states relating to the adoption of broadband. A copy of the termination letter is attached to this declaration.

5. The Illinois Department of Commerce and Economic Opportunity has current grants with Defendants that are at risk of termination pursuant to the Clause. For example:

a. On July 2, 2024, Defendant United States Department of Commerce extended an award of \$1,040,420,751 to the Illinois Department of Commerce and Economic Opportunity under the Broadband Equity, Access, and Deployment program. The program provides funding for broadband planning, deployment, mapping, equity, and adoption projects.

b. On June 25, 2025, Defendant United States Department of Labor issued one award of \$1,665,343 and a separate award of \$5,000,000 to the Illinois Department of Commerce and Economic Opportunity under the Apprenticeship USA Grants program. The program provides funds to develop and implement comprehensive strategies to drive apprenticeship expansion; engage industry and other partners to

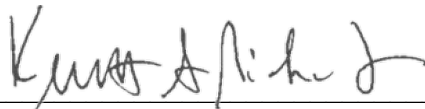
expand apprenticeship to new sectors and new populations; enhance state capacity to conduct outreach and work with employers to start new programs; and expand participation in apprenticeship through state innovations, incentives, and system forms.

6. The Illinois Department of Commerce and Economic Opportunity intends to apply for future grants from Defendants, including the Trade Adjustment Assistance Program issued through the United States Department of Labor.

7. In fiscal year 2025, the Illinois Department of Commerce and Economic Opportunity received \$163,186,879 in federal awards from the United States Department of Labor and \$1,035,420,751 in federal award from the United States Department of Commerce.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 18 day of July, 2025, in Chicago, Illinois.



Kristin A. Richards
Director

Exhibit A



UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

May 9, 2025

Devon Braunstein

Illinois Department Commerce & Economic Opportunity

1011 S 2ND ST

SPRINGFIELD, IL 62704-3004

devon.braunstein@illinois.gov

Re: NTIA Award Number 17-31-DS087: State Digital Equity Planning and Capacity Grant

Dear Devon Braunstein:

The purpose of this letter is to notify you that the U.S. Department of Commerce will cease funding for Award Number 17-31-DS087, through the National Telecommunications and Information Administration (NTIA). As the President determined and as Secretary Lutnick agreed, the Digital Equity Capacity Program, 47 U.S.C. § 1723, is unconstitutional and grants issued pursuant to it were created with, and administered using, impermissible and unconstitutional racial preferences. Furthermore, Section 200.340 of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 C.F.R. Part 200), which provides that “[t]he Federal award may be terminated . . . [b]y the Federal agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or priorities.”

To this end, and as provided above, your award is hereby terminated effective May 9, 2025; therefore, should you decide to continue project activities beyond May 9, 2025, you do so at your own risk and will not be reimbursed for any project costs incurred after that date. You will be notified in writing concerning close-out instructions for this award. This decision is final and there is no right of administrative appeal.

Your organization will be notified in writing by the NIST Grants Closeout Officer concerning close-out instructions for this award. If you have any additional questions, please contact digitalequity@ntia.gov.

Sincerely,

Darren Olson, Grants Management Officer

National Institute of Standards and Technology (NIST)

EXHIBIT 19

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF DR. TONY SANDERS

I, Dr. Tony Sanders, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am a resident of the State of Illinois. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have been employed by the Illinois State Board of Education, our State Education Agency (SEA), as the State Superintendent of Education since February 2023. I am responsible for setting educational policies and guidelines for public schools, preschool through grade 12, including vocational education and transition programs for students who are served until their 22nd birthday; analyzing the aims, needs, and requirements of education; and making legislative recommendations to the Illinois General Assembly and Governor. Prior to holding this position, I served as the superintendent of School District U-46, the second largest school district in Illinois, for nearly a decade.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The Illinois State Board of Education has had a grant terminated pursuant to the Clause. On March 7, 2025, Defendant United States Department of Agriculture cited the Clause to terminate an approximately \$26 million award to the Illinois State Board of Education for the Local Food for Schools and Child Care (LFSCC) Cooperative Agreement program. Defendant United States Department of Agriculture cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. LFSCC was the second round of funding for the Local Food for Schools program, expanded to allow for the participation of child care centers. This funding would have supported up to 4,017 Illinois public and nonpublic schools and 1,250 child care sites in purchasing high-quality, locally-grown, fresh food from Illinois farmers to use in meals and snacks. A copy of the termination letter is attached to this declaration.

5. The Illinois State Board of Education has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

a. On September 26, 2022, Defendant United States Department of Agriculture issued an award of \$1,534,244 to the Illinois State Board of Education under the Farm to School State Formula Grant program. The program assists state agency efforts to coordinate and provide technical assistance to participating institutions to

procure and use local foods in program meals while providing agricultural education opportunities for participating children.

b. On August 16, 2023, Defendant United States Department of Agriculture issued an award of \$1,051,731 to the Illinois State Board of Education under the Child Nutrition Discretionary Grants Limited Availability program. The program provides National School Lunch Program subgrants competitively awarded to local educational agencies and schools to purchase equipment that costs more than \$1,000 and is needed to serve healthier meals, improve food safety, and help support the establishment, maintenance, or expansion of the School Breakfast Program.

c. On September 20, 2023, Defendant United States Department of Agriculture issued an award of \$373,134 to the Illinois State Board of Education under the Child Nutrition Technology Innovation Grant program. The program provides funds to states to implement innovative technology solutions that will improve program accountability, data accuracy, program performance measurement, and the capacity to identify and target error-prone areas within and across Child Nutrition Programs at state, local educational agency, or sponsor organization levels.

d. On September 25, 2023, Defendant United States Department of Agriculture issued an award of \$1,910,220 to the Illinois State Board of Education under the Child Nutrition Discretionary Grants Limited Availability program. The program provides National School Lunch Program subgrants competitively awarded to local educational agencies and schools to purchase equipment that costs more than \$1,000 and is needed to serve healthier meals, improve food safety, and help support the establishment, maintenance, or expansion of the School Breakfast Program.

e. On May 31, 2024, Defendant United States Department of Agriculture issued an award of \$319,619 to the Illinois State Board of Education under the Child Nutrition Discretionary Grants Limited Availability program. The program provides National School Lunch Program subgrants competitively awarded to local educational agencies and schools to purchase equipment that costs more than \$1,000 and is needed to serve healthier meals, improve food safety, and help support the establishment, maintenance, or expansion of the School Breakfast Program.

f. On September 19, 2024, Defendant United States Department of Agriculture issued an award of \$746,268 to the Illinois State Board of Education under the Child Nutrition Non-Competitive Technology Innovation Grant program. The program provides funds to states to implement innovative technology solutions that will improve program accountability, data accuracy, program performance measurement, and the capacity to identify and target error-prone areas within and across Child Nutrition Programs at state, local educational agency, or sponsor organization levels.

g. On October 30, 2024, Defendant United States Department of Agriculture extended an award of \$920,647 to the Illinois State Board of Education under the Child Nutrition Non-Competitive Technology Innovation Grant program. The program provides funds to states to implement innovative technology solutions that will improve program accountability, data accuracy, program performance measurement, and the capacity to identify and target error-prone areas within and across Child Nutrition Programs at state, local educational agency, or sponsor organization levels.

h. On November 18, 2024, Defendant United States Department of Agriculture issued an award of \$7,360,472 to the Illinois State Board of Education under

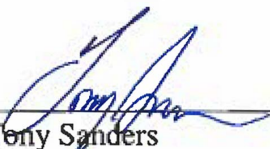
the Local Food for Schools Cooperative Agreement program. Funds from this program are being used to strengthen local and regional food systems, helping to support local, small, and socially disadvantaged farmers and producers through building and expanding economic opportunities and by establishing and broadening partnerships with farmers, producers, and schools to ensure the distribution of fresh and nutritious foods.

6. The Illinois State Board of Education intends to apply for future grants from Defendants, including, if they are made available by Defendant United States Department of Agriculture, the Farm to School State Formula Grant, the Child Nutrition Discretionary Grants Limited Availability – CNP Equipment Grant, the Child Nutrition Non-Competitive Technology Innovation Grant, the Local Food for Schools Cooperative Agreement program, and the Child Nutrition Discretionary Grant – Team Nutrition Training Grant; and also including, if it is made available by Defendant United States Environmental Protection Agency, the Clean Heavy-Duty Vehicles Grant Program.

7. In state fiscal year 2025, which crosses federal fiscal years 2024 and 2025, the Illinois State Board of Education received \$819,273,178.40 in federal funds from Defendant United States Department of Agriculture, and \$19,957,592 from Defendant United States Environmental Protection Agency.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 21st day of July, 2025, in Springfield, Illinois.



Dr. Tony Sanders

State Superintendent of Education

Exhibit A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Lindsay Blough
School Nutrition Programs
Illinois State Board of Education
100 N First St, Springfield, IL 62777*

Subject: Termination Notice for Agreement No. AM25CPLFS000C014 for the project titled, Local Food for Schools and Child Care Cooperative Agreement (LFSCC)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Illinois State Board of Education will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

Local Food for Schools (LFS) agreements that were in place prior to LFSCC will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFS for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to mrp.ams.lfs@USDA.gov.

Sincerely,
Jack Tuckwiller
Deputy Administrator

EXHIBIT 20

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF GREGORY STEVENS

I, Gregory Stevens, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Director of Federal and State Grants Unit of the Illinois Criminal Justice Information Authority. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I oversee the day-to-day operations of our grant administration and federal application.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

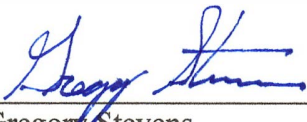
4. The Illinois Criminal Justice Information Authority has current grants with Defendants that are at risk of termination pursuant to the Clause. For example, on November 4, 2024, Defendant United States Department of Justice issued an award of \$6,394,906 to the Illinois Criminal Justice Information Authority under the Edward Byrne Memorial Justice Assistance Grant Program. The program provides funding to support a range of program areas, including law enforcement, prosecution, and courts; prevention and education; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement; crime victim and witness initiatives; and mental and behavioral health.

5. The Illinois Criminal Justice Information Authority intends to apply for future grants from Defendants, including grants with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

6. In the past federal fiscal year, the Illinois Criminal Justice Information Authority has received \$49,190,448 in federal funds from the Defendant United States Department of Justice.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 18 day of July, 2025, in Chicago, Illinois.



Gregory Stevens
Director, Federal and State Grants Unit

EXHIBIT 21

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JUDY VOLLMAR

I, Judy Vollmar, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Chief Fiscal Officer of Illinois Department of Agriculture. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Chief Fiscal Officer, I oversee the administration of the agency's budget and spending, including grants received by the Department.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The Illinois Department of Agriculture has had a grant terminated pursuant to the Clause. On March 7, 2025, Defendant United States Department of Agriculture cited the Clause to terminate a \$14,714,408 award to the Illinois Department of Agriculture for the Local Food Purchase Assistance 2025 Cooperative Agreement program. Defendant United States Department of Agriculture cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. The Illinois Department of Agriculture was using the grant to provide funding to food banks and other organizations that reach underserved communities, so those groups could purchase food from local farmers, maintaining and improving food and agricultural supply chain resiliency, increasing access to local and regional nutritious foods, and expanding economic opportunity for local farmers. A copy of the termination letter is attached to this declaration.

5. The Illinois Department of Agriculture has current grants with Defendants that are at risk of termination pursuant to the Clause. One example is the Chronic Wasting Disease Captive Cervid Testing grant from Defendant United States Department of Agriculture.

6. The Illinois Department of Agriculture intends to apply for future grants from Defendants, including the Animal Disease Traceability grant from Defendant United States Department of Agriculture.

7. In State Fiscal Year 2025, from July 1, 2024 to June 30, 2025, the Illinois Department of Agriculture has received approximately \$35,821,381.34 in federal funds from Defendant United States Department of Agriculture.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 28th day of July, 2025, in Springfield, Illinois.



Judy Vollmar
Chief Fiscal Officer

Exhibit A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Teressa Feagans
General Counsel
Illinois Department of Agriculture
Illinois State Fairgrounds, Springfield, IL 62794-9281*

Subject: Termination Notice for Agreement No. AM25LFPA0000C018 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Illinois Department of Agriculture will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 22

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JAY WALSH

I, Dr. Joseph T. Walsh, Jr., declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Dr. Joseph T. Walsh, Jr., the Vice President of Economic Development and Innovation of the University of Illinois System. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Vice President of Economic Development and Innovation, I provide oversight for the federally funded research grants on all three universities within the University of Illinois System, the University of Illinois Champaign Urbana (“UIUC”), the University of Illinois Chicago (“UIC”), and the University of Illinois Springfield (“UIS”). I also lead the Illinois Innovation Network, a collaboration that includes the State of Illinois’ twelve public universities and drives inclusive and integrated research, innovation, and economic development across Illinois.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The University of Illinois System has had approximately 15 federal grants terminated pursuant to the Clause or for the reason of "changes in [the agency's] priorities" from a variety of a federal agencies including, the U.S. Department of State ("State"), the U.S. Department of Homeland Security ("DHS"), the Department of Defense ("DOD"), and the National Science Foundation ("NSF") in the months of March through July 2025. Some examples of the terminated grants are briefly described below.

5. On April 8, 2025, Defendant, the United States Department of Homeland Security, cited the Clause to terminate a \$12,088,008 award to the University of Illinois for the Critical Infrastructure Resilience Institute ("CIRI"). DHS cited the Clause to terminate this grant based on new agency priorities not contemplated at the time of the grant. A CIRI mission objective is to support the Department of Homeland Security in enhancing the security and resilience of our nation's critical infrastructure, particularly in areas of technical resilience, cybersecurity hardening, and infrastructure risk mitigation. CIRI's technology, and the knowledge, capabilities, and trusted partnerships CIRI cultivated are durable and scalable assets to DHS, critical infrastructure operators, and the Nation's broader security and resilience architecture. By producing research-driven, field-ready solutions that directly support mission execution, CIRI's work scope directly effectuates DHS mission goals and priorities while

delivering measurable value and maximizing the federal government's return on investment. A copy of the termination notice is attached to this declaration in Exhibit A.

6. On April 29, 2025, the Defendant, United States Environmental Protection Agency ("EPA"), cited the Clause as the reason for terminating an anticipated \$1,000,000 grant to the University of Illinois. This terminated grant entitled, the Development of a Wastewater Hierarchical Sentinel Site Identification for Future Pandemic Surveillance Systems, focused on the development of a sustainable framework for infectious disease surveillance using wastewater. This surveillance system engaged researchers at both UIUC and UIC and would prepare both rural and urban communities for the next pandemic. A copy of the termination letter is attached to this declaration in Exhibit B.

7. The University of Illinois' Targeted Violence and Terrorism Prevention Program's grant was terminated by the Defendant, U.S. Department of Homeland, citing the Clause, on July 21, 2025. The \$981,916.00 terminated grant aimed to prevent and treat the short-term and long-term effects of violence on Illinois citizens. This terminated grant planned to enhance Illinois' community-focused violence and terrorism prevention framework by establishing an ongoing partnership with clinicians, researchers, and staff from UIC, DePaul University, Loyola University, and the Illinois Homeland Security Coalition to reduce the risk of violence for at-risk individuals in our communities. A copy of the termination letter is attached to this declaration in Exhibit C.

8. On May 1, 2025, the Defendant, United States National Science Foundation ("NSF"), terminated a grant in STEM education because it "no longer effectuated the program goals or agency priorities." This \$499,999.00 terminated grant entitled, "My Turn: An Afterschool Social Robotics Program to Promote Interest in Computing Among Middle School

Students,” would have established after-school social robotics programs for 6th and 7th grade girls. This grant planned to partner students with mentors from surrounding colleges and local computing companies to design and program social robots for a variety of applications, encouraging engagement for these young students at a critical period in their education to build interest and skills in computing, and a continued commitment to computing, basic science, engineering and mathematics. The future of a healthy US economy will require the growth and training of a competitive workforce educated in science, technology, computing, engineering, and mathematics. The students participating in My Turn, may have someday become the computer scientists, engineers, clinicians, technologists and innovators of America. A copy of the termination notice is attached to this declaration in Exhibit D.

9. On February 26, 2025, the Defendant, United States Department of State, cited “alignment with Agency priorities and national interest” as the reason for terminating a \$65,220 grant to the University of Illinois. This terminated grant was entitled, “Promote sustainable understanding among the next generation of leaders on the US and Mexico: Materials, Food, and Well-being.” The purpose of the grant was to support an educational program for undergraduate students from the United States and Mexico, focused on sustainability, sharing implementation strategies, and legacies of successful approaches to critical sustainability concerns. The grant sought to promote and disseminate knowledge to inspire future generations by organizing educational opportunities to spread the importance of materials science technology’s crucial role in enhancing agriculture, food quality and safety, nutrition, availability of food and water, climate change, and sustainable renewable sources.

10. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29th day of July, 2025, in Urbana, Illinois.

A handwritten signature in black ink, appearing to read "J.T. Walsh". The signature is fluid and cursive, with the first name "J.T." and the last name "Walsh" clearly distinguishable.

Dr. Joseph T. Walsh, Jr.
Vice President of Economic Development and Innovation
University of Illinois System

Exhibit A

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

April 8, 2025

Paul Ellinger
UNIVERSITY OF ILLINOIS
506 S Wright St
Urbana, Illinois 61801-3620

Dear Recipient:

Effective immediately, the U.S. Department of Homeland Security (DHS) hereby terminates the Award Number **15STCIR00001** (Award) to end all work.

Pursuant to 2 C.F.R. § 200.340(a)(2) and the terms and conditions of your award, DHS has determined that the scope of work performed under this award no longer effectuates the program goals and the Department's priorities. UNIVERSITY OF ILLINOIS must cease all federally funded work under this Award and any costs incurred for such work on or after the date of this letter will be unallowable.

DHS has identified through the Payment Management System (PMS) that the remaining, unobligated federal funding authorized for this Award is **\$12,088,008**. As such, DHS intends to reduce the amount of approved federal funding for the Award by this amount. All other terms and conditions remain unchanged.

Effect of Termination

In accordance with 2 C.F.R. § 200.340(a)(2), 2 C.F.R. § 200.343, and the terms and conditions of your award, this termination is effective 30 days after the date of this notice on **May 8, 2025**. Any costs incurred after **04/08/2025** - the date of this notice of termination - are not allowable, unless they are expressly authorized by DHS. If UNIVERSITY OF ILLINOIS believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs by 5:00 p.m. ET on **05/08/2025**. Costs resulting from financial obligations which were properly incurred by UNIVERSITY OF ILLINOIS before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the award not been terminated.

To facilitate our review of the final disposition of your award, please submit your expenditure information in the following format:

Expenditure Summary	
1. Total Funds Drawn Prior to February 2025	\$
2. Total Termination/Closeout Costs (Inclusive of Any Outstanding/Pending PMS Payments, if applicable) *	\$
3. Total Remaining Balance to be de-obligated	\$

*Please itemize the following and indicate the total in the chart above:

- date, amount and programmatic justification for any outstanding/pending PMS payment requests
- amount and justification for any allowable programmatic expenditures that occurred through 04/08/2025 **for which a payment request has *not yet* been submitted.**

Only allowable expenses are eligible for reimbursement.

Once the final termination/closeout costs have been reviewed, negotiated and approved, you will be notified how and when to submit your final payment request in PMS. Please do not submit any more payment requests in PMS until notified.

If you wish to object to the termination of this award, you may challenge the termination in writing and provide any information or documentation relevant to your challenge. You must submit any written objections no later than 5:00 p.m. ET on **05/08/2025**. There will be no other opportunity to appeal this action to DHS.

Grant Closeout

Once the termination of your award is final, you must closeout your award in accordance with the Closeout Procedures reflected in 2 C.F.R. § 200.344 and the terms and conditions of the grant award. A final Federal Financial Report and a final progress report are due no later than 120 calendar days after the termination of your award.

Please be aware of the following as you prepare to close out the grant project:

1. All grant funded activities must end on the notice of termination date effective **04/08/2025**.
2. The contents of the Final Program report should follow the guidance reflected under Article I(G) of the terms and conditions of the grant agreement and be **submitted via email to the Grants Officer listed in your NOA.**
3. The Final Financial Report should be completed on the Federal Financial Report form (SF-425) – see report form and instruction link below for your convenience. This report must be signed by the Chief Fiscal Officer, or an officer with a comparable function and be **submitted via email to the Grants Officer listed in your NOA.**
SF-425 Form
<https://apply07.grants.gov/apply/forms/sample/SF429B-V1.0.pdf>

SF-425 Instructions
https://apply07.grants.gov/apply/forms/instructions/SF425_3_0-V3.0-Instructions.pdf
4. All obligations incurred under this Award must be liquidated no later than 120 calendar days after the termination of your award, unless you are granted an extension.
5. All unobligated cash balances must be promptly returned to the Federal government.
6. The final financial report should not reflect unliquidated obligations; and

7. If applicable, the Recipient must account for any property (real or otherwise) or equipment acquired with Federal funds under the Award. The Recipient must also submit a Final Inventory list of all individual pieces of equipment purchased with Federal funds under this Award and request disposition instructions.

SF-428-b Final Tangible Personal Property Report

<https://apply07.grants.gov/apply/forms/sample/SF429B-V1.0.pdf>

SF-428S Supplemental Form and Instructions

<https://apply07.grants.gov/apply/forms/sample/SF428S-V1.0.pdf>

All Final reports **may be submitted electronically to your Grant Officer via email**. Once the reports are reviewed and accepted, the Department will provide you with final disposition instructions for this Award.

Reimbursements for services performed through **04/08/2025** and any applicable closeout costs, are contingent upon approval of reimbursement requests by the DHS. Additionally, the closeout of your award does not affect the ability of DHS to make post-closeout adjustments as authorized by 2 C.F.R. § 200.345, including the ability to disallow costs and recover funds on the basis of a later audit or other review.

Thanks for your partnership with the Department of Homeland Security.

Sincerely,



Shareef Prater

Grants Management Officer

Office of Procurement Operations

Office of the Chief Procurement Officer

U.S. Department of Homeland Security

Exhibit B



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

April 29, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement CR- 84048701 under 2 CFR 200.340

FROM: EPA Award Official

TO: Susan Martinis, Vice Chancellor for Research and Innovation
Board of Trustees University of Illinois - Urbana-Champaign

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. CR- 84048701 awarded to Board of Trustees University of Illinois - Urbana-Champaign. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Schindel.Phillip@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Brown.Devon@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Hazeletta Burgess, EPA Grant Specialist
 Richard Callan, EPA Project Officer
 Thanh (Helen) Nguyen, Professor

Administrative Conditions

UNILATERAL TERMINATION

1. The Agency is asserting its right under 2 CFR 200.340 and the Termination General Term and Condition of this agreement to unilaterally terminate this award. This amendment serves as required notice under 2 CFR 200.341.
2. Consistent with 2 CFR 200.343 Effect of suspension and termination, costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after the termination of a Federal award are not allowable. Costs after termination are allowable if:
 - a. The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and
 - b. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
 - c. The costs are reasonable and necessary termination costs consistent with 2 CFR 200.472.
3. Federal Financial Reporting (FFR) General Terms and Conditions is still in full force and effect. EPA recipients must submit the SF-425 no later than 120 calendar days after the end date of the period of performance of the award.
4. Programmatic Terms and Conditions. Performance reporting is still in full force and effect. The recipient must submit the final report no later than 120 calendar days after the period of performance.

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas:

- a. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period;
- b. Explanations on why established outputs/outcomes were not met; and
- c. Additional information, analysis, and explanation of cost overruns or high-than-expected-unit costs.

5. Waiver of Reports

The following reports are waived:

- a. Utilization of Disadvantaged Business Enterprises General Terms and Conditions, EPA Form 5700-52A.
- b. Tangible Personal Property Report, SF-428, General Terms and Conditions.

6. Record Retention

Access to Records, 2 CFR 200.337, is still in full force and effect. The termination of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other reviews. Information regarding record retention, property disposition in accordance with EPA regulations, and other frequently asked questions can be accessed at <https://www.epa.gov/grants/frequent-questions-about-closeouts>.

Programmatic Conditions

All Programmatic Conditions Remain the Same

Exhibit C

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

July 21, 2025

University of Illinois at Chicago, School of Medicine
1737 W Polk Street
AOB 304, M/C 672
Chicago, Illinois 60612-7227

Re: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award

Grant Number: EMW-2023-GR-00146

Award Amount: \$981,916

Dear University of Illinois at Chicago, School of Medicine:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Targeted Violence and Terrorism Prevention (TVTP) Program grant award identified above, effective immediately. From the date of receipt of this letter – July 21, 2025 – your organization is not permitted to incur any additional costs under this award.

DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the Targeted Violence and Terrorism Prevention Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the Targeted Violence and Terrorism Prevention Grant Program identified in the award's respective Notice of Funding Opportunity. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS's current focus do not effectuate the agency's current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. § 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of receipt of this letter and promptly refunding any funding paid to date that exceeds the amount set forth in your final federal financial report. During the closeout process, your final federal

Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Page 2

financial report must include all allowable costs incurred before the date of receipt of this letter but must not include costs incurred after the date of receipt of this letter.

If University of Illinois at Chicago, School of Medicine believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs within seven days of this letter. Costs resulting from financial obligations related to the terminated portion of the Award which were properly incurred by University of Illinois at Chicago, School of Medicine before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the portion of the Award not been terminated.

DHS/FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, DHS/FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of this Termination Notice are necessary, allocable, and reasonable. DHS/FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, DHS/FEMA determines that the total allowable costs exceed the amount paid to date, then DHS/FEMA will make a final payment for that difference. DHS/FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant award based on any later post-closeout audit or review.

The decision by DHS/FEMA to terminate your award is **not appealable**. DHS/FEMA is available to respond to any questions you may have. Please send all information and communications regarding this notification to the email address from which you received this letter, copying TVTPGrants@hq.dhs.gov.

Respectfully,



Christopher C. Pratt
Senior Official Performing the Duties of Under Secretary
U.S. Department of Homeland Security

McCormack, Karen M

From: TVTPGrants <TVTPGrants@hq.dhs.gov>
Sent: Wednesday, July 23, 2025 1:23 PM
To: OVCR Awards; Weine, Stevan M
Subject: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Attachments: University of Illinois at Chicago, School of Medicine.pdf

Categories: CONTRACTS

CAUTION: External Sender

Dear University of Illinois at Chicago, School of Medicine,

We hope this message finds you well. We are writing to inform you of an important decision regarding your grant under the Targeted Violence and Terrorism Prevention (TVTP) program.

We understand that this decision may impact your organization and its planned activities. We are committed to working with you during this transition and addressing any questions or concerns you may have.

Lastly, you will receive an official mailed copy of the termination letter.

Thank you for your understanding and cooperation.

This email originated from outside the University of Illinois System. Use caution when replying, clicking links, or opening attachments. **DO NOT** reply to any requests asking you to reply from a personal account or SMS.

Exhibit D

From: [NSF Grants](#)
To: [Provost](#)
Cc: [QVCR Awards](#)
Subject: Notice from National Science Foundation
Date: Friday, April 25, 2025 10:56:20 AM

Some people who received this message don't often get email from grants005@nsf.gov. [Learn why this is important](#)

CAUTION: External Sender

U.S. National Science Foundation Division of Grants and Agreements
2415 Eisenhower Avenue
Alexandria, Virginia 22314
(703) 292-8210

04/25/2025

Karen Colley
Provost and Vice Chancellor for Academic Affairs
University of Illinois at Chicago
provost@uic.edu

Dear Karen Colley:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current [NSF priorities](#).

Effective immediately, the following are terminated:

NSF Award Id
2342099
2423019

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish a summary of progress under the award and an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director
Office of Budget Finance and Award Management (BFA)
Division of Grants and Agreements (DGA)

This email originated from outside the University of Illinois System. Use caution when replying, clicking links, or opening attachments. **DO NOT** reply to any requests asking you to reply from a personal account or SMS.

EXHIBIT 23

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF LITA BIGGS

I, Lita Biggs, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Chief Fiscal Officer of the Kansas Department of Agriculture (“KDA”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. My job duties are to serve as a senior advisor to the Kansas Secretary of Agriculture for all policy issues related to the agency’s fiscal operations and to plan, organize, staff, direct, and control the operation of KDA’s fiscal office subject to directives and policies established by the Kansas Secretary of Agriculture.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Kansas has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 7, 2025, USDA terminated a \$2,643,574 award issued to the Kansas Department of Agriculture (KDA) as part of USDA’s Local Food Purchase Assistance Cooperative Agreement Program pursuant to the Clause. *See* Exhibit A. In citing the Clause, USDA terminated that grant based on new agency priorities not contemplated at the time of the grant. The stated goal of this grant was to “support, maintain, and improve food and agricultural supply chain resiliency through the procurement of local, domestic, and unprocessed or minimally processed agricultural commodities.” This grant was to fund a program that purchases and distributes Kansas grown and processed foods to underserved communities and families across Kansas. Kansas food banks use these funds to purchase fresh, local foods directly from farmers and producers and then distribute the food through their networks. This program will not continue in Kansas without additional federal funding.

5. Kansas has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. KDA was awarded a total of \$243,000.00 for The National Dam Safety Program State Assistance Grant award for FY 24, by FEMA. This grant is specifically used to support inspection services and staff training and travel, as well as equipment needed to implement KDA’s dam safety program, and funds part of one agency staff person’s salary. Termination of this award would result in the state being unable to efficiently regulate dams as necessary for the safety of the public and as statutorily required by K.S.A. 82a-301 *et seq.* A dam failure could have catastrophic consequences to life and property.
- b. KDA was awarded a total of \$4,276,978.00 for Cooperating Technical Partners for FY24, by FEMA. This grant is used to support outreach and education regarding flood prevention and mitigation and to provide technical assistance to local jurisdictions, including floodplain mapping. Termination of the funding award would result in the KDA being unable to effectively educate the citizens of Kansas about the risks of flooding. Kansas citizens would also be at greater risk in the event of a flood event because this grant provides funds for real-time technical assistance to mitigate flood risks for communities.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 28th day of July, 2025, in Manhattan, Kansas.

A handwritten signature in cursive script, reading "Lita Biggs", positioned above a horizontal line.

Lita Biggs
Chief Fiscal Officer
Kansas Department of Agriculture

Exhibit A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Lori Gilmore
Assistant Chief Fiscal Officer
Kansas Department of Agriculture
1320 Research Park Drive, Manhattan, KS 66502*

Subject: Termination Notice for Agreement No. AM25LFPA0000C022 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Kansas Department of Agriculture will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 24

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF AMY PENROD

I, Amy Penrod, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Deputy Secretary for Fiscal Services of the Kansas Department of Health and Environment (KDHE). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As the Deputy Secretary for Fiscal Services of KDHE I am responsible for the KDHE's financial operations, including budgeting, accounting, grants and contracts, and fiscal policy implementation. My job ensures compliance with state and federal regulations while providing strategic guidance on resource allocation, financial planning, and oversight of contract and grants.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The KDHE has had a grant terminated pursuant to the Clause, specifically:

- a. In Kansas, on May 7, 2025, the EPA terminated a \$1,000,000.00 award to the KDHE, which funded food equity and environmental sustainability in Southeast Kansas. The EPA cited the Clause in an accompanying termination letter to the KDHE. In citing the Clause, the EPA terminated that grant based on new agency priorities not contemplated at the time of the grant. The termination of this grant resulted in the KDHE terminating Sub-recipient Agreements with the Healthy Bourbon County Action Team and the Kansas University Medical Center. The activities contemplated by the cancelled project fell within three primary categories: (1) health promotion and education; (2) community-driven strategies to address environmental justice and food equity; and (3) communications and evaluation. With the funding from this grant, a mobile laboratory was empowered to deploy 25 times across three Southeast Kansas school districts to develop and implement experiments, including soil lessons that span K-12 grades and cover the effects of water pollution, soil pollution, and their outcomes. Additionally, local health equity action teams were to prioritize placemaking interventions to address environmental changes to adopt in community settings to expand food access, including building main street edible gardens, raised-bed garden kits, or rainwater collection.

5. The KDHE has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. In Kansas, the KDHE was awarded a total of \$284,000.00 for the grant period beginning on October 1, 2020, by the EPA. Under the award, the KDHE administers Kansas’ voluntary lead testing program at no cost to participating schools and child care facilities. Termination of the funding award would result in the KDHE being unable to provide no cost lead testing in schools and child care facilities.
- b. In Kansas, the KDHE was awarded \$6,000,000.00 for the grant period beginning on October 1, 2022, by DOJ. Under the award, the KDHE administers the All Hands on DECK (Drug Endangered Child in Kansas) project, which seeks to prevent and mitigate adverse childhood experiences, specifically for drug endangered children. Termination of the funding award would result in the KDHE being unable to administer the program.
- c. In Kansas, the KDHE was awarded \$1,926,840.00 for the grant period beginning on July 1, 2024, by the Defense, United States Army Corps of Engineers. Under the award, the KDHE provides expedited review and other related services to execute the Defense Environmental Restoration Program at identified Defense installations, Base Realignment and Closure properties, National Guard properties,

and Formerly Used Defense Sites properties. Termination of the funding award would result in the KDHE being unable to facilitate remediation of the properties.

- d. In Kansas, the KDHE was awarded \$2,829,000.00 for the grant period beginning on July 1, 2025, by the DOI. Under the award, the KDHE conducts reclamation activities of abandoned coal mines in Kansas, including land clearing, backfilling and grading, erosion and site drainage control, and revegetation. Termination of the funding award would result in the KDHE being unable to conduct reclamation activities of abandoned mines in Southeast Kansas.
- e. In Kansas, the KDHE was awarded \$27,768,000.00 for the grant period beginning on August 1, 2025, by the EPA. Under the award, the KDHE provides low interest rate financing to eligible public water systems for the costs associated with the planning, design, and construction of eligible drinking water improvement projects. Termination of the funding award would result in the KDHE being unable to provide the services.

6. The KDHE has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. In Kansas, on or about July 24, 2025, the KDHE applied for a Water Infrastructure Improvements for the Nation (WIIN) Act grant in the amount of \$1,292,000.00 with the EPA, and that application remains pending. The WIIN Act grant provides funding to states, territories, and tribes to assist public water systems in meeting Safe Drinking Water Act requirements. In Kansas, KDHE will utilize the grant funding to continue to provide no cost lead testing in schools and child care facilities.
- b. In Kansas, in May 2025, the KDHE applied for a Clean Water Act 319 Non-point source management program grant in the amount of \$9,668,805.00 with the EPA, and that application remains pending. The Clean Water Act 319 Non-point source management program grant provides grant money to supports a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects and monitoring to assess the success of specific nonpoint source implementation projects. In Kansas, KDHE will utilize the funding to, among other things, sponsor organizations who work with farmers to implement soil health practices, including obtaining cover crops, buffers, and relocate pasture cattle watering areas in key watersheds.

7. Kansas is likely to apply for grants from Defendants in the future.

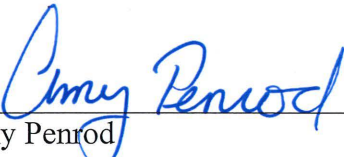
- a. In Kansas, between 2020 to 2031, the EPA will award over \$333,000,000.00 to the KDHE. The KDHE is likely to apply for grants from the EPA in the future as the grant funding provided by the EPA funds a significant portion of the KDHE's environmental work.
- b. In Kansas, between 2022 to 2029, the USDA will award over \$105,000,000.00 to the KDHE. The KDHE is likely to apply for grants from the USDA in the future

as the grant funding provided by the USDA funds, among other things, the Special Supplemental Nutrition Program for Women, Infants, and Children.

- c. In Kansas, between 2022 to 2029, DOI will award over \$27,000,000.00 to the KDHE. The KDHE is likely to apply for grants from the DOI in the future as the grant funding provided by the DOI funds portions of the KDHE's surface mining remediation projects.
- d. In Kansas, between 2021 to 2026, the Defense will award over \$3,000,000.00 to the KDHE. The KDHE is likely to apply for grants from the Defense in the future as the grant funding provided by the Defense funds portions of the KDHE's remediation efforts on Formerly Used Defense Sites.
- e. In Kansas, between 2020 to 2025, DOJ will award approximately \$6,000,000.00 to the KDHE. KDHE is likely to apply for grants from DOJ in the future if similar grant opportunities are available to continue the All Hands on DECK (Drug Endangered Child in Kansas) project.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29th day of July, 2025, in Topeka, Kansas.



Amy Penrod
Deputy Secretary, Fiscal Services
Kansas Department of Health and Environment

Subscribed and sworn to before the undersigned on the 29th day of July, 2025 in Shawnee County, Kansas.





Notary Public

My Appointment Expires:

4/20/2026

Exhibit A

**OFFICE OF MISSION SUPPORT**

WASHINGTON, D.C. 20460

May 7, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement AJ 96711601 under 2 CFR 200.340

FROM: Ben Krehbiel, Acting Senior Resource Official
EPA Region 7

TO: Janet Stanek, Secretary
Kansas Department of Health and Environment

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. AJ 96711601 awarded to Kansas Department of Health and Environment. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Jim Macy, macy.jim@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Ben Krehbiel, krehbiel.ben@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Whitney Rawls, EPA Region 7 Grants Management Official
 Elizabeth Richards, EPA Region 7 Grants Management Specialist
 Brandy Reed, EPA Region 7 Project Officer
 Jade Ramsdell, Performance Improvement Director

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 96711601 MODIFICATION NUMBER: 3 PROGRAM CODE: AJ		DATE OF AWARD 05/07/2025
		TYPE OF ACTION No Cost Amendment		MAILING DATE 05/07/2025
		PAYMENT METHOD: ASAP		ACH# 70719
		RECIPIENT TYPE: State		
RECIPIENT: KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT 1000 SW JACKSON ST STE 570 TOPEKA, KS 66612-1371 EIN: 48-1124839		PAYEE: KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367		
PROJECT MANAGER Jade Ramsdell 1000 SW JACKSON ST STE 540 TOPEKA, KS 66612-1371 Email: Jade.M.Ramsdell@ks.gov Phone: 785-296-5156		EPA PROJECT OFFICER Brandy Reed 11201 Renner Boulevard, EJCEERD/CEB/CEJW Lenexa, KS 66219 Email: reed.brandy@epa.gov Phone: 913-551-7321		EPA GRANT SPECIALIST Elizabeth Richards Grants Management Office, MSD/RFMB/GRMS 11201 Renner Boulevard Lenexa, KS 66219 Email: richards.elizabeth@epa.gov Phone: 913-551-7781
PROJECT TITLE AND EXPLANATION OF CHANGES Placemaking to address food equity and environmental sustainability in Southeast Kansas This amendment is to stop work; terminate the agreement; reduce performance period duration; curtail scope of work; and waive certain reporting requirements. Administrative terms and conditions are added. Per 2 CFR 200.340 and the Termination General Terms and Conditions of this agreement, EPA is terminating this award. Your organization shall immediately stop work and take all reasonable steps to minimize the incurrence of costs otherwise allocable to the assistance agreement. See terms and conditions.				
BUDGET PERIOD 06/01/2024 - 05/07/2025	PROJECT PERIOD 06/01/2024 - 05/07/2025	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00	
NOTICE OF AWARD Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 7, Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		ORGANIZATION / ADDRESS U.S. EPA, Region 7, Environmental Justice, Community Engagement, & Environmental Review Division R7 - Region 7 11201 Renner Blvd Lenexa, KS 66219		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Ben Krehbiel - Acting Director, Mission Support Division				DATE 05/07/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,000,000	\$ 0	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 1,000,000	\$ 0	\$ 1,000,000

Assistance Program	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 78,728
2. Fringe Benefits	\$ 31,490
3. Travel	\$ 13,239
4. Equipment	\$ 0
5. Supplies	\$ 8,183
6. Contractual	\$ 26,477
7. Construction	\$ 0
8. Other	\$ 805,414
9. Total Direct Charges	\$ 963,531
10. Indirect Costs: 0.00 % Base See NICA	\$ 36,469
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Administrative Conditions

UNILATERAL TERMINATION

1. The Agency is asserting its right under 2 CFR 200.340 and the Termination General Term and Condition of this agreement to unilaterally terminate this award. This amendment serves as required notice under 2 CFR 200.341.
2. Consistent with 2 CFR 200.343 Effect of suspension and termination, costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after the termination of a Federal award are not allowable. Costs after termination are allowable if:
 - a. The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and
 - b. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
 - c. The costs are reasonable and necessary termination costs consistent with 2 CFR 200.472.
3. Federal Financial Reporting (FFR) General Terms and Conditions is still in full force and effect. EPA recipients must submit the SF-425 no later than 120 calendar days after the end date of the period of performance of the award.
4. Programmatic Terms and Conditions. Performance reporting is still in full force and effect. The recipient must submit the final report no later than 120 calendar days after the period of performance.

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas:

- a. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period;
- b. Explanations on why established outputs/outcomes were not met; and
- c. Additional information, analysis, and explanation of cost overruns or high-than-expected-unit costs.

5. Waiver of Reports

The following reports are waived:

- a. Utilization of Disadvantaged Business Enterprises General Terms and Conditions, EPA Form 5700-52A.
- b. Tangible Personal Property Report, SF-428, General Terms and Conditions.

6. Record Retention

Access to Records, 2 CFR 200.337, is still in full force and effect. The termination of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other reviews. Information regarding record retention, property disposition in accordance with EPA regulations, and other frequently asked questions can be accessed at <https://www.epa.gov/grants/frequent-questions-about-closeouts>.

Programmatic Conditions

All Programmatic Conditions are removed. Please see the Administrative Conditions above.

EXHIBIT 25

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JAMIE LINK

I, Jamie Link, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Secretary of the Kentucky Education and Labor Cabinet. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Secretary, I have accountability and oversight of the Kentucky Education and Labor Cabinet.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. Kentucky has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate a \$4,562,000 award to the Kentucky Education and Labor Cabinet for the FY 2023 American Rescue Plan Act (ARPA) Unemployment Insurance (UI) Equity Grant, which funds activities that promote equitable access to the Unemployment Compensation (UC) program, including eliminating administrative barriers to benefit application, reducing state workload backlogs, improving the timeliness of UC payments to eligible individuals, and ensuring equity in fraud prevention, detection, and recovery activities. The termination will cause the loss of over \$1,600,000. In citing the Clause, the U.S. Department of Labor terminated that grant based on new agency priorities not contemplated at the time of the grant, and even though the award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause.
- b. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate a \$1,739,000 award to the Kentucky Education and Labor Cabinet for the FY 2023 ARPA UI Integrity Grant, which funds activities to take immediate steps to protect the Unemployment Insurance (UI) program from fraudulent activity and to increase resources dedicated to overpayment recovery, by strengthening ID verification and implementing recommended and required fraud prevention and overpayment recovery strategies. The termination will cause the loss of over \$100,000. In citing the Clause, the U.S. Department of Labor terminated that grant based on new agency priorities not contemplated at the time of the grant, and even though the award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause.
- c. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate a \$1,790,805 award to the Kentucky Education and Labor Cabinet for the ARPA/UIPL 11-23 Tiger Teams Grant, which funds activities to directly and indirectly address fraud prevention, as well as timely payment of benefits and equitable access to benefits, promote technology changes that will improve customer experience in navigating applications and required online interactions between workers, employers, and states. The termination will cause the loss of over \$965,000. In citing the Clause, the U.S. Department of Labor terminated that grant based on new agency priorities not contemplated at the time of the grant, and even though the award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause.
- d. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate a \$11,250,000 award to the Kentucky Education and Labor Cabinet for the ARPA/UIPL 11-23 IT Modernization Grant, which funds activities to adopt new strategies to modernize and rearchitect their UI programs to better defend against fraud threats now and prepare for challenges in the future. The termination will cause the loss of over \$950,000. In citing the Clause, the U.S. Department of Labor terminated that grant based on new agency priorities not contemplated at

the time of the grant, and even though the award's terms and conditions did not specify that the grant could be terminated pursuant to the Clause.

5. Kentucky has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:
 - a. Reemployment Services and Eligibility Assessment Grant (RESEA), awarded to the Kentucky Education and Labor Cabinet beginning January 1, 2023 in the amount of \$2,148,222.00, which funds activities to address individual reemployment needs of UI claimants, as well as prevent and detect improper benefit payments, through the program's four purposes: reduce UI duration through improved employment outcomes; strengthen UI program integrity; promote alignment with the vision of the Workforce Innovation and Opportunity Act; and Establish RESEA as an entry point to other workforce system partners.
 - b. Quality Jobs, Equity, Strategy and Training (QUEST) Disaster Recovery Dislocated Worker Grant, awarded to the Kentucky Education and Labor Cabinet beginning September 30, 2023 in the amount of \$5,000,000.00, which funds activities to expand the service capacity of dislocated worker programs by providing funding assistance in response to large, unexpected economic events that cause significant job losses.
 - c. Disaster Recovery National Dislocated Worker Grant, awarded to the Kentucky Education and Labor Cabinet beginning June 18, 2025 in the amount of \$1,000,000.00, which funds activities to support disaster-relief jobs and employment and training services for individuals suffering from the aftermath of severe storms.
 - d. State Apprenticeship Expansion Formula grant, awarded to the Kentucky Education and Labor Cabinet beginning July 1, 2025 in the amount of \$741,890.00, which funds activities to support state-identified innovation, sector strategies, and workforce system alignment by assisting new and emerging industries to establish Registered Apprenticeship Programs (RAPs), thereby contributing to a long-term workforce development strategy that promotes prosperity and sustainability.
6. Kentucky is likely to apply for grants from Defendants in the future.
7. From 2020 to 2025, the Kentucky Education and Labor Cabinet has received grants in amounts that range from approximately \$13,000 to \$31,000,000 from the U.S. Department of Labor. The Kentucky Education and Labor Cabinet is likely to apply for grants from U.S. Department of Labor in the future to sustain these important programs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 28 day of July, 2025, in Frankfort, Kentucky.



Jamie Link
Secretary, Kentucky Education and Labor Cabinet

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI382392255A21

May 22, 2025

Jamie Link
Cabinet Secretary
Kentucky Department of Workforce Development
500 Mero St FL 4
Frankfort, KY 40601-1251

Dear Mr. Link:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI382392255A21, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 26

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF LAURA A. FORTMAN

I, Laura A. Fortman, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Commissioner of the Maine Department of Labor. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Commissioner, I am the senior official responsible for making strategic decisions, overseeing operations, and ensuring performance goals are met.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The Maine Department of Labor has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate a \$869,000 award to the Maine Department of Labor for strengthening unemployment program integrity and resiliency. In citing the Clause, the U.S. Department of Labor terminated the grant because it no longer effectuated the priorities for its grant funding. At the time of termination, projects and services funded by this grant intended to enhance overall program integrity, enhance process efficiency, combat fraud, and prevent fraudulent identity theft claims had already begun. They have now been terminated, and the value of the terminated projects is approximately \$300,000.

5. The Maine Department of Labor has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On June 25, 2025, Maine was awarded \$5,420,202 in combined State Apprenticeship Expansion and Competitive Funding grants to expand pre-apprenticeship and registered apprenticeship programs in key industries, including the education and infrastructure sectors; and to strengthen linkages between education, workforce providers, and employers. This grant supports approximately five full-time equivalent positions, 1,400 registered apprentices, and 570 pre-apprentices. Termination would cause staff layoffs and a significant decline in employer and worker participation in apprenticeships across the state. The result would be fewer workers on a path to a good paying job and a weakened workforce for employers.

6. The Maine Department of Labor has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On July 1, 2025, the Maine Department of Labor applied for a Reemployment Services Eligibility Assessment (RESEA) grant in the amount of \$1,080,260, and that application remains pending. The purpose of this grant is to reduce the duration of individuals' unemployment, thereby increasing financial security, keeping skilled people in Maine's workforce, and reducing the impact on the State's unemployment trust fund.

7. The Maine Department of Labor is likely to apply for grants from Defendants in the future, including, but not limited to:

- a. Between 2020 to 2024, Maine received multiple U.S. Department of Labor National Dislocated Worker grants ranging from approximately \$3,000,000 to \$7,000,000. The State is likely to apply for this type of grant again in the future. USDOL often awards grants for workforce assistance in response to natural disasters, mass layoffs, or other incidences that affect the workforce. Such grants provide funds to assist affected workers and businesses with employment transitions, reskilling, and other temporary supports. The grants typically involve the hiring of those who were directly impacted, thereby assisting the State's emergency response to major incidents, and providing immediate reemployment for affected state residents.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 11th day of July, 2025, in Augusta, Maine.



Laura A. Fortman
Commissioner of Labor

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000025

May 22, 2025

Suzan McKechnie
Acting Director, Bureau of Unemployment Compensation
Maine Department of Labor
45 Commerce Drive, Suite 10
Augusta, ME 04330-7889

Dear Ms. McKechnie:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000025, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 27

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816-IT

DECLARATION OF DENISE BARTON

I, Denise Barton, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am a resident of the Commonwealth of Massachusetts. I am over the age of eighteen. I have been an attorney since 1994 and am licensed to practice in the Commonwealth of Massachusetts.
2. I am currently employed by the University of Massachusetts in its Office of the General Counsel as its Chief Deputy General Counsel.
3. As Chief Deputy General Counsel for the University of Massachusetts I have personal knowledge of the matters set forth below or have knowledge of the matters based on my review of information and records provided to me by University of Massachusetts' employees and I believe that information to be true.
4. The University of Massachusetts has approximately 73,555 students and about 26,615 full and part time employees who study, work, and/or conduct research on its five campuses (the University of Massachusetts Amherst, the University of Massachusetts Boston,

the University of Massachusetts Chan Medical School, the University of Massachusetts Dartmouth, and the University of Massachusetts Lowell), as well as the University of Massachusetts Office of the President. See M.G.L. c. 75. The University of Massachusetts maintains business records in the ordinary course of business which include, *inter alia*, records concerning grant proposals submitted to and funding received from federal agencies by the University of Massachusetts.

5. I submit this Declaration in support of the Plaintiff States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

6. The University of Massachusetts system ("UMass") has had grants terminated pursuant to the Clause, including, by way of example:

- On March 14, 2025, the Department of Defense terminated a \$2,782,804 grant to UMass Lowell, which funds *Harmonizing research into AI Futures and Governance*. The Department of Defense cited the Clause and terminated that grant based on new agency priorities not contemplated at the time of the grant. A copy of the termination letter associated with this funding is attached as **Exhibit A**.
- On May 8, 2025, the Department of Homeland Security terminated a \$374,640 grant to UMass Lowell, which funds *Insider Threat in Law Insider threats in US law enforcement: Assessing the personal and environmental risk factors from white supremacist and far-right*

groups. The Department of Homeland Security cited this Clause and terminated that grant based on new agency priorities not contemplated at the time of the grant. A copy of the termination letter associated with this funding is attached as **Exhibit B**.

- On April 2, 2025, the National Endowment for the Humanities terminated a \$185,000 grant to UMass Amherst, which funds *software enhancements for the digital edition of the settings of Tasso's poetry*. The National Endowment for the Humanities cited this Clause and terminated that grant based on new agency priorities not contemplated at the time of the grant. A copy of the termination letter associated with this funding is attached as **Exhibit C**.
- On May 5, 2025, the Department of Commerce terminated a \$49,921 grant through the National Oceanic and Atmospheric Administration (NOAA) grant to UMass Amherst, which funds *Assessing the Ecological and Socio-Economic Efficacy of Nature-Based Infrastructure in Enhancing Climate Resilience: A Case Study of Connecticut's National Estuarine Reserve*. The Department of Commerce cited this Clause and terminated that grant based on new agency priorities not contemplated at the time of the grant. A copy of the termination letter associated with this funding is attached as **Exhibit D**.

7. UMass has current grants with Agency Defendants who have repeatedly used the Clause to terminate similar grants, including, but not limited to:

- Department of Agriculture – 134 active grants.
- Department of Commerce – 53 active grants.
- Department of Defense – 155 active grants.
- Department of Homeland Security – 2 active grants.
- Department of Justice – 26 active grants.
- Department of Labor – 5 active grants.
- Department of State – 11 active awards.
- Environmental Protection Agency – 25 active grants.
- National Science Foundation – 529 active grants.

8. In addition to currently active grants, UMass has pending grant applications with certain Agency Defendants who have repeatedly used the Clause to terminate similar grants. By way of example, UMass has the following applications pending:

- Department of Agriculture – 7 pending applications.
- Department of Defense – 31 pending applications.
- Department of Homeland Security – 1 pending application.
- Department of State – 3 pending applications.
- Environmental Protection Agency – 4 pending applications.
- National Endowment for the Humanities - 4 pending applications.
- National Science Foundation – 228 pending applications.

9. UMass is likely to apply for grants from Agency Defendants in the future.

- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$17,000,000 to \$26,000,000 annually from the Department of Agriculture. UMass is likely to apply for grants from the Department of Agriculture in the future.

- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$3,600,000 to \$9,300,000 annually from the Department of Commerce. UMass is likely to apply for grants from the Department of Commerce in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$20,600,000 to \$78,400,000 annually from the Department of Defense. UMass is likely to apply for grants from the Department of Defense in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$0 to \$1,300,000 annually from the Department of Homeland Security. UMass is likely to apply for grants from the Department of Homeland Security in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$1,400,000 to \$4,700,000 annually from the Department of Justice. UMass is likely to apply for grants from the Department of Justice in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$1,800,000 to \$2,300,000 annually from the Department of Labor. UMass is likely to apply for grants from the Department of Labor in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$800,000 to \$3,000,000 annually from the Department of State. UMass is likely to apply for grants from the Department of State in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$1,000,000 to \$6,200,000 annually from the Environmental Protection Agency. UMass is likely to apply for grants from the Environmental Protection Agency in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$200,000 to \$600,000 annually from the National Endowment for the Humanities. UMass is likely to apply for grants from the National Endowment for the Humanities in the future.
- From 2020 to 2024, UMass has received total grant funding in the range of approximately \$52,000,000 to \$70,000,000 annually from the National Science Foundation. UMass is likely to apply for grants from the National Science Foundation in the future.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29th day of July, 2025, in Westborough, Massachusetts.

/s/ Denise Barton

Denise Barton

Chief Deputy General Counsel

University of Massachusetts

Office of the General Counsel

50 Washington Street

Westborough, Massachusetts 01581

EXHIBIT A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 06-Mar-2025		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709		CODE W911NF		7. ADMINISTERED BY (If other than item 6) ONRRO BOSTON 495 SUMMER STREET, ROOM 627 BOSTON MA 02210-2109		CODE N62879	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF MASSACHUSETTS LOWELL 600 SUFFOLK ST STE 450 LOWELL MA 01854-3629				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W911NF2410361			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2024			
CODE 1QW17		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) IAW T&C and 2 CFR 200.340(a)(4)							
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mlync1nf251335 The purpose of this modification is to terminate this award in accordance with 2 CFR 200.340(a)(4). This award is terminated effect on 06 March 2025. No additional cost shall not occur after 06 March 2025. The Government is waving the requirement for Final Technical Report. All final cost vouchers and final SF 425 shall be submitted within 14 days of this modification.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MATTHEW R. LYNCH / CONTRACTING/GRANTS OFFICER TEL: (919) 549-4237 EMAIL: matthew.r.lync.civ@army.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 14-Mar-2025	

W911NF2410361

P00002

Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$2,099,118.00 from \$2,782,804.00 to \$683,686.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by \$2,099,118.00 from \$2,782,804.00 to \$683,686.00.

The total cost of this line item has decreased by \$2,099,118.00 from \$2,782,804.00 to \$683,686.00.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2024 TO 29-SEP-2028	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2024 TO 06-MAR-2025	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

(End of Summary of Changes)

EXHIBIT B

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

April 8, 2025

Tracy Bourassa
UNIVERSITY OF MASSACHUSETTS LOWELL
600 Suffolk St Ste 212
Lowell, Massachusetts 01854-3643

Dear Recipient:

Effective immediately, the U.S. Department of Homeland Security (DHS) hereby terminates the Award Number **21STFRG00018** (Award) to end all work.

Pursuant to 2 C.F.R. § 200.340(a)(2) and the terms and conditions of your award, DHS has determined that the scope of work performed under this award no longer effectuates the program goals and the Department's priorities. UNIVERSITY OF MASSACHUSETTS LOWELL must cease all federally funded work under this Award and any costs incurred for such work on or after the date of this letter will be unallowable.

DHS has identified through the Payment Management System (PMS) that the remaining, unobligated federal funding authorized for this Award is **\$163,413**. As such, DHS intends to reduce the amount of approved federal funding for the Award by this amount. All other terms and conditions remain unchanged.

Effect of Termination

In accordance with 2 C.F.R. § 200.340(a)(2), 2 C.F.R. § 200.343, and the terms and conditions of your award, this termination is effective 30 days after the date of this notice on **May 8, 2025**. Any costs incurred after **04/08/2025** - the date of this notice of termination - are not allowable, unless they are expressly authorized by DHS. If UNIVERSITY OF MASSACHUSETTS LOWELL believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs by 5:00 p.m. ET on **05/08/2025**. Costs resulting from financial obligations which were properly incurred by UNIVERSITY OF MASSACHUSETTS LOWELL before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the award not been terminated.

To facilitate our review of the final disposition of your award, please submit your expenditure information in the following format:

Expenditure Summary	
1. Total Funds Drawn Prior to February 2025	\$
2. Total Termination/Closeout Costs (Inclusive of Any Outstanding/Pending PMS Payments, if applicable) *	\$
3. Total Remaining Balance to be de-obligated	\$

*Please itemize the following and indicate the total in the chart above:

- date, amount and programmatic justification for any outstanding/pending PMS payment requests
- amount and justification for any allowable programmatic expenditures that occurred through 04/08/2025 for which a payment request has *not yet* been submitted.

Only allowable expenses are eligible for reimbursement.

Once the final termination/closeout costs have been reviewed, negotiated and approved, you will be notified how and when to submit your final payment request in PMS. Please do not submit any more payment requests in PMS until notified.

If you wish to object to the termination of this award, you may challenge the termination in writing and provide any information or documentation relevant to your challenge. You must submit any written objections no later than 5:00 p.m. ET on **05/08/2025**. There will be no other opportunity to appeal this action to DHS.

Grant Closeout

Once the termination of your award is final, you must closeout your award in accordance with the Closeout Procedures reflected in 2 C.F.R. § 200.344 and the terms and conditions of the grant award. A final Federal Financial Report and a final progress report are due no later than 120 calendar days after the termination of your award.

Please be aware of the following as you prepare to close out the grant project:

1. All grant funded activities must end on the notice of termination date effective **04/08/2025**.
2. The contents of the Final Program report should follow the guidance reflected under Article I(G) of the terms and conditions of the grant agreement and be **submitted via email to the Grants Officer listed in your NOA**.
3. The Final Financial Report should be completed on the Federal Financial Report form (SF-425) – see report form and instruction link below for your convenience. This report must be signed by the Chief Fiscal Officer, or an officer with a comparable function and be **submitted via email to the Grants Officer listed in your NOA**.
SF-425 Form
<https://apply07.grants.gov/apply/forms/sample/SF429B-V1.0.pdf>

SF-425 Instructions
https://apply07.grants.gov/apply/forms/instructions/SF425_3_0-V3.0-Instructions.pdf
4. All obligations incurred under this Award must be liquidated no later than 120 calendar days after the termination of your award, unless you are granted an extension.
5. All unobligated cash balances must be promptly returned to the Federal government.

6. The final financial report should not reflect unliquidated obligations; and
7. If applicable, the Recipient must account for any property (real or otherwise) or equipment acquired with Federal funds under the Award. The Recipient must also submit a Final Inventory list of all individual pieces of equipment purchased with Federal funds under this Award and request disposition instructions.

SF-428-b Final Tangible Personal Property Report

<https://apply07.grants.gov/apply/forms/sample/SF429B-V1.0.pdf>

SF-428S Supplemental Form and Instructions

<https://apply07.grants.gov/apply/forms/sample/SF428S-V1.0.pdf>

All Final reports **may be submitted electronically to your Grant Officer via email**. Once the reports are reviewed and accepted, the Department will provide you with final disposition instructions for this Award.

Reimbursements for services performed through **04/08/2025** and any applicable closeout costs, are contingent upon approval of reimbursement requests by the DHS. Additionally, the closeout of your award does not affect the ability of DHS to make post-closeout adjustments as authorized by 2 C.F.R. § 200.345, including the ability to disallow costs and recover funds on the basis of a later audit or other review.

Thanks for your partnership with the Department of Homeland Security.

Sincerely,

Stephanie Dawkins

Grants Management Officer

Office of Procurement Operations

Office of the Chief Procurement Officer

U.S. Department of Homeland Security

EXHIBIT C



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Mr. Jason Reisfeld

University of Massachusetts, Amherst

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. HAA28780422) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 1, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Jason Reisfeld

From: Grant Notification <Grant_Notifications@nehemail.onmicrosoft.com>
Sent: Wednesday, April 2, 2025 11:35 PM
To: Jason Reisfeld
Subject: Notice of Grant Termination – Effective April 2, 2025
Attachments: Notice of Grant Termination_HAA28780422.pdf; Notice of Grant Termination_HAA28780422.pdf

You don't often get email from grant_notifications@nehemail.onmicrosoft.com. [Learn why this is important](#)

Mr. Jason Reisfeld,

We regret to inform you that your NEH grant has been terminated. Please see the attached grant termination notice.

With Regards,
Michael McDonald
Acting Chairman, National Endowment for the Humanities

EXHIBIT D

May 5, 2025



UNITED STATES DEPARTMENT OF COMMERCE
**National Oceanic and Atmospheric
Administration**
ACQUISITION AND GRANTS OFFICE

Kristy Reese
University of Massachusetts Amherst
101 Commonwealth Ave
Amherst MA 01003-9252

Re: NOAA Award Number NA24NOSX420C0012: "Assessing the Ecological and Socio-Economic Efficacy of Nature-Based Infrastructure in Enhancing Climate Resilience: A Case Study of Connecticut's National Estuarine Reserve"

Dear Ms. Reese,

The purpose of this letter is to notify you that the U.S. Department of Commerce (the "Department") will cease funding for Award Number NA24NOSX420C0012, through the National Oceanic and Atmospheric Administration ("NOAA"), pursuant to the terms and specific award conditions set forth in your award and Section 200.340 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), which govern this award of Federal financial assistance.

As part of efforts to streamline and reduce the cost and size of the Federal Government, the Department has arrived at this decision after a careful and individualized review of your grant award and consideration of its continued relevance to NOAA program objectives. The text of the controlling specific award condition at issue provides as follows: "Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce." See Notice of Award, Section III, Special Terms, Multi-Year Award (emphasis added). Further, under 2 C.F.R Section 200.340 – Termination, "[t]he Federal award may be terminated in whole or in part as follows. . . (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

After reviewing your award in light of relevant program goals and objectives and agency priorities, the Department has concluded that the award activities and projects are neither aligned with advancing NOAA's objectives, nor relevant to the focus of the Administration's priorities and program goals. Specifically, NOAA has concluded that this project prioritizes theoretical (and politically driven) research and advocacy, rather than affecting actionable solutions for the Connecticut National Estuarine Research Reserve. The project aims to give a holistic understanding of the area, rather than providing specific, measurable deliverables.

In sum, the Department is terminating Federal financial support for this award effective May 5, 2025. Should you decide to continue project activities beyond this date, you do so at your own risk and will not be reimbursed for any project costs incurred after May 5, 2025. You will be notified in writing concerning close-out instructions for this award.

Respectfully,
CARRIGAN.TIMOTHY.G
EORGE.1622020927
Acting Director

Digitally signed by
CARRIGAN.TIMOTHY.GEORGE.1622020927
Date: 2025.05.05 15:01:33 -0400

NOAA Grants Management Division

EXHIBIT 28

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF
MANAGEMENT AND BUDGET, et al.,

Defendants.

C.A. No. 1:25-cv-11816-IT

DECLARATION OF MATTHEW J. GORZKOWICZ

I, Matthew J. Gorzkowicz, hereby depose and state as follows:

1. I am the Secretary of the Executive Office for Administration and Finance (A&F) for the Commonwealth of Massachusetts. I have held that position since January 5, 2023. As A&F Secretary, I am primarily responsible for developing, administering, and controlling the finances of the Commonwealth. Through this work, I and my staff assist the executive agencies in Massachusetts with their budgets and have insight into their finances, including federal funding streams.

2. I make this declaration as a representative of A&F in part based on the business records of the Commonwealth of Massachusetts and in part based on my personal knowledge and experience. In my official capacity and based on my personal knowledge and other sources of information I have obtained and reviewed in that official capacity, I am familiar with, and if called upon to do so would be competent to testify to, the facts and circumstances set forth herein.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (together, the "Clause").

4. Several Massachusetts state agencies have had grants terminated by the federal Agency Defendants citing the Clause, including but not limited to the following examples:

- a. On March 7, 2025, the U.S. Department of Agriculture (USDA) cited the Clause to terminate a grant awarding the Massachusetts Department of Agricultural Resources (MDAR) approximately \$6.4 million under the Local Food Purchase

Assistance 2025 Cooperative Agreement Program (LFPA25). A copy of the termination notice associated with this grant is attached as **Exhibit A**.

- b. Also on March 7, 2025, USDA cited the Clause to terminate a cooperative agreement that had made a funding opportunity available to the Massachusetts Department of Elementary and Secondary Education in the amount of \$12.1 million under the Local Food for Schools and Child Care Cooperative (LFSCC) program. A copy of the termination notice associated with this grant is attached as **Exhibit B**.
- c. On March 31, 2025, the U.S. Environmental Protection Agency (EPA) cited the Clause to terminate a \$1 million grant to the Massachusetts Department of Public Health under the EPA's Environmental Justice Government-to-Government Program (EJG2G). A copy of the termination memorandum associated with this grant is attached as **Exhibit C**.
- d. On May 22, 2025, the U.S. Department of Labor (USDOL) cited the Clause to terminate approximately \$1.6 million in funding to the Massachusetts Department of Unemployment Assistance within the Executive Office of Labor and Workforce Development under Unemployment Insurance Program Letter No. 11-23. A copy of the termination letter associated with this funding is attached as **Exhibit D**.

5. In addition, several Massachusetts state agencies have active grants with certain Agency Defendants who have repeatedly used the Clause to terminate other grants. For example, Massachusetts has received around \$30 million of discretionary grants through USDA's Forestry Service, including to fund wildfire prevention, over the course of the last five years.

Massachusetts state agencies also have active grants with the U.S. Department of Commerce, U.S. Department of Defense, U.S. Environmental Protection Agency, U.S. Department of

Homeland Security, U.S. Department of Justice, the U.S. Department of Labor, and the Federal Emergency Management Agency. These grants total millions of dollars and support important state services and projects, including (without limitation) highway and road improvement projects, transportation, unemployment assistance, and other important initiatives impacting the health, welfare, environment, and economic stability of the Commonwealth.

6. In addition to currently active grants, Massachusetts has pending grant applications with certain Agency Defendants who have repeatedly used the Clause to terminate other grants, including U.S. Department of Agriculture, U.S. Department of Commerce, U.S. Environmental Protection Agency, U.S. Department of Homeland Security, U.S. Department of Justice, the U.S. Department of Labor, and the Federal Emergency Management Agency.

7. Finally, Massachusetts is likely to apply for grants in the future from certain Agency Defendants who have repeatedly used the Clause to terminate other grants, including U.S. Department of Agriculture, U.S. Department of Commerce, U.S. Department of Defense, U.S. Environmental Protection Agency, U.S. Department of Homeland Security, U.S. Department of Justice, the U.S. Department of Labor, and the Federal Emergency Management Agency.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 31st day of July, 2025, in Boston, Massachusetts

/s/ 
Matthew J. Gorzkowicz
Secretary of Administration and Finance for the
Commonwealth of Massachusetts

EXHIBIT A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Ashley Randle
Deputy Commissioner
Massachusetts Department of Agricultural Resources
100 Cambridge St, Suite 900, Boston, MA 02114-2534*

Subject: Termination Notice for Agreement No. AM25LFPA0000C061 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Massachusetts Department of Agricultural Resources will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT B



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Julia Jou
Budget Director
Massachusetts Department of Elementary and Secondary Education
135 Santilli Hwy, Everett, MA 02149*

Subject: Termination Notice for Agreement No. AM25CPLFS000C036 for the project titled, Local Food for Schools and Child Care Cooperative Agreement (LFSCC)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Massachusetts Department of Elementary and Secondary Education will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

Local Food for Schools (LFS) agreements that were in place prior to LFSCC will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFS for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to mrp.ams.lfs@USDA.gov.

Sincerely,
Erin Morris
Associate Administrator

EXHIBIT C



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

March 31, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement AK-00A01236 under 2 CFR 200.340

FROM: Arthur Johnson, Region 1 EPA Award Official **ARTHUR JOHNSON**

Digitally signed by
ARTHUR JOHNSON
Date: 2025.03.31
14:00:05 -0400

TO: Eileen Sullivan, Chief Operating Officer
Massachusetts Department of Public Health

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. AK-00A01236 awarded to Massachusetts Department of Public Health. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 C.F.R. § 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 C.F.R. § 200.344(a)):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344 & 345 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(e).

Also, per 2 C.F.R. § 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Alison Newman, newman.alison@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, johnson.arthur@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 C.F.R. § 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 C.F.R. § 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Katonya Parker, EPA Grant Specialist
 Joshua Dibble, EPA Project Officer
 Erica Marshall, Project Manager

EXHIBIT D

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000029

May 22, 2025

Mark Costello
Chief of Staff
Massachusetts Executive Office of Labor and Workforce Development
19 Staniford Street
Boston, MA 02114-2502

Dear Mr. Costello:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000029, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 29

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816-IT

DECLARATION OF NATHAN R. MACKINNON

I, Nathan R. Mackinnon, declare under the penalty of perjury pursuant to 28 U.S.C.

§ 1746 that the foregoing is true and correct:

1. I am a resident of the Commonwealth of Massachusetts. I am over the age of 18.

If called as a witness, I would testify competently to the matters set forth below.

2. Since May 2021, I have been employed by the Commonwealth of Massachusetts as Executive Director at the Massachusetts Association of Community Colleges (“MACC”), a voluntary association of the Massachusetts Community Colleges and their Presidents and an instrumentality of the Commonwealth. Previously I have served as Assistant Commissioner and Chief of Staff for the Massachusetts Department of Higher Education.

3. As Executive Director of MACC, I have personal knowledge of the matters set forth below or have knowledge of the matters based on my consultation with, or review of relevant information provided to me by Massachusetts Community Colleges staff.

4. Within the Commonwealth of Massachusetts, the system of public higher education includes three segments: the University of Massachusetts segment which consists of

five campuses; the State Universities segment which consists of nine state universities; and the Community College segment which consists of fifteen community colleges - Berkshire Community College, Bristol Community College, Bunker Hill Community College, Cape Cod Community College, Greenfield Community College, Holyoke Community College, Massachusetts Bay Community College, Massasoit Community College, Middlesex Community College, Mount Wachusett Community College, North Shore Community College, Northern Essex Community College, Quinsigamond Community College, Roxbury Community College, and Springfield Technical Community College (together the "Community Colleges"). M.G.L. c. 15A, Section 5.

5. The Community Colleges are the largest Massachusetts public higher education segment with over 75,000 students in credit-bearing programs as well as tens of thousands of students in non-credit and workforce training programs.

6. The Commonwealth of Massachusetts Board of Higher Education provides oversight and coordination for the Community College segment, and has approved the following mission for them: "The fifteen Massachusetts Community Colleges offer open access to high quality, affordable academic programs, including associate degree and certificate programs. They are committed to excellence in teaching and learning and provide academic preparation for transfer to four-year institutions, career preparation for entry into high demand occupational fields, developmental coursework, and lifelong learning opportunities. Community Colleges have a special responsibility for workforce development and through partnerships with business and industry, provide job training, retraining, certification, and skills improvement. In addition, they assume primary responsibility, in the public system, for offering developmental courses, programs, and other educational services for individuals who seek to develop the skills needed to

pursue college-level study or enter the workforce. Rooted in their communities, the colleges serve as community leaders, identifying opportunities and solutions to community problems and contributing to the region's intellectual, cultural, and economic development. They collaborate with elementary and secondary education and work to ensure a smooth transition from secondary to post-secondary education. Through partnerships with baccalaureate institutions, they help to promote an efficient system of public higher education. The community colleges offer an environment where the ideas and contributions of all students are respected. Academic and personal support services are provided to ensure that all students have an opportunity to achieve academic and career success. No eligible student shall be deprived of the opportunity for a community college education in Massachusetts because of an inability to pay tuition and fees."

See <https://www.mass.edu/system/aboutsystem.asp>.

7. The Community Colleges are funded by a combination of funds from the Commonwealth of Massachusetts and the United States government along with student fees and private foundation funding.

8. I submit this Declaration in support of the Plaintiff States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

9. The Community Colleges have had at least one grant terminated pursuant to the Clause, including, by way of example:

- a. On May 9, 2025, the National Science Foundation ("NSF") cited the Clause to terminate a \$699,994 grant to Massachusetts Bay Community College for the

“NSF iUse MassBay STEM Institution for Inclusive Pedagogy.” NSF cited this Clause and terminated that grant based on new agency priorities not contemplated at the time of the grant award. Specifically, the termination stated that “NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled ‘Termination and Enforcement,’ on the basis that they no longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.” A copy of the termination letter associated with this funding is attached as **Exhibit A**.

10. Several of the Community Colleges have current grants with Agency Defendants who have repeatedly used the Clause to terminate similar grants, including, but not limited to:
 - a. **NSF**. The Community Colleges have received at least \$1,921,282 in grants from NSF that are currently active.
 - b. **U.S. Department of Agriculture (“USDA”)**. The Community Colleges have received at least \$226,581 in grants from USDA that are currently active.
 - c. **U.S. Department of Commerce (“Commerce”)**. The Community Colleges have received at least \$1,469,410 in grants from Commerce that are currently active.
 - d. **U.S. Department of Justice (“DOJ”)**. The Community Colleges have received at least \$145,070 in grants from DOJ that are currently active.
 - e. **U.S. Department of Labor (“DOL”)**. The Community Colleges have received at least \$6,553,607 in grants from DOL that are currently active.

11. In addition to currently active grants, several Community Colleges have pending grant applications with certain Agency Defendants who have repeatedly used the Clause to terminate similar grants, including the Environmental Protection Agency and the National Science Foundation.

12. Finally, the Community Colleges are likely to apply for grants in the future from Agency Defendants who have repeatedly used the Clause to terminate similar grants, including, but not limited to National Endowment for the Humanities, NSF, DOL, and DOJ.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of July, 2025.

A handwritten signature in blue ink, appearing to read "Nathan R. Mackinnon", is written over a horizontal line.

Nathan R. Mackinnon
Executive Director
Massachusetts Association of Community Colleges

EXHIBIT A



Exhibit A

Notice from National Science Foundation

From NSF Grants <grants005@nsf.gov>
Date Fri 5/9/2025 10:08 AM
To Edward, Marcus <medward@massbay.edu>
Cc mshia@massbay.edu <mshia@massbay.edu>

U.S. National Science Foundation Division of Grants and Agreements
2415 Eisenhower Avenue
Alexandria, Virginia 22314
(703) 292-8210

05/09/2025

Marcus Edward
Vice President for Finance & Administration
Massachusetts Bay Community College
medward@massbay.edu

Dear Marcus Edward:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current NSF priorities.

Effective immediately, the following are terminated:

NSF Award Id
2110684

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director
Office of Budget Finance and Award Management (BFA)

Division of Grants and Agreements (DGA)

EXHIBIT 30

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JENNIFER L. FLOOD

I, JENNIFER L. FLOOD declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am State Budget Director at the Michigan State Budget Office. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my role as the State Budget Director, I serve as the governor's advisor on fiscal matters and coordinate all executive budget activities, including development of the executive budget recommendation, presentation to the Legislature, and implementation of the budget after enactment.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Michigan has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On July 21, 2025, Defendant U.S. Department of Homeland Security (DHS) cited the Clause to terminate the remainder of a \$425,845 award to the Michigan State Police for the Targeted Violence and Terrorism Prevention Program. The termination notice is attached as Exhibit 1. In the termination notice, DHS specifically identifies that the award was terminated based on new priorities, listing “enforcing immigration laws, securing the border, and combating anti-Semitism” as the agencies “current priorities.”
- b. On May 22, 2025, Defendant U.S. Department of Labor (DOL) cited the Clause to terminate the remainder of a \$6,779,261 award to the Michigan Department of Labor and Economic Opportunity for the American Rescue Plan Act Unemployment Insurance Equity grant. The termination notice is attached as Exhibit 2. In citing the Clause, DOL terminated this award based on new agency priorities not contemplated at the time of the grant.
- c. On March 7, 2025, Defendant U.S. Department of Agriculture (USDA) cited the Clause to terminate an entire \$18,000,000 award to the Michigan Department of Education for the Local Food for Schools and Child Care Cooperative Agreement. The termination notice is attached as Exhibit 3. In citing the Clause, USDA terminated this cooperative agreement based on new agency priorities not contemplated at the time of the grant.
- d. On March 7, 2025, Defendant U.S. Department of Agriculture cited the Clause to terminate an entire \$11,660,000 award to the Michigan Department of Education for the Local Food Purchase Assistance 2025 Cooperative Agreement. The termination notice is attached as Exhibit 4. In citing the Clause, USDA terminated this cooperative agreement based on new agency priorities not contemplated at the time of the grant.

5. Michigan has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Effective June 24, 2025, Defendant U.S. Department of Labor (DOL) added the Clause to every one of the 32 grants that Michigan’s Department of Labor and Economic Opportunity currently receives from DOL.
- b. The Michigan Department of Environment, Great Lakes, and Energy’s current \$12,200,000 Performance Partnership Grant with Defendant U.S. Environmental Protection Agency, which supports administration of the National Pollutant

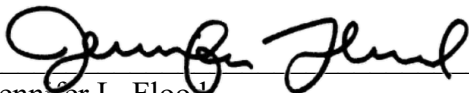
Discharge Elimination System, Storm Water Permits Program, and Surface Water Restoration and Protection Programs, is subject to the Clause.

6. Michigan has pending grant applications with Defendants that, if awarded, could be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On July 11, 2025, Michigan's Department of Environment, Great Lakes, and Energy applied for a Public Water System Supervision (PWSS) grant in the amount of \$5,287,035.41 to help implement the Safe Drinking Water Act with Defendant U.S. Environmental Protection Agency, and that application remains pending.
- b. Between July 11, 2025, and July 15, 2025, Michigan's Department of Environment, Great Lakes, and Energy applied for six grant awards totaling \$24,236,000 to address emerging contaminants with Defendant U.S. Environmental Protection Agency, and those applications remain pending.
- c. Between November 14, 2024, and July 7, 2025, Michigan's Department of Energy, Great Lakes, and the Environment applied for five grant awards totaling \$5,727,818 for the revitalization and economic development of brownfields sites with Defendant U.S. Environmental Protection Agency, and those applications remain pending.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of July, 2025, in Lansing, Michigan.



Jennifer L. Flood
Michigan State Budget Director

Exhibit A



**Homeland
Security**

July 21, 2025

Michigan State Police
PO Box 30634
Lansing, Michigan 48909

Re: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award

Grant Number: EMW-2023-GR-00015
Award Amount: \$425,845

Dear Michigan State Police:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Targeted Violence and Terrorism Prevention (TVTP) Program grant award identified above, effective immediately. From the date of receipt of this letter – July 21, 2025 – your organization is not permitted to incur any additional costs under this award.

DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the Targeted Violence and Terrorism Prevention Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the Targeted Violence and Terrorism Prevention Grant Program identified in the award's respective Notice of Funding Opportunity. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS's current focus do not effectuate the agency's current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. § 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of receipt of this letter and promptly refunding any funding paid to date that exceeds the amount set forth in your final federal financial report. During the closeout process, your final federal

Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Page 2

financial report must include all allowable costs incurred before the date of receipt of this letter but must not include costs incurred after the date of receipt of this letter.

If Michigan State Police believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs within seven days of this letter. Costs resulting from financial obligations related to the terminated portion of the Award which were properly incurred by Michigan State Police before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the portion of the Award not been terminated.

DHS/FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, DHS/FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of this Termination Notice are necessary, allocable, and reasonable. DHS/FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, DHS/FEMA determines that the total allowable costs exceed the amount paid to date, then DHS/FEMA will make a final payment for that difference. DHS/FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant award based on any later post-closeout audit or review.

The decision by DHS/FEMA to terminate your award is **not appealable**. DHS/FEMA is available to respond to any questions you may have. Please send all information and communications regarding this notification to the email address from which you received this letter, copying TVTPGrants@hq.dhs.gov.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Pratt', with a stylized flourish at the end.

Christopher C. Pratt
Senior Official Performing the Duties of Under Secretary
U.S. Department of Homeland Security

Exhibit B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI387862255A26

May 22, 2025

Jennifer Tebedo
Director, Office of Grants and Acquisition
Michigan Department of Labor and Economic Opportunity
2501 Woodlake Cir
Okemos, MI 48864-5913

Dear Ms. Tebedo:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI387862255A26, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Diane Golzinski
Director
Michigan Department of Education
608 W Allegan Street, Lansing, MI 48933-1524*

Subject: Termination Notice for Agreement No. AM25CPLFS000C022 for the project titled, Local Food for Schools and Child Care Cooperative Agreement (LFSCC)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Michigan Department of Education will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

Local Food for Schools (LFS) agreements that were in place prior to LFSCC will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFS for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to mrp.ams.lfs@USDA.gov.

Sincerely,
Erin Morris
Associate Administrator

Exhibit D



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Diane Golzynski
Director
Michigan Department of Education
608 W Allegan St, Lansing, MI 48933-1524*

Subject: Termination Notice for Agreement No. AM25LFPA0000C126 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and Michigan Department of Education will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 31

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF SHAWN KREMER

I, Shawn Kremer, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Chief Financial Officer (CFO) of the Minnesota Department of Public Safety (DPS). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As the CFO at DPS, I oversee agency financial and administrative functions, including agency grant policies and procedures. I have held this role since 2021.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. Minnesota has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

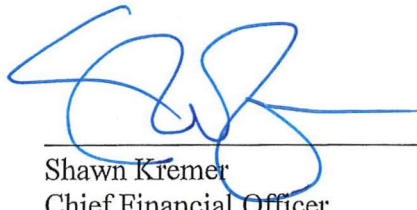
- a. DPS received a \$1,524,374 grant through the FY22 Internet Crimes Against Children (ICAC) Task Force from the U.S. Department of Justice (DOJ). This funding helps DPS support over 140 local law enforcement agencies identify, investigate, apprehend, and prosecute predatory offenders who use the internet to target and victimize children for sexual purposes. Since 2016, there has been an over 1000% increase in reported cyber tips. In 2024, Minnesota's ICAC Task Force received 12,595 cyber tips. As of July 24, 2025, the task force has received 9,241 tips for 2025. Termination of funding for Minnesota's ICAC Task Force would severely impact the state's ability to investigate internet crimes against children.
- b. DPS receives annual Violence Against Women Act (VAWA) grants from DOJ, including the FY24 VAWA Grant in the amount of \$2,895,502. These funds support projects to strengthen the criminal justice response to domestic violence, sexual assault, dating violence, and stalking; help Tribes respond to violence against women; and provide victim advocacy services in Minnesota. VAWA funds are used to improve the criminal justice system's ability to respond to domestic violence and sexual assault with projects that strengthen the coordinated community response to sexual assault, develop lethality risk assessments for law enforcement, and provide training to sexual assault nurse examiners, prosecutors, and judges. Without the VAWA funds, responders to sexual assault and domestic violence would not have the knowledge, skills or tools needed to respond effectively to ensure safety in Minnesota. In 2024, 1,920 victims were served with the victim services portion of VAWA funds, through the Crime Victim Services grant program, which includes emergency shelter, assistance filing protection orders, safety planning, and meeting emergency needs. Loss of VAWA funding could lead to victim service programs closing and worse outcomes for victims, including increased risk of homelessness and death.

5. Minnesota has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On June 26 2025, DPS submitted its application for the FY25 Violence Against Women Act – Services, Training, Officers, Prosecutors (VAWA-STOP) grant, and that application is pending award from the DOJ. Minnesota expects to receive \$3,120,819 in response to that application. As noted above, these funds are used to improve the criminal justice system's ability to respond to domestic violence and sexual assault. Without the VAWA STOP funds, responders to sexual assault and domestic violence would not have the knowledge, skills, or tools needed to respond effectively to ensure safety in Minnesota.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29 day of July, 2025, in Saint Paul, Minnesota.

A handwritten signature in blue ink, appearing to be 'SK', is written over a horizontal line.

Shawn Kremer
Chief Financial Officer
Minnesota Department of Public Safety

EXHIBIT 32

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF AHNA MINGE

I, Ahna Minge, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am State Budget Director at Minnesota Management and Budget. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my role, I work with state agencies on fiscal policy, program review, performance management, and developing and monitoring state agency budgets.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. Minnesota has had grants terminated pursuant to the Clause, including, but not limited to:
 - a. On April 22, 2025, Defendant United States Department of Justice cited the Clause to terminate a \$1,999,963.00 award to the Minnesota Department of Education for the Preventing School Violence: BJA's STOP School Violence Program grant, which supports schools across Minnesota in creating safe learning environments by training school personnel on preventing school violence, developing and implementing multidisciplinary behavioral threat assessments,

and deploying specialized training for law enforcement officers in schools. In citing the Clause, Defendant United States Department of Justice terminated the grant based on new agency priorities not contemplated at the time of the grant. As a result of the termination, the Minnesota Department of Education issued a stop work order to its community subcontractors, including a local school district.

5. Minnesota is likely to apply for grants from Defendants in the future.
 - a. In FY2024, Minnesota received \$1,611,339,000 from Defendant United States Department of Agriculture; in FY2025, Minnesota budgeted to receive \$2,467,335,000 from Defendant United States Department of Agriculture; and Minnesota estimates receipts of \$10,146,677,000 from Defendant United States Department of Agriculture between FY2026 and FY2029 based on the likelihood that Minnesota will apply for United States Department of Agriculture grants in the future. Defendant United States Department of Agriculture funding is needed to sustain a range of programs, including but not limited to invasive species management, food inspections, nutrition benefits, and support for farmers and other food producers.
 - b. In FY2024, Minnesota received \$92,896,000 from the Defendant United States Department of Defense; in FY2025, Minnesota budgeted \$95,354,000 from Defendant United States Department of Defense; and Minnesota estimates receipts of \$389,932,000 from Defendant United States Department of Defense between FY2026 and FY2029 based on the likelihood that Minnesota will apply for United States Department of Defense grants in the future. Defendant United States Department of Defense funding is needed to sustain a range of programs, including but not limited to Minnesota National Guard activities and science, technology, engineering, and mathematics (STEM) education for inner-city youth.
 - c. In FY2024, Minnesota received \$100,125,000 from Defendant United States Environmental Protection Agency; in FY2025, Minnesota budgeted \$387,010,000 from Defendant United States Environmental Protection Agency; and Minnesota estimates receipts of \$1,043,541,000 from Defendant United States Environmental Protection Agency between FY2026 and FY2029 based on the likelihood that Minnesota will apply for United States Environmental Protection Agency grants in the future. Defendant United States Environmental Protection Agency funding is needed to sustain a range of programs, including but not limited to support for energy infrastructure investments, pollution monitoring, contamination abatement, drinking water quality assessments, stormwater management, and pollution controls.
 - d. In FY2024, Minnesota received \$3,946,000 from the Defendant United States Department of Commerce; in FY2025, Minnesota budgeted \$9,664,000 from Defendant United States Department of Commerce; and Minnesota estimates receipts of \$21,568,000 from Defendant United States Department of Commerce between FY2026 and FY2029 based on the likelihood that Minnesota will apply for United States Department of Commerce grants in the future. Defendant United

States Department of Commerce funding is needed to sustain a range of programs, including but not limited to broadband access and coastal protections.

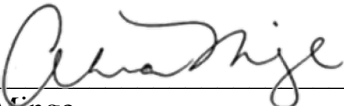
- e. In FY2024, Minnesota received \$48,389,000 from Defendant United States Department of Justice; in FY2025, Minnesota budgeted to receive \$96,468,000 from Defendant United States Department of Justice; and Minnesota estimates receipts of \$267,336,000 from Defendant United States Department of Justice between FY2026 and FY2029, based on the likelihood that Minnesota will apply for United States Department of Justice grants in the future. Defendant United States Department of Justice funding is needed to sustain a range of programs, including but not limited to support for juvenile offenders with mental health or substance use disorders, direct services for crime victims, and staff time for neighborhood safety and gang prevention.
- f. In FY2024, Minnesota received \$273,226,000 from Defendant United States Department of Homeland Security; in FY2025, Minnesota budgeted to receive \$237,284,000 from Defendant United States Department of Homeland Security; and Minnesota estimates receipts of \$939,600,000 from Defendant United States Department of Homeland Security between FY2026 and FY2029, based on the likelihood that Minnesota will apply for United States Department of Homeland Security grants in the future. Defendant United States Department of Homeland Security funding is needed to sustain a range of programs, including but not limited to the Minnesota State Dam Safety Program, the State Fire Training System, statewide emergency planning and hazard mitigation, and terrorism prevention.
- g. In FY2024, Minnesota received \$265,248,000 from Defendant United States Federal Emergency Management Agency; in FY2025, Minnesota budgeted to receive \$223,419,000 from Defendant United States Federal Emergency Management Agency; and Minnesota estimates receipts of \$878,395,000 from Defendant United States Federal Emergency Management Agency between FY2026 and FY2029, based on the likelihood that Minnesota will apply for United States Federal Emergency Management Agency grants in the future. Defendant United States Federal Emergency Management Agency funding is needed to sustain a range of programs, including but not limited to flood mitigation, the improvement of emergency management operations centers, and Homeland Security training in preparation for terrorism or catastrophic events.
- h. In FY2024, Minnesota received \$127,885,000 from Defendant United States Department of Labor; in FY2025, Minnesota budgeted to receive \$141,525,000 from Defendant United States Department of Labor; and Minnesota estimates receipts of \$557,807,000 from Defendant United States Department of Labor between FY2026 and FY2029, based on the likelihood that Minnesota will apply for United States Department of Labor grants in the future. Defendant United States Department of Labor funding is needed to sustain a range of programs, including but not limited to employment training for youth, veterans career

services, on the job training for seniors, and support for workers displaced by foreign trade.

- i. In FY2024, Minnesota received \$1,050,000 from Defendant United States National Endowment for the Arts; in FY2025, Minnesota budgeted to receive \$1,061,000 from Defendant United States National Endowment for the Arts; and Minnesota estimates receipts of \$4,244,000 from Defendant United States National Endowment for the Arts between FY2026 and FY2029, based on the likelihood that Minnesota will apply for United States National Endowment for the Arts grants in the future. Defendant United States National Endowment for the Arts funding is needed to sustain a range of programs, including but not limited to funding the Minnesota State Arts Board and arts programming in communities across the state.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 25th day of July, 2025, in Saint Paul, Minnesota.



Ahna Minge
State Budget Director

Exhibit A

From: [Office of Justice Programs](#)
To: [Sherrill, Darron \(He/Him/His\) \(MDE\)](#)
Subject: Notice of Award Termination
Date: Tuesday, April 22, 2025 4:30:16 PM

DOJ Seal



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15PBJA-23-GG-04378-STOP

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to OJP.Appeals@usdoj.gov, addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;

4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. *See id.* § 200.334.

(End of Notice)

You received this email because you are a current or previous Department of Justice grant applicant or award recipient. GovDelivery is providing this service on behalf of the Department of Justice and may not use your subscription information for any other purposes. For more information, review the [Department of Justice Privacy Policy](#) and the [GovDelivery Privacy Policy](#).

This email was sent to darron.sherrill@state.mn.us using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC



EXHIBIT 33

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF DIANE SAMUEL

I, Diane Samuel, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director, Research Administration Services & Compliance of the Desert Research Institute (DRI), Nevada's non-profit environmental research institution under the Nevada System of Higher Education. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my role as Director, Research Administration Services & Compliance, I oversee the administrative and compliance aspects of DRI's sponsored projects activities, including the administration of federal grants.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. DRI has had grants and subawards terminated by Defendants pursuant to the Clause, including, but not limited to:

- a. On February 21, 2025, Defendant U.S. Environmental Protection Agency (EPA) cited the Clause to terminate a grant award to prime recipient San Diego State University Foundation, on which DRI was a subrecipient in the amount of \$499,191. The project was titled “Special Purpose Activities Related to Environmental Justice, which focused on addressing environmental and public health issues in underserved communities.” In citing the Clause, EPA terminated the grant based on new agency priorities not contemplated at the time of the grant. A true and correct copy of the termination memorandum provided to DRI is attached to this Declaration as Exhibit A;
- b. On May 13, 2025, EPA cited the Clause to terminate a \$544,763 grant award made directly to DRI, for a project titled “Development, Implementation and Evaluation of Stakeholder-Driven Wildfire Smoke Monitoring and Messaging in Rural Nevada.” The goal of this project was to address air quality risks caused by wildfire smoke. In citing the Clause, EPA purported to terminate the grant based upon new, unstated agency priorities, without any explanation as to how or why the award allegedly is inconsistent with these new priorities. A true and correct copy of the termination memorandum received by DRI is attached to this Declaration as Exhibit B;
- c. Also on May 13, 2025, EPA cited the Clause to terminate a grant award to the prime recipient University of Nevada, Reno, a sister institution of the Nevada System of Higher Education. DRI was a subrecipient on this grant in the amount of \$644,021. The project was titled “An integrative approach for estimating children’s soil and dust ingestion rates, and had a goal to assess children’s chemical exposure and associated health risks.” In citing the Clause, EPA again purported to terminate the grant based upon new, unstated agency priorities, without any explanation as to how or why the award allegedly is inconsistent with these new priorities. A true and correct copy of the termination memorandum provided to DRI is attached to this Declaration as Exhibit C;

[Remainder intentionally blank]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 15th day of July, 2025, in Las Vegas, Nevada.



DIANE SAMUEL, Ph.D.

Director, Research Administration Services & Compliance

Exhibit A



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

February 21, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement XJ-98T65801 under 2 CFR 200.340

FROM: EPA Award Official

TO: Rick Gulizia, AVP, Research Support Services
San Diego State University Foundation

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. XJ-98T65801 awarded to San Diego State University Foundation. In accordance with 2 CFR 200.340(a)(2) (effective August 13, 2020 – September 30, 2024) and the Termination term and condition contained in the EPA General Terms and Conditions effective August 13, 2020 – September 30, 2024, EPA Assistance Agreement XJ-98T65801 is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

It is a priority of the EPA to eliminate discrimination in all programs throughout the United States. The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not support programs or organizations that promote or take part in diversity, equity, and inclusion ("DEI") initiatives, "environmental justice" initiatives, and conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the civil rights laws, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote or take part in DEI initiatives or environmental justice initiatives or other initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is therefore inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtfpc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), drake.kerry@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Truong.carolyn@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Katya Obrez
Dani Allen-Williams
Rebecca Lewison

Exhibit B



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

May 13, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement RD-84023601 under 2 CFR 200.340

FROM: EPA Award Official

TO: Diane Samuel, Director of Sponsored Projects and Compliance
Nevada System of Higher Education

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. RD-84023601 awarded to Nevada System of Higher Education. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO) is Mr. Michael Molina, Principal Deputy Assistant Administrator, Office of Mission Support. Mr. Molina must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, at Molina.Michael@epa.gov with a copy to the EPA Award Official, Mr. Devon Brown, Brown.Devon@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Brandon Pierce, EPA Grant Specialist
Serena Chung, EPA Project Officer
Kristin VanderMolen, Grantee Program Manager

Exhibit C



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

May 13, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement RD-84020901-4 under 2 CFR 200.340

FROM: EPA Award Official

TO: Karim Hussein, JD, Director, Sponsored Projects
to Board of Regents of the Nevada System of Higher Education

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. RD-84020901-4 awarded to Board of Regents of the Nevada System of Higher Education. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO) is Mr. Michael Molina, Principal Deputy Assistant Administrator, Office of Mission Support. Mr. Molina must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, at Molina.Michael@epa.gov with a copy to the EPA Award Official, Mr. Devon Brown, Brown.Devon@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Brandon Pierce, EPA Grant Specialist
Intaek Hahn, EPA Project Officer
Dr. Li Li, Grantee Program Manager

EXHIBIT 34

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF ROBERT ASARO-ANGELO

I, Robert Asaro-Angelo, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Commissioner of the New Jersey Department of Labor and Workforce Development (“NJDOL”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Commissioner of NJDOL, I have access to grant applications, comprehensive reports, and financial records that detail the allocation and distribution of state and federal funding within NJDOL.

3. The information in the statements set forth below were compiled through personal knowledge, through NJDOL personnel who have assisted in gathering this information, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and

conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

DEPARTMENT OF LABOR

5. NJDOL had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, Defendant U.S. Department of Labor (“DOL”) cited the Clause to terminate three DOL grants awarded to NJDOL for modernization of its unemployment insurance systems: (1) a FY2023 ARPA Unemployment Insurance Integrity Grant for \$2,609,000; (2) a FY2023 ARPA IT Modernization Grant for \$11,250,000; and (3) an ARPA Unemployment Insurance Equity Grant for \$6,840,000. Exhibit A (example of one termination letter). New Jersey received identical letters citing the Clause and terminating the three ARPA grants because they “no longer effectuate[] the U.S. Department of Labor’s (Department) priorities for its grant funding.” The ARPA grants were intended to improve the system used to make unemployment insurance claims and move it to a cloud-based system, and to hire investigatory staff to identify fraud in the unemployment insurance program. With the termination of these grants, NJDOL will be unable to make critical security updates, system improvements, and program expansions.
- b. In citing the Clause, DOL terminated these grants based on new agency priorities not contemplated at the time the grant was awarded.

6. NJDOL also has numerous current grants with DOL that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On September 26, 2024, DOL awarded the New Jersey Department of Labor and Workforce an OSHA Consultation Grant for \$1,898,700. On September 27, 2024, DOL awarded NJDOL a PEOSH grant for \$2,234,000. These awards are used to fund on-site safety and health consultation services to private and public employers in order to identify potential hazards and improve safety in their workplaces, and to provide protection for New Jersey public sector workers through enforcement of occupational safety and health standards. Termination of these grants would place both public and private workers in jeopardy. There is no guarantee that NJDOL would be able to obtain other funding to sustain these programs. Without this grant funding, New Jersey would have to reduce, if not eliminate entirely, enforcement and consultation programs to protect public workers, and the consultation program to protect public and private workers, risking the safety and health of all.

7. NJDOL is likely to apply for grants from DOL in the future:
 - a. NJDOL will apply for an OSHA Consultation Grant and a PEOSH grant funded by DOL with an anticipated start date of October 1, 2025.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 17th day of July, 2025, in Trenton, New Jersey.

A handwritten signature in black ink, appearing to read "R. Asaro Angelo", is written over a horizontal line.

Robert Asaro Angelo

Commissioner

New Jersey Department of Labor and Workforce
Development

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A55UB000007

May 22, 2025

Robert Asaro-Angelo
Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 110
1 John Fitch Plaza -13th Floor
Trenton, NJ 08625-0110

Dear Mr. Asaro-Angelo:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A55UB000007, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 35

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF CARIN BERKOWITZ

I, Carin Berkowitz, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Executive Director of the New Jersey Council for the Humanities (“NJCH”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. My role is to oversee NJCH’s governance, programming, finances, and strategy and to keep its Board of Trustees and its funders apprised of NJCH’s work such that they can support and make informed decisions regarding the organization.

3. The information in the statements set forth below were compiled through personal knowledge, through NJCH personnel who have assisted in gathering this information from our organization, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

NATIONAL ENDOWMENT FOR THE HUMANITIES

5. NJCH has had grants terminated by Defendant the National Endowment for the Humanities (“NEH”) pursuant to the Clause, including, but not limited to:

- a. On April 2, 2025, NEH cited to the Clause to terminate a grant award for \$3,530,606 to NJCH which was used to support NJCH’s operations, including by making subawards to recipients from New Jersey’s NEH formula funds and sponsoring public programming throughout the State. *See* Exhibit A. NEH stated that the grant was terminated because it “no longer effectuates the agency’s needs and priorities.” NEH did not identify as a basis for the termination of the grant any “agency priorities” that were in effect at the time of the grant award, and NJCH had received no critical feedback on the basis of its regular reporting to the Agency.
- b. Specifically, NEH’s April 2nd termination letter said:

Your grant no longer effectuates the agency’s needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in 2CFR§200.340. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President’s agenda. The President’s February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See* Commencing the Reduction of the Federal Bureaucracy, E.O. 14217 (Feb. 19, 2025). Your grant’s immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.
[Exhibit A.]

- c. On June 25, 2025, a day after the complaint in the present litigation was filed, NJCH received a letter from NEH “rescind[ing] the official termination letter issued to [NJCH] on April 2, 2025.” *See* Exhibit B. The June 25th letter advised NJCH that it could “continue approved activities” under the grant and that the “[t]erms and conditions issued with the award remain in effect,” along with the “budget and work plan approved with the award.” Exhibit B.

- a. The June 25th letter advised NJCH that NEH is now “funding at a 20 percent allocation” and NJCH’s award was reduced from \$1,479,463 (as stipulated by the Continuing Resolution which set NJCH’s funding level for FY2025 as equal to FY2024) to \$630,672 for FY2025. Although NJCH has already expended and been reimbursed for \$650,678 for FY2025, NEH has decided that NJCH “is not required to return any funds to NEH” in order “to avoid placing the council in debt to the federal government.” Exhibit B. The letter notes that NJCH “may retain the full award amount.” Exhibit B. However, this “full award amount” is the new amount of \$630,672, not the original \$1,479,463 that NJCH had been awarded by NEH in May, 2024. Given this, for FY2025, NJCH will not receive any additional award money from NEH under this grant and will not have access to the remaining \$828,785 that NJCH was originally awarded as part of the March 18, 2025 Continuing Resolution that appropriated FY24 funding levels for the full year to the NEH and to the state councils (who receive a direct appropriation underneath NEH).
- b. NJCH is harmed by NEH’s decision to reduce the grant award for FY2025 from \$1,479,463 to \$630,672. NJCH’s initial grant award was intended to expand access to the humanities across New Jersey, with special focus on programs for veterans and on citizen journalism programs via partnerships with New Jersey’s community colleges, on literacy programs, and on community history. NJCH’s community-college based work was designed with the idea that New Jersey community colleges reach all corners of the State, including its most rural (which are often least well served by humanities organizations), helping increase access with greater geographic dispersal of federal funds, as well as reach a broader set of audiences for the humanities in New Jersey’s rural south and northwestern corners. The reduction of NJCH’s grant to \$630,672 for FY2025 threatens programs and nonprofits across the state, as well as NJCH itself.
- c. In citing the Clause, NEH terminated this grant based on new agency priorities not contemplated at the time of the grant, and even though the Clause was not unambiguously incorporated into the grant’s terms and conditions.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 18th day of July, 2025, in Camden, New Jersey.



Carin Berkowitz
Executive Director
New Jersey Council for the Humanities

Exhibit A



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Dr. Carin Berkowitz

New Jersey Council for the Humanities

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. SO28987323) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit B



NATIONAL ENDOWMENT FOR THE HUMANITIES

OFFICE OF GRANT MANAGEMENT

June 25, 2025

Dr. Carin Berkowitz
Executive Director
New Jersey Council for the Humanities
336 Friends St
Camden, New Jersey 08102-1621

Federal Award ID Number: SO-289873-23

Dear Ms. Asmo,

NEH rescinds the official termination letter issued to the New Jersey Council for the Humanities on April 2, 2025. You may continue approved activities under the above-referenced Office of Federal/State Partnership fiscal year 2025 General Operating Support (GOS) grant. Terms and conditions issued with the award remain in effect. The budget and work plan approved with the award also remain in effect. Any costs incurred between April 2, 2025, and the date of this letter will be permitted as a cost incurred within the award period of performance.

For fiscal year 2025, the agency is funding at a 20 percent allocation pursuant to [20 U.S. Code § 960 - Authorization of appropriations](#)(1)(B). Your council's FY25 GOS award of \$650,678 exceeds this allocation. Under normal circumstances, NEH would be required to deobligate \$19,916.

However, because the funds were spent in accordance with the terms and conditions prior to the April 2 termination, and to avoid placing the council in debt to the federal government, the Acting Chairman has approved a waiver of any repayment or deobligation of funds. Therefore, your council is not required to return any funds to NEH, and your council may retain the full award amount.

Should you have any further questions, please contact Stefanie Walker (swalker@neh.gov), and the Office of Grant Management, via eGMS Reach messages.

Sincerely,

Richard Brundage
Director, Office of Grant Management

EXHIBIT 36

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF AMY CUHEL-SCHUCKERS

I, Amy Cuhel-Schuckers, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of Grants and Sponsored Research of The College of New Jersey (“TCNJ”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As Director of Grants and Sponsored Research, I provide vision for and oversee the Office of Grants and Sponsored Research, which supports research and grant development, pre-award and post-award grants management and administration, and research compliance. I promote a culture of grant seeking at TCNJ among faculty and staff, develop and maintain relationships with funders, and work to increase the visibility of TCNJ in the grants and sponsored research and research development communities.

3. The information in the statements set forth below were compiled through personal knowledge, through TCNJ personnel who have assisted in gathering this information from TCNJ, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

NATIONAL ENDOWMENT OF THE HUMANITIES

5. TCNJ has applied for grants with Defendant the National Endowment of the Humanities that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On May 6, 2025, TCNJ applied for a Promotion of the Humanities Teaching and Learning Resources and Curriculum Development grant, expected to begin in January 2026. The grant's performance period is from January 1, 2026 to December 31, 2026. If TCNJ is awarded this grant and it is later terminated, TCNJ's ability to create opportunities for students to use languages and linguistics in disciplines outside of the humanities would be severely harmed; the readiness of current and future students for a variety of employment options and active citizenship would be harmed by limiting their abilities to learn and utilize language in real-life and discipline-specific settings; the State of New Jersey would be harmed by TCNJ's inability to fully leverage the linguistic complexity of our state and region in the education of our students, the majority of whom are New Jersey residents; and the State of New Jersey would be further harmed by the lessening of the ability of our students to develop the global perspectives that are central to TCNJ's mission, and to the needs of the New Jersey and regional future employees.

DEPARTMENT OF LABOR

6. TCNJ is likely to apply for grants from Defendant the Department of Labor ("DOL") in the future that will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On December 18, 2024, TCNJ submitted a preliminary proposal (through a pass-through entity) for a Workforce Pathway for Youth grant funded by DOL with an anticipated start date of September 1, 2025. If TCNJ is awarded the Workforce Pathway for Youth grant and that award is later terminated, that termination would significantly impede New Jersey's efforts to establish and expand programs to prepare high school students for the workforce and higher education.

NATIONAL SCIENCE FOUNDATION

7. TCNJ has current grants with the National Science Foundation that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On June 5, 2025, the National Science Foundation awarded TCNJ a grant in the amount of \$2,533,968 for Collaborative Research: PRIMER – A Model to Strengthen the Research Enterprise at Predominantly Undergraduate Institutions. The performance period of this award is June 15, 2025 to May 31, 2030. TCNJ is the lead institution of this collaborative project, working together with the University of South Florida. Without this grant funding, the project would be terminated, constraining innovation and slowing down the development of future proposals that could advance national STEM priorities, including strengthening the research infrastructure. Graduate assistants, project managers, evaluators, instructional designers, undergraduate students, and staff would lose their jobs or paid work funded by this grant, and those who depart take their training and expertise with them, requiring new investment in recruitment and training. The loss of such personnel in STEM fields would have compounding effects, with fewer teachers and mentors to recruit and retain future talent. Moreover, this award supports innovation in post-award grant management that would directly affect our partner institution and at least 42 other institutions that stand to benefit from the approach this grant is designed to develop, test, and disseminate.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 16th day of July, 2025, in Ewing, New Jersey

/s Amy Cuhel-Schuckers

Amy Cuhel-Schuckers

Director of Grants and Sponsored Research

EXHIBIT 37

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JONATHAN GS KOPPELL

I, Jonathan GS Koppell, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President of Montclair State University (“Montclair”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. As President, I have the duties, authorities, and responsibilities consistent with N.J.S.A. 18A:64N-15, and as determined by the University’s Board of Trustees. I am also responsible for the overall strategy and management of the University, while setting the tone for the campus culture and ensuring student success.

3. The information in the statements set forth below were compiled through personal knowledge, through Montclair personnel who have assisted in gathering this information from Montclair, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

ENVIRONMENTAL PROTECTION AGENCY

5. Montclair has had grants terminated by Defendant the Environmental Protection Agency ("EPA") pursuant to the Clause, including, but not limited to:

- a. On April 25, 2025, EPA cited the Clause to terminate a \$25,000 grant award to Montclair under the People, Prosperity, and the Planet ("P3") Student Design Competition program. Montclair received the P3 award to fund a research project to support the development and demonstration of innovative and cost-effective solutions for novel technologies for removing "forever chemicals," also known as PFAS, from drinking water. *See* Exhibit A. The termination notice received by Montclair stated that the grant "provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States" and, therefore, "is inconsistent with, and no longer effectuates, Agency priorities." The study has shown promising finding of a simple and effective PFAS treatment method for safe drinking water using a household microwave oven. The termination of the grant and cancellation of current and future P3 funding opportunities means the development of a potentially helpful, low cost means of ensuring safe drinking water is delayed or derailed.
- b. Despite EPA's reference to the Clause in its termination letter, the above-described project is consistent with the EPA's priorities as posted on EPA's program website as of July 15, 2025, which states "EPA's P3 - People, Prosperity and the Planet – Program is a unique competition that is open to teams of college/university students working to design innovative solutions for a sustainable future. P3 offers students hands-on experience that brings their classroom learning to life, while also allowing them to create tangible changes in their communities," *People, Prosperity and the Planet (P3) Student Design Competition*, U.S. ENV'T PROT. AGENCY, <https://www.epa.gov/P3> (last visited July 15, 2025), and "Through this EPA program, teams of college students can benefit people, promote prosperity and protect the planet by designing environmental solutions that move us toward a sustainable future. Since 2004, the P3 program has involved thousands of students and provided more than \$18M in funding for over 800 projects, at more than 330

institutions in all 50 states and Puerto Rico.” *See Learn About P3 Program*, U.S. ENV’T PROT. AGENCY, <https://www.epa.gov/P3/learn-about-p3-program> (last visited July 15, 2025).

- c. In citing the Clause, EPA terminated that grant even though the Clause was not unambiguously incorporated into the grant’s terms and conditions.

NATIONAL ENDOWMENT FOR THE HUMANITIES

6. Montclair has had grants terminated by Defendant the National Endowment for the Humanities (“NEH”) pursuant to the Clause, including, but not limited to:

- a. On April 2, 2025, NEH cited to the Clause to terminate four grant awards, collectively totaling over \$746,926 to Montclair because the grants allegedly failed to “effectuate the agency’s needs and priorities.” *See* Exhibit B (one grant termination notice as an example). The grants supported, among other things, programs related to generative AI in the arts, historical conversation, and humanities education for faculty and students. The funding was being used for research projects covering a range of topics, including digital conservation of historical monuments in Sicily, understanding Asian American immigration patterns in San Francisco, the rise of generative AI in art, and the history of racial and ethnic groups in the United States. These grant-funded research projects not only sought to create valuable scholarship but were also intended to create important learning and development opportunities for students. Without this federal funding, Montclair has had to shut down these four research projects. In citing the Clause, NEH terminated these grant awards based on new agency priorities not contemplated at the time of the grant awards, and even though the Clause was not unambiguously incorporated into the grants’ terms and conditions.

NATIONAL SCIENCE FOUNDATION

7. Montclair has had grants terminated by Defendant the National Science Foundation (“NSF”) pursuant to the Clause, including, but not limited to:

- a. On May 2, 2025, NSF cited to the Clause to terminate a \$2,000,000 grant awarded to Montclair for a project seeking to “provide a greater understanding of the impact of family support on outcomes for STEM majors, particularly from underrepresented groups.”¹ *See* Exhibit C. At the time the grant was awarded, NSF had concluded that the award “reflects NSF’s statutory mission and has been deemed worthy of support through evaluation using the Foundation’s intellectual merit and broader impacts review criteria.”² The unexpected termination was near the end of the term of the grant, and caused substantial concern as to whether final

¹ U.S. Nat’l Sci. Found., Award Abstract # 1953631, <https://tinyurl.com/55kp9xpc> (last visited June 23, 2025).

² *Id.*

invoices in support of student experiential learning and workforce training would be processed for payment. It was unclear for a few weeks whether the outstanding invoices would be processed for payment.

- b. In citing the Clause, NSF terminated that grant based on new agency priorities not contemplated at the time of the grant, and even though the Clause was not unambiguously incorporated into the grant's terms and conditions.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 21st day of July, 2025, in Montclair, New Jersey.

/s/ Jonathan GS Koppell
Jonathan GS Koppell
President, Montclair State University

Exhibit A

**OFFICE OF MISSION SUPPORT**

WASHINGTON, D.C. 20460

April 25, 2025

MEMORANDUM**SUBJECT:** Termination of EPA Assistance Agreement SU 84040801 under 2 CFR 200.340**FROM:** EPA Award Official**TO:** Dana Natale, Pre-Award Service Manager
Montclair State University

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. SU 84040801 awarded to Montclair State University. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Schindel.Phillip@epa.gov must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, Phillips.Lashaun@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Matthew Forte, EPA Grant Specialist
 Kyle Spatz, EPA Project Officer
 Yang Deng, Grantee Program Manager

Exhibit B



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Ms. Catherine A. Bruno

Montclair State University

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. PW29671224) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit C



Stefanie Brachfeld <brachfelds@montclair.edu>

Notice from National Science Foundation

1 message

NSF Grants <grants005@nsf.gov>
To: brachfelds <brachfelds@montclair.edu>
Cc: "brunoc@mail.montclair.edu" <brunoc@mail.montclair.edu>

Fri, May 2, 2025 at 10:02 AM

U.S. National Science Foundation Division of Grants and Agreements
2415 Eisenhower Avenue
Alexandria, Virginia 22314
(703) 292-8210

05/02/2025

Stefanie Brachfeld
Vice Provost for Research, Graduate School
Montclair State University
brachfelds@montclair.edu

Dear Stefanie Brachfeld:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current [NSF priorities](#).

Effective immediately, the following are terminated:

NSF Award Id
1953631

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director
Office of Budget Finance and Award Management (BFA)
Division of Grants and Agreements (DGA)

EXHIBIT 38

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF ADRIENNE KREIPKE

I, Adrienne Kreipke, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Chief Financial and Operations Officer of the New Jersey Department of Environmental Protection (“NJDEP”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am a member of NJDEP’s executive leadership reporting directly to the Department’s chief executive (the State’s Commissioner of Environmental Protection) and am responsible for overseeing the Department’s management and budget offices and for applying for federal grants on behalf of the Department.

3. The information in the statements set forth below were compiled through personal knowledge, through NJDEP personnel who have assisted in gathering this information from our agency, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

DEPARTMENT OF AGRICULTURE

5. NJDEP has current grants with Defendant Department of Agriculture ("USDA") that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On January 24, 2025, USDA awarded NJDEP a \$3,284,631 grant award, administered by the Natural Resources Conservation Service, with a performance period from January 24, 2025, to December 1, 2026. That grant is being used for Blue Acres Ida Buyouts in Cranford to demolish six residences located within a floodplain and subject to frequent flooding. Demolishing these residences will eliminate risk and restore ecologic function to the area. If New Jersey's Blue Acres Ida Buyouts grant is terminated, the plan to voluntarily relocate five families from homes prone to chronic riverine flooding will be jeopardized. Furthermore, the loss of these NRCS buyout grant funds would reduce the ability of the State and the Township to co-design and create meaningful natural flood storage and open space along the Orchard Brook, a tributary of the Rahway River.
- b. On May 21, 2025, USDA awarded NJDEP a \$981,244 grant award, administered by the United States Forest Service, with a performance period from March 27, 2025 to December 31, 2029. That grant is being used for the Consolidated Forestry Programs which encourages, promotes, and supports the local stewardship and effective management of trees and forest ecosystems in New Jersey's communities through technical assistance and financial assistance. If USDA terminates NJDEP's grant for Consolidated Forestry Programs, the loss of funding would significantly hinder NJDEP's ability to support projects that promote sustainable forest management, reduce wildfire risk, and strengthen community resilience. These grants empower organizations to implement practices that improve forest health, increase carbon sequestration, and mitigate wildfire threats. This funding is a critical tool in fulfilling the mission of managing and protecting New Jersey's forests, ensuring working forest landscapes provide multiple benefits, safeguarding forests from emerging threats, and enhancing the public value derived from trees and forest ecosystems.

6. NJDEP also has pending grant applications with USDA that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On January 15, 2025, NJDEP applied for the USDA Wildfire Risk Reduction grant in the amount of \$300,000 and an expected performance period from January 1, 2025 to December 31, 2030. That application remains pending. If New Jersey is awarded the USDA Wildfire Risk Reduction grant and it is later terminated, NJDEP's capacity to obtain the equipment, services, and supplies needed for implementing prescribed fire treatments and mechanical mitigation efforts would be severely limited. Additionally, the loss of funding would eliminate NJDEP's ability to offer sub-grants to local Firewise Communities. These sub-grants support the implementation of Firewise principles, wildfire prevention efforts, and educational events, critical initiatives that help protect lives, property, and natural resources by fostering fire-adapted, resilient communities in harmony with their surrounding environment.

DEPARTMENT OF COMMERCE

7. NJDEP has current grants with Defendant Department of Commerce ("Commerce") that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On September 13, 2023, Commerce's bureau, the National Oceanic and Atmospheric Administration ("NOAA"), awarded NJDEP a \$3,067,000 grant award for sustainable coastal community planning. This grant award was extended on April 3, 2025. The performance period of this grant is from October 1, 2023 to September 30, 2026. If NOAA terminated this grant, NJDEP would not be able to retain the staff funded by this grant who assess the condition of the coastal zone through various data collection methods, and who provide permits and initiate projects to bolster coastal resilience.
- b. On July 24, 2024, Commerce awarded NJDEP a \$563,169 grant award which pays the salaries of trained conservation Police Officers who patrol New Jersey and its waters using the latest law enforcement technology to enforce laws and regulations that protect New Jersey wildlife. The performance period of this grant is from October 1, 2024 to September 30, 2025. If Commerce terminates this grant, which enforces adherence to fishing quotas and approved catch methods and gear, deterrence would be weakened and violations are more likely to occur, threatening the sustainability of fisheries.

8. NJDEP also has pending grant applications with Commerce that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On April 7, 2025, NJDEP applied for the Transformational Habitat Restoration and Coastal Resilience grant in the amount of \$10,000,000. The proposed performance period for the grant is June 17, 2026 to June 10, 2031. This grant is intended to be used for a new tidal wetland at Liberty State Park. Without funding for this wetland development, the surrounding urban areas will continue to lack this buffer and be more vulnerable to increasingly common coastal flooding. Additionally, target fisheries and ecosystems cannot thrive without the planned salt marsh.

DEPARTMENT OF HOMELAND SECURITY

9. NJDEP has current grants with Defendant Department of Homeland Security (“DHS”) that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On May 4, 2023, the Federal Emergency Management Agency (“FEMA”) of DHS awarded NJDEP a Building Resilient Infrastructure and Communities (“BRIC”) grant award in the amount of \$34,285,714. This grant award was extended on December 16, 2024. The performance period of this grant is from December 24, 2021 to December 23, 3025. This grant supports pre-disaster mitigation work and is being used, among other things, to fund construction of a pump station along the East Riser Ditch. Interruption of this federal funding threatens the completion of this project, leaving water-edge communities at increased risk due to inadequate flood protection.
- b. On December 22, 2023, FEMA awarded NJDEP a Building Resilient Infrastructure and Communities (“BRIC”) grant award in the amount of \$21,772,000. This grant award was extended on December 18, 2024. The performance period of this grant is from December 24, 2021 to December 23, 2025. This grant supports pre-disaster mitigation work and is being used, among other things, to fund construction of a flood barrier to reduce risk of a 100-year flooding event from coastal flooding along the Hudson River. Interruption of this federal funding threatens the completion of this project, leaving water-edge communities at increased risk due to inadequate flood protection.

DEPARTMENT OF INTERIOR

10. NJDEP also intends to apply to funding opportunity through the Department of Interior (“DOI”) that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On July 1, 2025, NJDEP received a Notice of Funding Opportunity (“NOFO”) from the National Park Service, Historic Preservation Fund – Annual State Historic Preservation Office Grants, which is operated out of DOI. This funding program supports the operation of State Historic Preservation Offices in the 50 states, 5

territories, 3 Freely Associated States, and the District of Columbia. NJ DEP will be applying for this grant in the amount of \$1,212,233, which has a due date of August 29, 2025. The performance period of the award will likely be October 1, 2024 to September 30, 2027. If NJDEP is awarded the DOI grant, the funds would support the identification, evaluation, and protection of historic properties and other responsibilities outlined in the National Historic Preservation Act. If NJDEP is awarded the grant and it is later terminated pursuant to the Clause, it could result in the loss of significant historic resources in New Jersey as the work NJDEP performs on this project would cease. Specifically, if this grant were awarded and subsequently terminated pursuant to the Clause, no sub-grants could be awarded to municipalities participating in the Certified Local Government program; it would slow down consultation with federal agencies, licensees, and permittees seeking consultation under Section 106 of the National Historic Preservation Act (this would be particularly impactful in an emergency management/recovery context); it would slow down the processing of nominations of properties to the National Register of Historic Places; and it would slow down the review of projects seeking federal Historic Rehabilitation Tax Credits.

ENVIRONMENTAL PROTECTION AGENCY

11. NJDEP has current grants with Defendant Environmental Protection Agency (the “EPA”) that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. On October 15, 2024, EPA awarded NJDEP a Climate Pollution Reduction Grant, in the amount of \$ 248,937,720, through the Greenhouse Gas Air Pollution Reduction Implementation Grant program, which is intended to fund projects to reduce harmful emissions along I-95, one of the nation’s busiest freight corridors, and will benefit all residents and visitors to the States of Connecticut, Delaware, Maryland, New Jersey, and New York. The performance period of this grant is from October 1, 2024 to September 30, 2029. Termination of New Jersey’s Climate Pollution Reduction Grant would disrupt the progress New Jersey and partner States are making toward 2030 and 2050 greenhouse gas emissions reduction goals. The transportation sector is a major source of greenhouse gas (GHG) emissions, and enabling freight truck charging along the heavily used northeast corridor will allow for truck fleet conversion from GHG-emitting fossil-fuel powered to zero-emission electric powered. The collateral air quality improvement benefits from NOx, VOC, and other particulate reductions, through reducing fossil-fuel combustion, would also be lost by the communities adjacent to the corridor.
- b. On August 9, 2023, EPA awarded NJDEP a Lead Service Line Replacement grant award, in the amount of \$82,971,000 as part of the Drinking Water State Revolving Loan program (“DWSRF”). The performance period of this grant is from July 1, 2023 to June 30, 2030. NJDEP is using these funds to reduce lead in drinking water by funding projects emphasizing the identification and removal of lead service lines. Termination of this grant would strand communities and water systems that

have already embarked on replacement projects with the expectation and commitment that federal funds would be available to reimburse them upon final project completion.

- c. On September 4, 2024, EPA awarded NJDEP another Lead Service Line Replacement grant award, in the amount of \$123,110,000, as part of the DWSRF. The performance period of this grant is from July 1, 2024 to June 30, 2031. NJDEP is using these funds to reduce lead in drinking water by funding projects emphasizing the identification and removal of lead service lines. Termination of this grant would strand communities and water systems that have already embarked on replacement projects with the expectation and commitment that federal funds would be available to reimburse them upon final project completion.

12. NJDEP also has pending grant applications with the EPA that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On April 30, 2025, NJDEP applied for a Clean Water Act Quality 604b grant in the amount of \$1,364,000 that provides funding for water quality management planning activities. In June, EPA advised NJDEP that its allotment had increased to \$1,760,000, and NJDEP submitted a revised application for \$1,760,000 on June 26, 2025. The proposed start date for the grant was July 1, 2025, with an end date on June 30, 2030.
- b. On April 30, 2025, NJDEP applied for a DWSRF grant in the amount of \$23,000,000 that will help provide safe drinking water. In June EPA advised NJDEP that its updated allotment for this program was \$19,360,000, and NJDEP submitted a revised application for \$19,360,000 on July 9, 2025. The grant was anticipated to begin on July 1, 2025, and end on June 30, 2032.
- c. On April 30, 2025, NJDEP applied for a Clean Water SRF Emerging Contaminants grant in the amount of \$9,000,000 for water quality infrastructure projects. In June EPA advised NJDEP that its updated allotment for this program was \$8,689,000, and NJDEP submitted a revised application for \$8,689,000 on July 1, 2025. The proposed start date for the grant was July 1, 2025, with an end date of June 30, 2032.
- d. On June 2, 2025, NJDEP applied for a Brownfields grant in the amount of \$1,425,973 to assist with the safe clean-up and redevelopment of brownfield sites. The grant is anticipated to begin on October 1, 2025, and end on September 30, 2026.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 23rd day of July, 2025, in Trenton, New Jersey.

/s/ Adrienne Kreipke
Adrienne Kreipke
Chief Financial and Operations Officer
New Jersey Department of Environmental Protection

EXHIBIT 39

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF KELLY OTTOBRE

I, Kelly Ottobre, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of Grant Operations at the New Jersey Department of Law and Public Safety. I have held this role since December 19, 2020. I am over the age of 18 and have knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I make this declaration based on personal knowledge, professional experience, information compiled from personnel within the New Jersey Department of Law and Public Safety (“NJLPS”), publicly-available information, and documents that have been provided to me.

3. I submit this declaration in support of the States’ Motion for Summary Judgment relating to the clause in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”), stating that federal agencies may

terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.”

DEPARTMENT OF JUSTICE

4. Defendant Department of Justice (“DOJ”) terminated grants pursuant to the Clause, including, but not limited to:

- a. On April 22, 2025, DOJ cited the Clause to terminate five grant awards it had granted to NJLPS, which totals \$13,093,314 in grant funds. *See* Exhibit A (example of one termination letter). The grants terminated pursuant to the Clause included two awards under the Matthew Shepard & James Byrd Hate Crimes Program to combat violent crime and hate crimes. NJLPS used the funding from these grants to purchase Automated License Plate Readers to assist law enforcement in investigating and prosecuting bias crimes and to establish the Community Peacemakers Collaborative to combat the rise in bias and hate crimes across New Jersey and expand public awareness of the resources available to victims of hate crimes.
- b. DOJ’s termination letters said the following:

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

See Exhibit A.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 15th day of July, 2025, in Trenton, New Jersey.

/s/ Kelly Ottobre

Kelly Ottobre
Director of Grant Operations,
New Jersey Department of Law and Public Safety

Exhibit A

From: [Office of Justice Programs](#)
To: [Kelly Ottobre](#)
Subject: [EXTERNAL] Notice of Award Termination
Date: Tuesday, April 22, 2025 5:36:24 PM

DOJ Seal



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15PBJA-24-GG-03088-HATE

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to OJP.Appeals@usdoj.gov, addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;

4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. *See id.* § 200.334.

(End of Notice)

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EXHIBIT 40

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF EDWARD D. WENGRYN

I, Edward D. Wengryn, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Secretary of the New Jersey Department of Agriculture. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. The New Jersey Secretary of Agriculture serves as the principal executive officer of the Department of Agriculture, overseeing programs that promote, protect, and serve the state's agriculture and agribusiness industries through initiatives like food distribution to schools and pantries, soil and water conservation, agricultural education, plant and livestock disease control, and marketing programs. The Secretary also oversees the administration of legal and financial operations, which includes coordinating the promulgation and implementation of regulations adopted by the State Board of Agriculture.

3. The information in the statements set forth below were compiled through personal knowledge, through New Jersey Department of Agriculture personnel who have assisted in gathering this information from our agency, and on the basis of documents that have been provided to me.

4. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

DEPARTMENT OF AGRICULTURE

5. The New Jersey Department of Agriculture had grants terminated pursuant to the Clause, including, but not limited to:

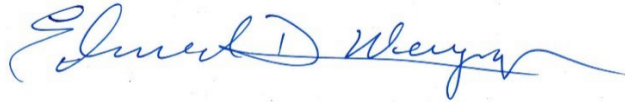
- a. On March 7, 2025, Defendant U.S. Department of Agriculture ("USDA") cited the Clause to terminate a \$9,902,456 grant award to the New Jersey Department of Agriculture for the Local Food Purchase Assistance ("LFPA") 2025 Cooperative Agreement. *See* Exhibit A. USDA stated in a letter that "[p]ursuant to 2 CFR § 200.341," the grant "no longer effectuates agency priorities and that termination of the award is appropriate." USDA's termination of the LFPA has harmed farmers that made multi-year investments in the production of specific crops to supply food banks and schools as agreed upon, instead of producing other crops which may have been more useful and profitable over the same time span. The outlay of capital and individual work-effort included obtaining seeds and fertilizers, as well as paying for upfront expenses and longer-term investments in labor and equipment. Due to logistics and economics, such sources and methods cannot be efficiently substituted on a year-by-year basis, and any such new ventures will now be disincentivized due to uncertainty.
- b. On March 7, 2025, USDA cited the Clause to terminate a \$16,230,615 grant award to the New Jersey Department of Agriculture for the Local Food for Schools and Child Care Cooperative Agreement ("LFSCC"). USDA stated in a letter that "[p]ursuant to 2 CFR § 200.341," the grant "no longer effectuates agency priorities and that termination of the award is appropriate." The termination of LFSCC has harmed local farmers and schools who relied on prior funding to provide nutritional food for all students across New Jersey. LFSCC's principal aim is to provide healthy produce and protein options to students of all socioeconomic levels in New Jersey schools. Without federal funding, it will be significantly harder for schools

to provide nutritional food for their students, and some schools will be forced to completely end these programs because of high food costs.

- c. In citing the Clause, USDA terminated these grants based on new agency priorities not contemplated at the time of the grant. In citing the Clause, USDA terminated these grants even though the Clause was not unambiguously incorporated into the grants' terms and conditions.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 15th day of July, 2025, in Trenton, New Jersey.



EDWARD D. WENGRYN
SECRETARY, DEPARTMENT OF AGRICULTURE

Exhibit A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Joe Atchison
Assistant Secretary
New Jersey Department of Agriculture
Office of the Secretary P.O Box 330, Trenton, NJ 08625*

Subject: Termination Notice for Agreement No. AM25LFPA0000C015 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and New Jersey Department of Agriculture will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
Jack Tuckwiller
Deputy Administrator

EXHIBIT 41

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF MARK MELHOFF

I, Mark Melhoff, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Acting State Controller of the State of New Mexico. I am over the age of 18 and possess personal knowledge of all the facts stated herein, including knowledge derived from my experience and the information provided to me. Should I be called as a witness, I am prepared to testify competently to the matters outlined below.

2. As the Division Director of the Financial Control Division at the Department of Finance and Administration, I am accountable for the statewide financial reporting and accountability. This encompasses ensuring transparency, integrity, and strategic financial reporting for the entire state. I supervise statewide financial reporting, establish and uphold internal financial controls for state assets, conduct independent audits of state agencies, local governments, and contractors to identify fraud, waste, and abuse, and oversee the state's central payroll system.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. The State of New Mexico has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On or about April 2, 2025, the National Endowment for the Humanities (NEH) cited the Clause to terminate a \$350,000 award to the New Mexico Department of Cultural Affairs by and for the National Hispanic Cultural Center Foundation, which was intended to digitize, describe, and make accessible a collection of Mexican American art and related documents at the National Hispanic Cultural Center for inclusion on the museum's website and the open-source aggregating portal Rhizomes of Mexican American Art Since 1848. In citing the Clause, the NEH determined that the grant no longer serves the agency's needs and priorities because the NEH is reallocating its funding in a new direction to support the President's agenda. The termination will significantly reduce the Department of Cultural Affairs' curriculum development, public programming, and preservation efforts, leading to a decline in independent and critical thought within the humanities within the State.
- b. On or about May 22, 2025, the Department of Labor (DOL) cited the Clause to terminate a \$484,748.13 award to the New Mexico Department of Workforce Solutions, intended to develop comprehensive strategies to combat fraud and modernize its unemployment insurance systems. In citing the Clause, DOL determined that the grant no longer effectuates the DOL's priorities for its grant funding. The termination will impede the State's capacity to effectively plan for and modernize its unemployment insurance system, thereby increasing the ongoing risk of waste, fraud, and abuse within the system.
- c. On or about May 22, 2025, the Department of Labor (DOL) cited the Clause to terminate a \$801,532.35 award to the New Mexico Department of Workforce Solutions. This award was intended to fund improvements to the unemployment insurance system recommended by a "Tiger Team" deployed by the DOL to assess the State's unemployment insurance system. In citing the Clause, DOL determined that the grant no longer effectuates the DOL's priorities for its grant funding. The termination will hinder the State's efforts to modernize its unemployment insurance system, thereby increasing the ongoing risk of waste, fraud, and abuse within the system.

- d. On or about May 22, 2025, the Department of Labor (DOL) cited the Clause to terminate a \$1,351,665.12 award to the New Mexico Department of Workforce Solutions. This award aimed to modernize and improve the state's unemployment insurance systems, focusing primarily on ensuring fair and prompt access to benefits, preventing fraud, and implementing technology upgrades. In citing the Clause, DOL determined that the grant no longer effectuates the DOL's priorities for its grant funding. The termination will hinder the State's efforts to modernize its unemployment insurance system, thereby increasing the ongoing risk of waste, fraud, and abuse within the system.
- e. On or about May 22, 2025, the Department of Labor (DOL) cited the Clause to terminate a \$5,080,871.00 award to the New Mexico Department of Workforce Solutions, intended to combat fraud and modernize its unemployment insurance systems. In citing the Clause, DOL determined that the grant no longer effectuates the DOL's priorities for its grant funding. The termination will impede the State's capacity to effectively plan for and modernize its unemployment insurance system, thereby increasing the ongoing risk of waste, fraud, and abuse within the system.
- f. On or about March 7, 2025, the U.S. Department of Agriculture (USDA) invoked the Clause to cancel a \$2,816,040 Local Food Purchasing Assistance Agreement with the New Mexico Department of Agriculture. This agreement aimed to purchase fresh, locally sourced food within the state and distribute it to food banks and school nutrition programs. By citing the Clause, USDA canceled the agreement after determining that the grants no longer aligned with the agency's priorities. This cancellation will severely limit the state's ability to provide fresh, locally sourced food to vulnerable populations served by food banks and school programs and will also reduce reliable market access for local farmers and producers within the state.
- g. In total, New Mexico has lost \$10,884,892.60 in federal awards to date due to the Clause.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 24th day of July, 2025, in Santa Fe, New Mexico.

DocuSigned by:

862E2DF194074F2...
Mark Melhoff
Acting State Controller

Exhibit A



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Ms. Alicia Lucero

National Hispanic Cultural Center Foundation

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. PW28513222) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit B



Notice of Award

Award# 23A60UB000059-01-04

FAIN# 23A60UB000059

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1856000577A5

4. Employer Identification Number (EIN)

856000577

5. Data Universal Numbering System (DUNS)

808389290

6. Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

7. Project Director or Principal Investigator

Mrs. Ana Chavez
Grant Analyst
ana.chavez@dws.nm.gov
505-249-9172

8. Authorized Official

Ms. Sarita Nair
Cabinet Secretary
sarita.nair@dws.nm.gov
505-841-8405

Federal Agency Information

ETA Office of Grants Management

9. Awarding Agency Contact Information

Ms. Charlene Wright
Grant Specialist
wright.charlene@dol.gov
202-693-3906

10. Program Official Contact Information

Ms. Catherine L Rolling
UI Program Specialist
DOL-ETA
rolling.catherine.l@dol.gov
972-850-4857

Federal Award Information

11. Award Number

23A60UB000059-01-04

12. Unique Federal Award Identification Number (FAIN)

23A60UB000059

13. Statutory Authority

American Rescue Plan Act (ARPA), P.L. 117-2

14. Federal Award Project Title

FY 2023 American Rescue Plan Act (ARPA) Unemployment Insurance (UI) Integrity Grant

15. Assistance Listing Number

17.225

16. Assistance Listing Program Title

Unemployment Insurance

17. Award Action Type

DOL - Decrease POP (Non-Monetary)

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2023 - End Date 05/22/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$869,000.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$869,000.00

26. Period of Performance Start Date 04/01/2023 - End Date 05/22/2025

27. Total Amount of the Federal Award including Approved
Cost Sharing or Matching this Period of Performance \$869,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Janice Sheelor
Grants Management Officer

30. Remarks

An amendment to terminate the grant award, per the attached notification.



Notice of Award

Award# 23A60UB000059-01-04

FAIN# 23A60UB000059

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

Congressional District of Recipient

01

Payment Account Number and Type

1856000577A5

Employer Identification Number (EIN) Data

856000577

Universal Numbering System (DUNS)

808389290

Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

31. Assistance Type

Discretionary Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$500,254.00
b. Fringe Benefits	\$200,101.00
c. Total Personnel Costs	\$700,355.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$700,355.00
k. INDIRECT COSTS	\$168,645.00
l. TOTAL APPROVED BUDGET	\$869,000.00
m. Federal Share	\$869,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
050179830X1D20230179001623ARP002A0000AOWS00AOWS00	UB000059SB0	ETA	410010	17.225	\$0.00	0179830X1D

AWARD ATTACHMENTS

STATE OF NEW MEXICO WORKFORCE SOLUTIONS DEPARTMENT

23A60UB000059-01-04

1. Grant Officer Letter

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000059

May 22, 2025

Sarita Nair
Cabinet Secretary
State of New Mexico Workforce Solutions Department
401 Broadway Blvd NE
Albuquerque, NM 87102-2330

Dear Ms. Nair:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000059, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C



Notice of Award

Award# 23A60UB000098-01-04

FAIN# 23A60UB000098

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1856000577A5

4. Employer Identification Number (EIN)

856000577

5. Data Universal Numbering System (DUNS)

808389290

6. Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

7. Project Director or Principal Investigator

Mrs. Ana Chavez
Grant Analyst
ana.chavez@dws.nm.gov
505-249-9172

8. Authorized Official

Ms. Sarita Nair
Cabinet Secretary
sarita.nair@dws.nm.gov
505-841-8405

Federal Agency Information

ETA Office of Grants Management

9. Awarding Agency Contact Information

Ms. Charlene Wright
Grant Specialist
wright.charlene@dol.gov
202-693-3906

10. Program Official Contact Information

Mr. Ronald I Vargas
Federal Project Officer
ETA
vargas.ronald.i@dol.gov
972-850-4642

Federal Award Information

11. Award Number

23A60UB000098-01-04

12. Unique Federal Award Identification Number (FAIN)

23A60UB000098

13. Statutory Authority

American Rescue Plan Act (ARPA), P.L. 117-2

14. Federal Award Project Title

FY 2023 ARPA-UI Tiger Team Grant

15. Assistance Listing Number

17.225

16. Assistance Listing Program Title

Unemployment Insurance

17. Award Action Type

DOL - Decrease POP (Non-Monetary)

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2023 - **End Date** 05/22/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$1,491,750.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$1,491,750.00

26. Period of Performance Start Date 04/01/2023 - **End Date** 05/22/2025

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,491,750.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Janice Sheelor
Grants Management Officer

30. Remarks

An amendment to terminate the grant award, per the attached notification.



Notice of Award

Award# 23A60UB000098-01-04

FAIN# 23A60UB000098

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

Congressional District of Recipient

01

Payment Account Number and Type

1856000577A5

Employer Identification Number (EIN) Data

856000577

Universal Numbering System (DUNS)

808389290

Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

31. Assistance Type

Discretionary Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$61,672.00
b. Fringe Benefits	\$24,668.00
c. Total Personnel Costs	\$86,340.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$428,880.00
i. Contractual	\$692,633.00
j. TOTAL DIRECT COSTS	\$1,207,853.00
k. INDIRECT COSTS	\$283,897.00
l. TOTAL APPROVED BUDGET	\$1,491,750.00
m. Federal Share	\$1,491,750.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
050179830X1D20230179001623ARP002A0000AOWS00AOWS00	UB000098SB0	ETA	410010	17.225	\$0.00	0179830X1D

AWARD ATTACHMENTS

STATE OF NEW MEXICO WORKFORCE SOLUTIONS DEPARTMENT

23A60UB0000098-01-04

1. Grant Officer Letter

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000098

May 22, 2025

Sarita Nair
Cabinet Secretary
State of New Mexico Workforce Solutions Department
401 Broadway Blvd. NE
Albuquerque, NM 87102-2330

Dear Secretary Nair:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000098, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit D



Notice of Award

Award# 23A60UB000119-01-03

FAIN# 23A60UB000119

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1856000577A5

4. Employer Identification Number (EIN)

856000577

5. Data Universal Numbering System (DUNS)

808389290

6. Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

7. Project Director or Principal Investigator

Mrs. Ana Chavez
Grant Analyst
ana.chavez@dws.nm.gov
505-249-9172

8. Authorized Official

Ms. Sarita Nair
Cabinet Secretary
sarita.nair@dws.nm.gov
505-841-8405

Federal Agency Information

ETA Office of Grants Management

9. Awarding Agency Contact Information

Ms. Charlene Wright
Grant Specialist
wright.charlene@dol.gov
202-693-3906

10. Program Official Contact Information

Ms. Catherine L Rolling
UI Program Specialist
DOL-ETA
rolling.catherine.l@dol.gov
972-850-4857

Federal Award Information

11. Award Number

23A60UB000119-01-03

12. Unique Federal Award Identification Number (FAIN)

23A60UB000119

13. Statutory Authority

American Rescue Plan Act (ARPA), P.L. 117-2

14. Federal Award Project Title

FY 2023 ARPA IT Modernization Grant

15. Assistance Listing Number

17.225

16. Assistance Listing Program Title

Unemployment Insurance

17. Award Action Type

DOL - Decrease POP (Non-Monetary)

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2023 - End Date 05/22/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$6,012,676.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$6,012,676.00

26. Period of Performance Start Date 04/01/2023 - End Date 05/22/2025

27. Total Amount of the Federal Award including Approved
Cost Sharing or Matching this Period of Performance \$6,012,676.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Janice Sheelor
Grants Management Officer

30. Remarks

An amendment to terminate the grant award, per the attached notification.



Notice of Award

Award# 23A60UB000119-01-03

FAIN# 23A60UB000119

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

Congressional District of Recipient

01

Payment Account Number and Type

1856000577A5

Employer Identification Number (EIN) Data

856000577

Universal Numbering System (DUNS)

808389290

Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

31. Assistance Type

Discretionary Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$4,802,511.52
j. TOTAL DIRECT COSTS	\$4,802,511.52
k. INDIRECT COSTS	\$1,210,164.48
l. TOTAL APPROVED BUDGET	\$6,012,676.00
m. Federal Share	\$6,012,676.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
050179830X1D20230179001623ARP002A0000AOWS00AOWS00	UB000119SB0	ETA	410010	17.225	\$0.00	0179830X1D

AWARD ATTACHMENTS

STATE OF NEW MEXICO WORKFORCE SOLUTIONS DEPARTMENT

23A60UB000119-01-03

1. Grant Officer Letter

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000119

May 22, 2025

Sarita Nair
Cabinet Secretary
State of New Mexico Workforce Solutions Department
401 Broadway Blvd. NE
Albuquerque, NM 87102-2330

Dear Ms. Nair:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000119, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit E



Notice of Award

Award# 23A75UI038585-01-07

FAIN# UI385852275A35

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1856000577A5

4. Employer Identification Number (EIN)

856000577

5. Data Universal Numbering System (DUNS)

808389290

6. Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

7. Project Director or Principal Investigator

Mrs. Ana Chavez
Grant Analyst
ana.chavez@dws.nm.gov
505-249-9172

8. Authorized Official

Ms. Sarita Nair
Cabinet Secretary
sarita.nair@dws.nm.gov
505-841-8405

Federal Agency Information

ETA Office of Grants Management

9. Awarding Agency Contact Information

Ms. Charlene Wright
Grant Specialist
wright.charlene@dol.gov
202-693-3906

10. Program Official Contact Information

Ms. Stephanie D Jackson
Unemployment Insurance Program Specialist
ETA
jackson.stephanie.d@dol.gov
972-850-4618

Federal Award Information

11. Award Number

23A75UI038585-01-07

12. Unique Federal Award Identification Number (FAIN)

UI385852275A35

13. Statutory Authority

American Rescue Plan Act (ARPA), P.L. 117-2

14. Federal Award Project Title

AMERICAN RESCUE PLAN-UI Navigator Program Grant

15. Assistance Listing Number

17.225

16. Assistance Listing Program Title

Unemployment Insurance

17. Award Action Type

DOL - Decrease POP (Non-Monetary)

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 06/15/2022 - End Date 05/22/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$2,801,230.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$2,801,230.00

26. Period of Performance Start Date 06/15/2022 - End Date 05/22/2025

27. Total Amount of the Federal Award including Approved
Cost Sharing or Matching this Period of Performance \$2,801,230.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Janice Sheelor
Grants Management Officer

30. Remarks

An amendment to terminate the grant award, per the attached notification.



Notice of Award

Award# 23A75UI038585-01-07

FAIN# UI385852275A35

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

STATE OF NEW MEXICO WORKFORCE
SOLUTIONS DEPARTMENT
401 Broadway Blvd NE
Albuquerque, NM 87102-2330
--

Congressional District of Recipient

01

Payment Account Number and Type

1856000577A5

Employer Identification Number (EIN) Data

856000577

Universal Numbering System (DUNS)

808389290

Recipient's Unique Entity Identifier (UEI)

GB86WQJMJR1

31. Assistance Type

Formula Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,434,684.00
b. Fringe Benefits	\$528,496.00
c. Total Personnel Costs	\$1,963,180.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$100,000.00
g. Construction	\$0.00
h. Other	\$100,000.00
i. Contractual	\$117,156.00
j. TOTAL DIRECT COSTS	\$2,280,336.00
k. INDIRECT COSTS	\$520,894.00
l. TOTAL APPROVED BUDGET	\$2,801,230.00
m. Federal Share	\$2,801,230.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
050179830X1D20220179001622ARP002A0000AOWS00AOWS00	UI38585MO0	ETA	410010	17.225	\$0.00	0179830X1D

AWARD ATTACHMENTS

STATE OF NEW MEXICO WORKFORCE SOLUTIONS DEPARTMENT

23A75UI038585-01-07

1. Grant Officer Letter

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI385852275A35

May 22, 2025

Sarita Nair
Cabinet Secretary
State of New Mexico Workforce Solutions Department
401 Broadway Blvd. NE
Albuquerque, NM 87102-2330

Dear Ms. Nair:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI385852275A35, awarded under Unemployment Insurance Program Letter No. 11-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit F



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Alisha A. Giron
Associate VP
New Mexico State University
1050 Stewart St, Suite E1200, Las Cruces, NM 88003-8001*

Subject: Termination Notice for Agreement No. AM25LFPA0000C031 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and New Mexico State University will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 42

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF LISA M. BROOKS

I, Lisa M. Brooks, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Director of Fiscal Management of the New York Department of Agriculture and Markets. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. The Director of Fiscal Management provides efficient and timely financial and office services to support the programs and employees of the Department, and ensures that State and other resources allocated to the Department are used effectively and in accordance with applicable laws and regulations.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The New York Department of Agriculture and Markets has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On March 7, 2025, Defendant U.S. Department of Agriculture cited the Clause to terminate an over \$40 million award to the New York State Department of Agriculture and Markets for the Local Food Purchase Assistance Cooperative Agreement Program 2025 Cooperative Agreement, which funds community-led projects to purchase local food and distribute it to local communities. The original grant agreement did not state that the Clause could be used to terminate the agreement. In citing the Clause, the Department stated only: “AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.” There was no explanation as to why the Department no longer believes New York’s food assistance programs no longer serve the agency’s priorities. Millions of dollars of food assistance are no longer supporting New York food banks. The Termination Notice for this grant is attached as Exhibit A.

5. The New York Department of Agriculture and Markets has multiple current grants from the U.S. Department of Agriculture that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. A \$49 million grant awarded on August 17, 2022, and amended January 20, 2025, to New York State Department of Agriculture and Markets for Local Food Purchasing Assistance.

6. The New York Department of Agriculture and Markets has a pending grant application with Defendant U.S. Department of Agriculture that, if awarded, will be at risk of termination pursuant to the Clause:

- a. On July 17, 2025, New York State Department of Agriculture and Markets applied for Spotted Lanternfly Detection and Prevention grant in the amount of \$429,035 with the Defendant U.S. Department of Agriculture, and that application remains pending.

7. The New York Department of Agriculture and Markets is likely to apply for grants from Defendants in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 28th day of July, 2025, in Albany, New York.

/s/Lisa M. Brooks
Lisa M. Brooks
Director of Fiscal Management

EXHIBIT A



1400 Independence Avenue, SW
Room 2055-S, STOP 0201
Washington, D.C. 20250-0201

March 7, 2025

*Emily Cook
Team Lead, Business Development
New York Food for New York Families
10B Airline Drive, Albany, NY 12235*

Subject: Termination Notice for Agreement No. AM25LFPA0000C119 for the project titled, Local Food Purchase Assistance 2025 Cooperative Agreement (LFPA25)

Dear Recipient:

Pursuant to 2 CFR § 200.341 this letter serves as written notification that the subject agreement between the Agricultural Marketing Service (AMS) and New York Food for New York Families will be terminated 60 days from today's date in accordance with 2 CFR § 200.340(a)(4) and the terms and conditions of the award. AMS has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate.

LFPA and LFPA Plus agreements that were in place prior to LFPA 25 will continue to be in effect for the remainder of the period of performance. Reporting requirements will be reduced and communicated as such soon. AMS will resume processing claims for payment for LFPA and LFPA Plus for activities accruing prior to and after January 20, 2025.

If you have questions, contact your Program Contact or send your questions to LFPA@USDA.gov.

Sincerely,
*Jack Tuckwiller
Deputy Administrator*

EXHIBIT 43

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF PATRICIA LOGAN-GREENE

I, Patricia Logan-Greene, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am an Associate Professor and Associate Dean for Academic Affairs. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. My faculty position consists of a mixture of teaching, service, and research expectations, including the pursuit of research grants from federal agencies and other entities. These grants are expected to lead to scholarly products that have real-world impact.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. SUNY Buffalo was awarded a grant under the Targeted Violence and Terrorism Prevention Program (the “TVTP Grant”). This grant was awarded by the Department of Homeland Security (DHS).

5. This grant was intended to address gaps in the preparedness of New York State behavioral health professionals’ readiness to prevent targeted violence and terrorism, including, for example, antisemitic violence, among their clients and within their communities.

6. The TVTP grant was terminated by letter from DHS on July 21, 2025. *See* Exhibit A.

7. The termination letter cites the terms and conditions in the Notice of Funding Opportunity (NOFO) applicable to the grant as well as the Clause. My review of the NOFO itself does not indicate that the Clause provides that the Government can terminate the award due to newly identified agency priorities.

8. The letter describes the change in priorities as follows:

The Department, consistent with President Trump’s direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS’s current focus do not effectuate the agency’s current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

9. In citing the Clause, the agency terminated the TVTP grant based on new agency priorities not contemplated at the time of the grant. No other information was provided to specify which particular grounds referenced in the letter applied to SUNY Buffalo’s particular TVTP grant.

10. SUNY Buffalo has received numerous other grants from the Federal government, including from Defendant agencies, that are still active. And SUNY Buffalo plans to continue to apply for Federal grants in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 1st day of August, 2025, in Geneseo, New York.


PATRICIA LOGAN-GREENE, Ph.D.
Associate Professor and
Associate Dean for Academic Affairs
University at Buffalo, School of Social Work

EXHIBIT A

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

July 21, 2025

SUNY Buffalo
520 Lee Entrance Ste. 211
Amherst, NY 14228

Re: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award

Grant Number: EMW-2024-GR-05222
Award Amount: \$370,452

Dear SUNY Buffalo:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Targeted Violence and Terrorism Prevention (TVTP) Program grant award identified above, effective immediately. From the date of receipt of this letter – July 21, 2025 – your organization is not permitted to incur any additional costs under this award.

DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the Targeted Violence and Terrorism Prevention Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the Targeted Violence and Terrorism Prevention Grant Program identified in the award's respective Notice of Funding Opportunity. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS's current focus do not effectuate the agency's current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. § 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of receipt of this letter and promptly refunding any funding paid to date that exceeds the amount set forth in your final federal financial report. During the closeout process, your final federal

Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Page 2

financial report must include all allowable costs incurred before the date of receipt of this letter but must not include costs incurred after the date of receipt of this letter.

If SUNY Buffalo believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs within seven days of this letter. Costs resulting from financial obligations related to the terminated portion of the Award which were properly incurred by SUNY Buffalo before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the portion of the Award not been terminated.

DHS/FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, DHS/FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of this Termination Notice are necessary, allocable, and reasonable. DHS/FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, DHS/FEMA determines that the total allowable costs exceed the amount paid to date, then DHS/FEMA will make a final payment for that difference. DHS/FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant award based on any later post-closeout audit or review.

The decision by DHS/FEMA to terminate your award is **not appealable**. DHS/FEMA is available to respond to any questions you may have. Please send all information and communications regarding this notification to the email address from which you received this letter, copying TVTPGrants@hq.dhs.gov.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Pratt', written over a horizontal line.

Christopher C. Pratt
Senior Official Performing the Duties of Under Secretary
U.S. Department of Homeland Security

EXHIBIT 44

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF SCOTT MELVIN

I, Scott Melvin, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am the Executive Deputy Commissioner of the New York Department of Labor (NY DOL). I am over the age of 18 and have personal knowledge of all the facts stated herein. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have nearly 30 years of government experience, including over 11 years at NY DOL. I began my tenure with NY DOL as a Special Assistant to the Commissioner in 2014, advanced to Chief of Staff in 2016, became Acting Executive Deputy Commissioner in 2020, and was appointed to my current role in 2021. I am responsible for the comprehensive management of NY DOL's day-to-day operations and spending, overseeing 14 distinct divisions and offices within NY DOL, including the Workforce Development, Unemployment Insurance, and Worker Protection divisions. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants

“pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

3. The NY DOL has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, Defendant U.S. Department of Labor cited the Clause to terminate three awards, totaling approximately \$24,000,000, to the New York State Department of Labor for modernization of its unemployment insurance systems. The awards’ terms and conditions did not specify that the grants could be terminated pursuant to the Clause. In citing the Clause, the Department of Labor stated only that it was “currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities.” No explanation of what the Department’s new priorities was given, nor how they differed from the priorities in place when the grants were awarded. These funds were awarded to help New York manage the employment consequences of the pandemic, which remain ongoing. An exemplar Termination Notice for one of these awards, titled “FY 2023 ARPA IT Modernization Grant,” is attached hereto as Exhibit A.

4. The NY DOL has current grants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. A \$174 million grant awarded by Defendant U.S. Department of Labor on June 5, 2025, to administer New York State's Unemployment Compensation programs.
 - b. A \$64 million grant awarded by Defendant U.S. Department of Labor on July 17, 2025, to fund New York State's 2025 Youth Programs pursuant to the Workforce and Innovation Opportunity Act. This grant funds programs that serve youth who face barriers to employment and education to bring them into the workforce.
 - c. A \$39 million grant awarded by Defendant U.S. Department of Labor on August 1, 2024, to fund New York State's 2024 Employment Services Programs pursuant to the Workforce and Innovation Opportunity Act. This grant funds programs that assist job seekers in gaining access to employment.
5. The NY DOL has pending grant applications that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:
 - a. On July 10, 2025, the NY DOL applied for a grant in the amount of \$29 million with Defendant U.S. Department of Labor to support New York State's Unemployment Insurance Reemployment Services and Eligibly Assessment programs. These programs assist individuals that are receiving unemployment benefits find work and potentially shorten the duration of receiving unemployment benefits.
 - b. On June 3, 2025, the NY DOL applied for a grant in the amount of \$38 million with Defendant U.S. Department of Labor to fund New York State's 2025 Employment Services pursuant to the Workforce and Innovation Opportunity Act. These programs provide career and training services to job seekers and also provide assistance to New York State businesses to find skilled workers.

6. The NY DOL is likely to apply for grants from Defendant U.S. Department of Labor in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29th day of July, 2025, in New York, New York.

/s/ Scott Melvin
Scott Melvin
Executive Deputy Commissioner

EXHIBIT A



Notice of Award

Award# 23A60UB000116-01-02

FAIN# 23A60UB000116

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

Department of Labor New York
12 State St OFC Campus
Albany, NY 12240-0001
518-457-1384

2. Congressional District of Recipient

20

3. Payment System Identifier (ID)

1146013200P6

4. Employer Identification Number (EIN)

146013200

5. Data Universal Numbering System (DUNS)

806780607

6. Recipient's Unique Entity Identifier (UEI)

GGD6N8XQ8LU8

7. Project Director or Principal Investigator

Ms. Karen Ronca
Director of Finance
karen.ronca@labor.ny.gov
518-457-2647

8. Authorized Official

Ms. Karen Ronca
Director of Finance
karen.ronca@labor.ny.gov
518-457-2647

Federal Agency Information

ETA Office of Grants Management

9. Awarding Agency Contact Information

Mrs. Rahel Bizuayene
Grants Management Specialist
Bizuayene.Rahel@dol.gov
202-693-3438

10. Program Official Contact Information

Ms. Brisa D Lopez
UI Program Specialist -Federal Project Officer
lopez.brisa.d@dol.gov
617-565-1563

Federal Award Information

11. Award Number

23A60UB000116-01-02

12. Unique Federal Award Identification Number (FAIN)

23A60UB000116

13. Statutory Authority

American Rescue Plan Act (ARPA), P.L. 117-2

14. Federal Award Project Title

FY 2023 ARPA IT Modernization Grant

15. Assistance Listing Number

17.225

16. Assistance Listing Program Title

Unemployment Insurance

17. Award Action Type

DOL - Decrease POP (Non-Monetary)

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2023 - End Date 05/22/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$11,250,000.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$11,250,000.00

26. Period of Performance Start Date 04/01/2023 - End Date 05/22/2025

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$11,250,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Janice Sheelor
Grants Management Officer

30. Remarks

An amendment to terminate the grant award, per the attached notification.



Notice of Award

Award# 23A60UB000116-01-02

FAIN# 23A60UB000116

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

Department of Labor New York
12 State St OFC Campus
Albany, NY 12240-0001
518-457-1384

Congressional District of Recipient

20

Payment Account Number and Type

1146013200P6

Employer Identification Number (EIN) Data

146013200

Universal Numbering System (DUNS)

806780607

Recipient's Unique Entity Identifier (UEI)

GGD6N8XQ8LU8

31. Assistance Type

Discretionary Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$11,250,000.00
j. TOTAL DIRECT COSTS	\$11,250,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$11,250,000.00
m. Federal Share	\$11,250,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
050179830X1D20230179001623ARP002A0000AOWS00AOWS00	UB000116SB0	ETA	410010	17.225	\$0.00	0179830X1D

AWARD ATTACHMENTS

Department of Labor New York

23A60UB000116-01-02

1. Grant Officer Letter

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000116

May 22, 2025

Karen Ronca
Director of Finance
New York Department of Labor
12 Building State Office Campus
Albany, NY 12240-0001

Dear Ms. Ronca:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000116, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 45

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF RUSSELL CASLER

I, Russell Casler, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Statewide Budget Reporting Administrator at the Oregon Department of Administrative Services (“DAS”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have been in this position for four months. Prior to serving as Statewide Budget Reporting Administrator, I served in various policy and budget roles at the Oregon Department of Transportation for more than 10 years. I make this declaration based on personal knowledge and the records of DAS and other state agencies and offices maintained in the ordinary course of state business. The amounts referenced in this declaration are approximate using the best estimates to my knowledge.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and

conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Oregon had grants terminated by Defendants pursuant to the Clause, including, but not limited to:

- a. The Oregon Employment Department received six grants from Defendant United States Department of Labor issued under the American Rescue Plan Act, totaling \$12,282,800, for purposes such as modernizing unemployment insurance systems and preventing fraud. On May 22, 2025, Oregon received letters citing the (a)(4) Clause and terminating all four grants because they “no longer effectuate[] the U.S. Department of Labor’s priorities for its grant funding.” The new agency priorities were not contemplated at the time of the grant. Exhibit 1 (Termination Letter). The decision to terminate grants awarded under ARPA and Unemployment Insurance Performance Letter 11-23 has hindered Oregon’s efforts toward fraud prevention and data analytics, as well as affecting debt collection work by reducing available staff.
- b. Defendant United States Federal Emergency Management Agency (“FEMA”) terminated a \$2,863,337 Shelter and Services Program Grant Award to the Oregon Department of Human Services on April 1, 2025. The grant was intended to provide financial assistance for sheltering and related activities provided by non-federal entities to support noncitizen migrants after their encounter and release by Defendant United States Department of Homeland Security (“DHS”). These services include, but are not limited to, shelter, food, transportation, acute medical care, personal hygiene supplies, and labor necessary to manage cases to provide these services. The termination letter cited the Clause and asserted that the grant “provides support for illegal aliens and is not consistent with DHS’s current priorities.” These new agency priorities were not contemplated at the time of the grant. Exhibit 2 (Termination Letter). As a result of the terminated grants, DHS failed to process submitted reimbursements. Oregon also has provided public benefits to asylum seekers that have been released by DHS without reimbursement specified in the grant.

5. Oregon has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. The Oregon Higher Education Coordinating Commission received a grant from Defendant United States Department of Labor on June 25, 2025, totaling \$4,990,464. The grant included the Clause. If the grant is terminated, this will adversely affect a rural apprenticeship program designed to provide K-12 educators

in rural communities where there is a critical shortage of educators in Oregon, among other adverse effects.

- b. The Oregon Department of Environmental Quality received a No Cost Extension from Defendant United States Environmental Protection Agency on April 21, 2025, totaling \$1,056,000. This grant extension included the Clause. If the grant is terminated, it will adversely affect Oregon's ability to minimize emerging contaminants in drinking water and will hinder its ability to address wastewater discharges and nonpoint sources.

6. Oregon has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. In March 2025, the Oregon Business Development Department applied for supplemental funding for Brownfields Revolving Loan Fund U.S. grant in the amount of \$1,000,000 with Defendant United States Environmental Protection Agency, and that application remains pending.

7. Oregon is likely to apply for grants from Defendants in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 17th day of July, 2025, in Salem, Oregon.

Russell Casler Digitally signed by Russell Casler
Date: 2025.07.17 22:28:24 -07'00'

Russell Casler
Statewide Budget Reporting Administrator
Oregon DAS Chief Financial Office

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI385832275A41

May 22, 2025

David Gerstenfeld
Acting Director
Oregon Department of Employment
875 Union Street NE
Salem, OR 97311-0800

Dear Mr. Gerstenfeld:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI385832275A41, awarded under Unemployment Insurance Program Letter No. 11-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

April 1, 2025

Oanh Nguyen
State of Oregon
Oregon Department of Human Services
500 Summer St NE E81
Salem, OR 97301

Re: Termination Notice: Shelter and Services Program Grant Award

Grant Number: EMW-2024-SP-05198
Award amount: \$2,863,337.00

Dear Oanh Nguyen:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Shelter and Services Program (SSP) grant award identified above, effective immediately. DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the SSP Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the SSP identified in the awards' respective NOFOs. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws and securing the border. Consequently, grant programs that support, or have the potential to support, illegal immigration through funding illegal activities or support for illegal aliens that is not consistent with DHS's enforcement focus do not effectuate the agency's current priorities. The previous agency priorities under the FYs 2023 and 2024 SSP were to provide funding to non-federal entities to provide shelter, food, transportation, acute medical care, and personal hygiene supplies for individuals released from DHS short-term holding facilities. The individuals receiving these services often have no legal status and are in the United States unlawfully, such as those awaiting removal proceedings. This, in turn, provides support for illegal aliens and is not consistent with DHS's current priorities. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. §§ 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of this letter and promptly refunding any funding paid to date that exceed the amount set forth in your final federal financial report. FEMA previously issued a Remedy of Noncompliance Letter on March 11, 2025, informing you that you were not permitted to incur any additional costs under the award until further

Notice of Grant Award Termination: Shelter and Services Program

Page 2

notice from DHS/FEMA. This means that, during the closeout process, your final federal financial report must include all allowable costs incurred before the date of the Remedy of Noncompliance Letter but must not include costs incurred after the date of that Remedy of Noncompliance Letter.

FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of the Remedy of Noncompliance Letter are necessary, allocable, and reasonable. FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, FEMA determines that the total allowable costs exceed the amount paid to date, then FEMA will make a final payment for that difference. FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant awards based on any later post-closeout audit or review.

If you wish to object to the termination of this award, you may challenge the termination in writing and provide any information or documentation relevant to your challenge. You must submit any written objections no later than 30 days of this letter. There will be no other opportunity to appeal this action to Department of Homeland Security.

The FEMA Grant Programs Directorate is available to respond to any questions you may have. Please send all information and communications regarding this notification to FEMA-SSP@fema.dhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Hamilton', is written over a faint circular stamp.

Cameron Hamilton
Senior Official Performing the Duties of the
Administrator

EXHIBIT 46

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND
BUDGET, et al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF URI Z. MONSON

I, Uri Z. Monson, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Secretary of the Budget for the Commonwealth of Pennsylvania's Office of the Budget. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. Governor Shapiro appointed me to serve as Secretary of the Budget in January 2023. The Secretary of the Budget is the fiscal officer for Pennsylvania's Executive Branch. As Secretary, I lead and direct the team of Commonwealth employees that: develops the Governor's annual Executive Budget proposal;

oversees the execution of Pennsylvania's enacted budget; and ensures that the monies appropriated by the Pennsylvania General Assembly or appropriated by the United States Congress for the state Executive Branch are expended in accordance with law.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. Pennsylvania has had federal grants terminated pursuant to the Clause, including, but not limited to the following instances:

- a. On March 26, 2025, the U.S. Environmental Protection Agency (EPA) cited the Clause to terminate a \$1 million dollar award to the Pennsylvania Department of Environmental Protection (PaDEP) for Pennsylvania's Environmental Justice Government to Government - Engaging New Voices on Environmental Justice grant, which funded subgrants for government entities to support projects that improve environmental and public health outcomes in underserved communities. In citing the Clause, the EPA terminated that grant based on new agency priorities not contemplated at the time of the grant. Further, in citing the Clause, the EPA terminated that grant even though the Clause was not unambiguously incorporated into the grant's terms and conditions. A copy of the termination letter is included with my declaration.

- b. On May 22, 2025, the U.S. Department of Labor (DOL) cited the Clause to terminate an American Rescue Plan Act (ARPA) Integrity Grant for the Pennsylvania Department of Labor and Industry (L&I); the remaining balance on this grant was approximately \$1.2 million. In citing the Clause, DOL terminated the grant because, it claims, the award “no longer effectuates” the agency’s priorities (without explaining why) and stating that DOL wanted “flexibility” to contemplate new “administration and agency priorities.” The programs funded by the cancelled grant included tools to assist in fraud detection within the unemployment compensation program as well as self-service tools to make it easier and more efficient for the public to access unemployment benefits. A copy of the termination letter is included with my declaration.
- c. Also on May 22, 2025, DOL cited the Clause to terminate an ARPA Tiger Team grant; the remaining balance on this grant was approximately \$2.025 million. In citing the Clause, DOL terminated the grant because, it claims, the award “no longer effectuates” the agency’s priorities (without explaining why) and stating that DOL wanted “flexibility” to contemplate new “administration and agency priorities.” The programs funded by the cancelled grant included initiatives to support infrastructure that would simplify the claims process for the unemployment compensation program to decrease improper payments and increase program integrity. A copy of the termination letter is included with my declaration.
- d. Also on May 22, 2025, the U.S. Department of the Interior (DOI) cited the Clause to terminate a \$830,862 award to Pennsylvania’s Department of Conservation and Natural Resources (DCNR). The award would have been used in the City of Easton to fund the acquisition of five parcels. The acquisition would have allowed Easton to connect to nearby trails and parks. DOI terminated that grant because, it claimed, the award “no longer effectuates” the agency’s priorities, but DOI did not state why that is the case. A copy of the termination letter is included with my declaration.

5. Pennsylvania has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. An award from DOL to L&I of over \$125 million for L&I's unemployment compensation program. The grant was awarded on October 1, 2024, with an end date of December 31, 2027. Termination of this grant could result in significant staff reduction and would limit Pennsylvania's ability to process unemployment claims by 50% or more, significantly diminishing the ability to service the constituents of Pennsylvania.
- b. L&I's Workforce Division also currently has approximately \$564.3 million from over 30 grants from DOL. These grants were awarded under programs including the Workforce Innovation and Opportunity Act (WIOA), apprenticeship programs, and Jobs for Veterans, among others. The earliest start date of these grants was April 1, 2022, and the latest end date for the period of performance under these grants is June 30, 2028. Terminating these grants could: (1) deter the development of registered apprenticeships, thus weakening the skilled labor pipeline in critical industries such as manufacturing, building trades, and healthcare; (2) require shutting down the PA CareerLink(R) system, which include the physical and public facing centers supporting individuals with job search, training, Adult Education and Literacy, including shutdown of online services impacting nearly 78,000 individuals; and (3) dismantle a critical support system for veterans facing significant barriers to employment — including homelessness, disabilities, and extended unemployment.
- c. Five grants that DCNR received in June or July 2025 from the U.S. Department of Agriculture (USDA), totaling about \$4 million. These grants fund training and equipment for both state and volunteer fire fighting capacity, programs to survey state forests to determine their health and the presence of any invasive plants or species, and programs to control invasive species. Without this funding, DCNR would not have the same capacity to control forest fires or the ecological harm caused by invasive species.

6. Pennsylvania has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. Clean water capitalization grants that the Pennsylvania Infrastructure Investment Authority and PaDEP applied for from the EPA on July 1, 2025, totaling over \$169 million. On July 7, 2025, the Pennsylvania Infrastructure Investment Authority and PaDEP applied for drinking water capitalizations grants from the EPA totaling over \$144 million. These grants allow Pennsylvania to sustain funding for low-interest loans and grants in support of projects that remedy wastewater, stormwater, and non-point source pollution problems in Pennsylvania's communities.
- b. Grant applications that L&I submitted to DOL between March 2025 and July 2025, for awards totaling around \$153 million. These applications seek funding from DOL under WIOA, Apprenticeship programs, and Wagner-Peyser Act, as well as from EPA's Toxic Substances Act Lead-Based Paint Program.
- c. On July 1, 2025, Pennsylvania's Department of Aging applied for a Senior Community Service Employment Program grant in the amount of \$4,167,385 from DOL.
- d. By July 24, 2025, DCNR will apply for a State Forest Action Plan Implementation grant in the amount of \$759,728 from the U.S. Forest Service, which is an agency within USDA. The grant application and potential awarded funds will focus on active management for healthy and productive community and private forests across Pennsylvania.

7. Based on historical evidence, Pennsylvania is likely to apply for grants from Defendants in the future. Some examples of past grant awards include:

- a. From 2020 to 2024, the Pennsylvania Emergency Management Agency (PEMA) received over \$360 million in preparedness grants from Federal Emergency Management Agency (FEMA). Additionally, since 2021, PEMA received more than \$87

million in Hazard Mitigation grant funds. These federal funds assist PEMA in its mission to assist communities and mitigate against, prepare for, respond to, and recover from emergencies. This includes natural disasters, acts of terrorism, and other human-made disasters.

- b. From 2020 to 2025, the Pennsylvania State Police received between \$4 and \$5 million annually in grants from the U.S. Department of Justice (DOJ). The Pennsylvania State Police is likely to apply for grants from DOJ in the future that would help to strengthen the agency's law enforcement operations and expand its investigative capabilities through the acquisition of training, technology, and equipment.
- c. L&I's Workforce Division applies for millions of dollars of grants from DOL every year. Grant awards include funding for apprenticeship programs, Jobs for Veterans State Grant programs, Wagner-Peyser Employment Services, WIOA funds, Work Opportunity Tax Credit (WOTC), Reemployment Services and Eligibility Assessment services, Foreign Labor Certification activities, Trade Adjustment Assistance activities, Workforce Information Grants, and Bureau of Labor Statistics Cooperative Agreement grants.
- d. In 2024 and 2025, the Pennsylvania Department of Aging received around \$4 million in grants from USDOL. The Pennsylvania Department of Aging is likely to apply for grants from DOL the future to sustain the Senior Community Service Employment Program.
- e. By September 30, 2025, Pennsylvania's Infrastructure Investment Authority is likely to apply for a grant of over \$156 million for lead service line replacement. In addition, Pennsylvania is likely to apply in the future to the EPA for further clean water and drinking water capitalization grants funding comparable to what it has received in past years. These applications will further Pennsylvania's ability to provide low-interest loans and grants to address wastewater, stormwater and non-point source pollution problems in Pennsylvania's communities.

- f. From 2020 to 2025, DCNR was awarded about \$11 million annually from USDA, EPA, and FEMA. This funding sustains agency positions at DCNR, as well as the agency's work protecting the health of Pennsylvania forest, waterways, and communities from threats such floods, fires, and invasive species. DCNR will continue to apply for this funding.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of July, 2025, in Harrisburg, Pennsylvania.

A handwritten signature in black ink, appearing to read 'Uri Z. Monson', with a stylized flourish at the end.

Uri Z. Monson
Secretary of the Budget, Commonwealth of
Pennsylvania

Exhibit A

**OFFICE OF MISSION SUPPORT**

WASHINGTON, D.C. 20460

March 26, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement AJ-95337701 under 2 CFR 200.340

FROM: Kenneth I. Rose III, Region 3 Grants Management Officer

TO: Jennifer Brandt, Sr. Fiscal Mgmt Spec. for Fed Grants & Audits (RA_EPFISCALGRANTS@pa.gov)
Pennsylvania Department of Environmental Protection

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. AJ-95337701 awarded to Pennsylvania Department of Environmental Protection. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Lisa White at white.lisa@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, rose.kenneth@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Ariel Bailey
Jamie Davis
Fernando Trevino (ftrevinoma@pa.gov)

Exhibit B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000050

May 22, 2025

Maria Macus
Deputy Secretary
Pennsylvania Department of Labor and Industry
651 Boas St, 17th Floor
Harrisburg, PA 17121-0725

Dear Ms. Macus:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000050, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000075

May 22, 2025

Maria Macus
Deputy Secretary
Pennsylvania Department of Labor and Industry
651 Boas Street
Harrisburg, PA 17121-0725

Dear Ms. Macus:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000075, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit D



United States Department of the Interior

FISH AND WILDLIFE SERVICE
5275 Leesburg Pike
Falls Church, Virginia 22041



May 22, 2025

Cindy Adams Dunn
Pennsylvania Department of Conservation and Natural Resources
400 Market St. 7th Fl
Harrisburg, PA 17101-2301

Subject: Notice of Termination of Financial Assistance Award F25AP00643

Dear Secretary Adams Dunn,

This letter serves as notification of the termination of award F25AP00643, *PA FY 2024 HCA Pilot – Under Resourced Communities*, awarded under the Highlands Conservation Assistance Listing 15.667. This termination is effective as of today, May 22, 2025.

As authorized under 2 CFR§ 200.340, “Termination”, a Federal award may be terminated by the Federal awarding agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. This award no longer effectuates the priorities of the United States Fish and Wildlife Service (USFWS) and is therefore terminated.

The termination provisions related to your award are outlined in the General Terms and Conditions and are as follows:

TERMINATION PROVISIONS Per § 200.340 Termination, The Federal award may be terminated in whole or in part as follows:

- By the DOI sub-agency or pass-through entity, if the recipient or subrecipient fails to comply with the terms and conditions of the award.*
- By the DOI sub-agency or pass-through entity with the consent of the recipient or subrecipient, in this case, both parties must agree on the termination conditions, including the effective date and, for partial termination, specify which parts will be terminated.*
- By the recipient or subrecipient by providing written notice to the DOI sub-agency or pass-through entity, stating the reasons for the termination, the effective date, and, for partial termination, the portion to be terminated. However, if the DOI sub-agency or pass-through entity determines that the remaining portion will not achieve the purpose of the award, they may terminate the entire Federal award*
- By the DOI sub-agency or pass-through entity in accordance with the terms of the Federal award, including, if authorized by law, if the award no longer meets program goals or DOI priorities [emphasis added].*

Further, as authorized under 2 CFR §200.340(d) "Termination," your organization remains responsible for complying with the requirements outlined in 2 CFR §200.344, "Closeout." This includes submitting final financial and performance reports, which are due no later than 120 calendar days after the termination date.

Additionally, under 2 CFR §200.472 "Termination and Standard Closeout Costs," your organization will be reimbursed for costs incurred due to the termination of the award. This reimbursement covers allowable costs, as well as settlement expenses (e.g., accounting, legal, clerical costs) and administrative costs (e.g., salaries of personnel, preparing final reports). For more information on requirements and definitions of allowances, please refer to the relevant chapters of 2 CFR §200.

To reconcile funds, your organization must submit a final payment request if additional funds are owed. If funds are to be returned, they should be sent back to the USFWS. Once the USFWS receives your final reports, it will begin the closeout procedures for the award.

Sincerely,

Shelley DiBona
Grants Fiscal Officer

cc: Jason Rasku
Mark Hansford
Daniel Pierce

EXHIBIT 47

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF KRISTINE CAMPAGNA

I, Kristine Campagna, hereby declare as follows under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Associate Director for Community and Health Equity (“CHE”) Division at the Rhode Island Department of Health (“RIDOH”). I have held this position since January 2022. I hold a Master’s Degree in Education and have been with the RIDOH since 2009. I am a resident of the State of Rhode Island over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I provide policy direction to staff and programs in the Division of Community, Health and Equity including the Targeted Violence and Terrorism Prevention Program. I work directly with the Director of the Rhode Island Department of Health and other executive leadership staff to implement RIDOH’s mission to eliminate health disparities and achieve health equity for all Rhode Islanders.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. RIDOH has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On July 21, 2025, the U.S. Department of Homeland Security cited the Clause to terminate a \$637,065.00 award to RIDOH for the Targeted Violence and Terrorism Prevention Program grant (FAIN: EMW-2024-GR-05250), the objectives of which include: (1) the local community has awareness of the signs that someone may be escalating towards violence and of the threats of targeted violence and terrorism; (2) the local community has awareness of both risk factors for – and protective factors against – escalation to violence; (3) members of the local community engage the broadest and most diverse set of local stakeholders, sharing resources and best practices and building trusted partnerships to address targeted violence and terrorism; (4) members of the local community can act on bystander training and help individuals before they escalate to violence by understanding the role of, and the means to contact, threat assessment, and management teams; (5) members of the local community have access to multi-disciplinary threat assessment and management teams comprised of individuals such as psychologists, educators, faith leaders, and medical personnel that can provide support to an individual before an act of violence takes place; and (6) the

local community has programs that address risk factors for, and strengthen protective factors against, escalation to violence, including recidivism reduction programming. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or agency priorities.” These funds have allowed RIDOH to strategically partner with organizations in the state to provide trainings that raise societal awareness of targeted violence and terrorism, stand up and convene an Advisory Group within the state, and educate the public on nonviolence theory and available resources. The termination of this grant has harmed and will harm Rhode Island because RIDOH will lose funding that supports several RIDOH staff members totaling 1 FTE and RIDOH has had to cancel several community-based subawards. Termination of these funds weakens the State of Rhode Island’s ability to increase societal awareness and ultimately prevent threats against local communities and schools. Without these funds, the State loses resources to prevent future behavioral health threats associated with acts of targeted violence due to the inability to effectuate trainings for school resource officers, school administrators and personnel, and community partners to train individuals to recognize and report signs of escalation or threat. Lastly, the termination of these funds means an immediate stop to all the work described herein and significantly impedes our efforts to fund efforts to prevent targeted violence, terrorism, and tragedy or mass casualty in our state.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 31st day of July, 2025, in Providence, Rhode Island.

/s/ Kristine Campagna

Kristine Campagna

Associate Director, Community and Health

Equity Division

Rhode Island Department of Health

Exhibit A

U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

July 21, 2025

Rhode Island Department of Health
3 Capitol Hill Ste. 402
Providence, RI 02908

Re: Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award

Grant Number: EMW-2024-GR-05250

Award Amount: \$637,065

Dear Rhode Island Department of Health:

This letter serves as official notice that the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is terminating your Targeted Violence and Terrorism Prevention (TVTP) Program grant award identified above, effective immediately. From the date of receipt of this letter – July 21, 2025 – your organization is not permitted to incur any additional costs under this award.

DHS/FEMA is making this termination pursuant to the terms and conditions of the grant award. These terms and conditions include the Targeted Violence and Terrorism Prevention Notice of Funding Opportunity (NOFO) that applies to your grant and 2 C.F.R. § 200.340(a)(2) (2020), which authorizes DHS/FEMA to terminate your award "to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

Your agency received the grant award identified above to carry out the purposes of the Targeted Violence and Terrorism Prevention Grant Program identified in the award's respective Notice of Funding Opportunity. The Department, consistent with President Trump's direction, is focused on advancing the essential mission of enforcing immigration laws, securing the border, and combating anti-Semitism. Consequently, grant projects that support, or have the potential to support, activities not aligned with DHS's current focus do not effectuate the agency's current priorities. The previous agency priorities under the Fiscal Years 2021-2024 Targeted Violence and Terrorism Prevention Grant Program, aimed at preventing targeted violence and terrorism, resulted in the funding of openly partisan and political organizations as well as the funding of projects within sanctuary jurisdictions that blatantly disregarded federal immigration law. For these reasons, DHS/FEMA is terminating your award.

In accordance with the terms of your award, including 2 C.F.R. § 200.344-345 (2020), you must complete all closeout procedures. This includes, among other things, submitting all financial, performance, and other required reports within 120 calendar days from the date of receipt of this letter and promptly refunding any funding paid to date that exceeds the amount set forth in your final federal financial report. During the closeout process, your final federal

Termination Notice: Targeted Violence and Terrorism Prevention Program Grant Award
Page 2

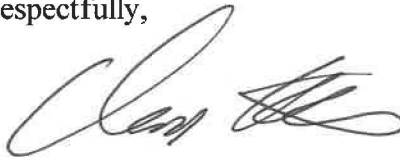
financial report must include all allowable costs incurred before the date of receipt of this letter but must not include costs incurred after the date of receipt of this letter.

If Rhode Island Department of Health believes it will have allowable termination costs as detailed in 2 C.F.R. § 200.472, it must notify DHS in writing and identify the associated costs within seven days of this letter. Costs resulting from financial obligations related to the terminated portion of the Award which were properly incurred by Rhode Island Department of Health before the date of this termination notice, and that were not incurred in anticipation of termination, remain allowable if they would have otherwise been allowable had the portion of the Award not been terminated.

DHS/FEMA will review all closeout documentation in accordance with 2 C.F.R. § 200.344. As part of its review, DHS/FEMA will determine the final allowable costs for your award. This will include evaluating whether all submitted costs incurred before the date of this Termination Notice are necessary, allocable, and reasonable. DHS/FEMA will notify you of the final allowable costs for the award and, if the payments made exceed the final allowable costs, you will need to promptly refund the difference. If, on the other hand, DHS/FEMA determines that the total allowable costs exceed the amount paid to date, then DHS/FEMA will make a final payment for that difference. DHS/FEMA will close the award when it determines that all administrative actions and required work have been completed. Closeout will not affect DHS/FEMA's ability to later disallow costs and recover funds for the grant award based on any later post-closeout audit or review.

The decision by DHS/FEMA to terminate your award is **not appealable**. DHS/FEMA is available to respond to any questions you may have. Please send all information and communications regarding this notification to the email address from which you received this letter, copying TVTPGrants@hq.dhs.gov.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Pratt', with a stylized flourish at the end.

Christopher C. Pratt
Senior Official Performing the Duties of Under Secretary
U.S. Department of Homeland Security

EXHIBIT 48

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF DIRECTOR BRIAN M. DANIELS

I, Brian M. Daniels, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of the Office of Management and Budget within the Rhode Island Department of Administration. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have broad responsibility for many aspects of administration throughout Rhode Island state government, including generally overseeing and supporting the development and administration of Rhode Island state agency budgets, including funds from federal financial assistance.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no

longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The termination of the grants described below have and/or would have severe impacts on Rhode Island across multiple critical sectors. The State would face significant challenges in digital equity initiatives, losing NTIA funding that supports broadband access and adoption in underserved communities, particularly affecting rural areas and low-income households. The unemployment insurance system, which supported workers during COVID-19, would lose critical ARPA modernization funding, potentially reverting to outdated systems that struggle with processing claims efficiently.

5. Environmental justice communities would also be particularly hard hit, as termination of the Environmental Justice Government-to-Government programs would eliminate funding for climate resilience projects and community-driven environmental initiatives that address pollution and health disparities in disadvantaged neighborhoods.

6. Rhode Island’s workforce development ecosystem would also suffer major disruptions with the loss of QUEST, apprenticeship expansion, and senior employment programs, reducing job training opportunities and career pathways for vulnerable populations.

7. Additionally, Rhode Island’s food security infrastructure will be weakened without the Local Food for Schools and Child Care programs, affecting both agricultural producers and nutrition programs for children.

8. The cumulative effect would be a significant reduction in the State’s capacity to address inequality, modernize critical systems, and support economic recovery, disproportionately impacting low-income communities, seniors, and environmental justice populations who rely most heavily on these federally funded services and programs.

Terminated Grants

9. Rhode Island has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On May 9, 2025, the Department of Commerce cited the Clause to terminate a \$4,540,059.00 award to Rhode Island Commerce for the NTIA State Digital Equity Planning and Capacity grant (FAIN: 4431DS038), the purpose of which is to implement the Rhode Island digital equity plan developed pursuant to the state digital equity planning grant program. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or priorities.” The termination of this grant has harmed Rhode Island as it required the State to terminate an employee; it also will harm Rhode Island as critical programming and digital literacy supports will not be able to be performed, leaving Rhode Islanders more vulnerable to cyberattacks and less able to leverage the internet for important things like job applications and adult learning, telemedicine, and online banking.
- b. On May 5, 2025, the Department of Commerce cited the Clause to terminate a \$344,000.00 award to the Rhode Island Coastal Resources Management Council for the Coastal Zone Management Inflation Reduction Act Non-Competitive Awards grant (FAIN: NA24NOSX473C0024), the purpose of which is to build the ability of the state’s federally-approved coastal management program within the Rhode Island Coastal Resources Management Council (CRMC) to implement projects, initiatives, and programs that increase the climate resilience of coastal communities within coastal counties, specifically to create a public shoreline

access management plan that fosters shoreline public access that is resilient to the effects of climate change, particularly in underserved and environmental justice communities in Rhode Island, to ensure Rhode Islanders know their rights to coastal areas, understand the roles of and connections between their state and town governments, and feel more connected to the coast and more resilient to the impacts of climate change. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or agency priorities.” The termination of this grant has harmed and will harm Rhode Island because (1) initial work has been completed under the first phase of this project to best realize the actual needs of Rhode Island’s citizenry to gain safe, accessible, resilient, and continued available shoreline access in light of the effects of a changing climate; (2) the delivery of these access points to all citizens of the State have a continued focus on gaining safe, available, and accessible access to underserved communities; and (3) it had begun and would have provided the State with a management plan that it can carry out to effectuate these objectives.

- c. On May 22, 2025, DOL cited the Clause to terminate a \$2,282,164.00 award to the Rhode Island Department of Labor and Training (DLT) for the American Rescue Plan Act Unemployment Insurance (ARPA UI) Equity grant (FAIN: UI382432255A44), the purpose of which is to conduct activities that result in increased equity in access and, when eligible, UI benefit receipt. The defendant agency cited the Clause and terminated this grant because it “does not effectuate agency priorities.” The termination of the grant will harm Rhode Island because

we will lose funding in support of UI fraud unit staff, in addition to funding in support of strengthening claimant access to the UI program.

- d. On May 22, 2025, DOL cited the Clause to terminate a \$1,491,750.00 award to DLT for the American Rescue Plan Act Unemployment Insurance (ARPA UI) Tiger Team grant (FAIN: 23A60UB000091), the purpose of which is to help states implement negotiated recommendations in areas the state needs to address the three goals of ARPA: (1) prevent and detect fraudulent activity, and to recover funds from fraud, (2) promote equitable access, and (3) ensure timely payment of benefits and reduce backlogs. The defendant agency cited the Clause and terminated this grant because it “does not effectuate agency priorities.” The termination of the grant will harm Rhode Island because we will lose funding in support of combatting UI fraud, in addition to funding in support of removing barriers to access for the UI program for Rhode Islanders. Losing this grant hampers our efforts to improve customer service to the UI program. We will also lose funding that would create different avenues for recouping overpayments of UI benefits.
- e. On May 22, 2025, DOL cited the Clause to terminate a \$869,000.00 award to DLT for the American Rescue Plan Act Unemployment Insurance (ARPA UI) Integrity grant (FAIN: 23A60UB000021), the purpose of which is to help states strengthen UI program integrity, including ID verification, fraud prevention and detection, and overpayment recovery efforts. The defendant agency cited the Clause and terminated this grant because it “does not effectuate agency priorities.” The termination of the grant will harm Rhode Island because we will

lose funding in support of combatting UI fraud, in addition to funding in support of timelier issuance of UI decisions.

- f. On May 22, 2025, DOL cited the Clause to terminate a \$155,134.00 award to DLT for the American Rescue Plan Act Unemployment Insurance (ARPA UI) Claimant Experience grant (FAIN: 23A55UB000014), the purpose of which is to revise UI correspondence by applying plain language principles to make information. The defendant agency cited the Clause and terminated this grant because it “does not effectuate agency priorities.” The termination of the grant will harm Rhode Island because we will lose funding in support of strengthening claimant access to the UI program.
- g. On March 31, 2025, EPA cited the Clause to terminate a \$1,000,000.00 award to the RI Department of Health (RIDOH) for the Environmental Justice Government-to-Government (EJG2G) Program grant (FAIN: 00A01317), the purpose of which is to, among other things, monitor and improve indoor air quality by providing education, outreach, training and assistance including installing passive air quality sensors, electric stoves, and air purifiers in 50 single- and multi-family public housing residences in order to reduce exposure to nitrogen oxide, semi-volatile organic compounds, and particulate matter (pm2.5) in residences experiencing a high burden of asthma and poor air quality. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or agency priorities” and “[t]he objectives of the award are no longer consistent with EPA funding priorities.” The termination of this grant has harmed or will harm Rhode Island because the areas of focus for

this project in Providence are all located in asthma hotspot regions, meaning that there is a high burden of asthma due to a high prevalence rate of asthma-related ED visits and/or hospitalizations, and Rhode Island will no longer be able to assess the full impact of air quality in these areas or provide mitigation measures to alleviate the burden of asthma. This will lead to a continued high volume of hospitalizations and emergency department visits which are costly financially and socially to the affected individuals, their families, and society at large (e.g., overburdening the health care system, missed time from work, missed time from school/high level of absenteeism which can lead to poor grades, overall quality of life, etc.).

- h. On March 31, 2025, EPA cited the Clause to terminate a \$944,618.00 award to the RI Department of Environmental Management (RIDEM) for the Environmental Justice Government-to-Government (EJG2G) Program grant (FAIN: 00A01316), the purpose of which is to, among other things, to strengthen community connections and build a collective understanding of environmental justice concerns in the upper Narragansett Bay watershed. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or agency priorities” and “[t]he objectives of the award are no longer consistent with EPA funding priorities.” The termination of the EJG2G program will harm Rhode Island because it will no longer be able to provide direct funding to community-based organizations actively working on environmental justice efforts in Rhode Island to build coordination, collaboration,

and understanding in communities that share the highest burden of environmental pollution impacts.

- i. On March 7, 2025, USDA cited the Clause to terminate a \$1,124,836 award to RIDEM for the Local Food Purchase Assistance 2025 Cooperative Agreement grant (FAIN: AM25LFPA0000C118), the purpose of which is to allow state/territory and federally recognized tribal governments to expand upon prior local food purchase assistance program work, and to provide an opportunity for state/territory and federally recognized tribal governments who did not participate in the local food purchase assistance program to establish projects through LFPA25, wherein they purchase local, unprocessed or minimally processed domestic foods from local producers, targeting historically underserved farmers/producers/fishers and small businesses including processors, aggregators, and distributors, with food purchased to target distribution to underserved communities. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates agency priorities.” The termination of the Local Food Purchase Assistance 2025 Cooperative Agreement will harm Rhode Island because it will prevent the state from continuing to facilitate purchase of locally grown and caught food from over 100 producers, distributing it to more than 70 community organizations, which helped increase food access for underserved populations, promote sustainable agriculture, and strengthen the local food system. With the cancellation of the LFPA 25 allocation, these critical efforts will be discontinued, impacting vulnerable communities who rely on the program for fresh, locally sourced food, as well as local producers and community

organizations that will lose a vital source of support and market opportunities. Through program evaluation, it has been found that LFPA has been providing food to approximately 36,000 Rhode Islanders each month.

Current Grants

10. Rhode Island has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:
 - a. On September 26, 2022, DOL awarded a \$15,000,000.00 grant to DLT for the Quality Jobs, Equity, Strategy and Training (QUEST) grant (FAIN: DW392012260A44), the purpose of which is to, among other things, create high-quality jobs and a skilled workforce and provide opportunities for all workers to overcome the employment, economic, and health effects of the COVID-19 pandemic.
 - b. On June 26, 2023, DOL awarded a \$793,980.00 grant to DLT for the State Apprenticeship Expansion Formula grant (FAIN: 23A60AP000026), the purpose of which is to, among other things, enhance the opportunity for and utilization of the registered apprenticeship system in the industries with the most projected demand for skilled labor (construction, healthcare childcare, manufacturing, green plant-based industries, and business services), and to support operational public sector registered apprenticeship programs, those in development, and multiple programs in climate clean energy related occupations.
 - c. On June 27, 2024, DOL awarded a \$428,339.00 grant to DLT for the Senior Community Service Employment Program grant (FAIN: 24A60AD000171), the purpose of which is to move Senior Community Service Employment Program

participants into unsubsidized employment in both the public and private sectors, promote part-time work experiences in community service assignments for unemployed low-income individuals who are 55 years of age or older, and foster self-sufficiency among such individuals.

- d. On May 29, 2024, DOL awarded a \$150,000.00 grant to DLT for the Senior Community Service Employment Program (Technology Funds) grant (FAIN: 24A60AD000125), the purpose of which is to support grantees with IT implementation and support costs related to the Department of Labor transition and implementation of the new Grantee Performance Management System case management tool, including by supporting Senior Community Service Employment Program recipients, intended to benefit Americans ages 55 or older who are unemployed or low-income and have a family income of no more than 125% of the federal poverty level.
- e. On September 14, 2023, DOL awarded a \$100,000.00 grant to DLT for the Trade Adjustment Assistance grant (FAIN: 23A55TA000003), the purpose of which is to enable states to use Trade Adjustment Assistance program funds provided under this grant to cover the cost of related state administration and the provision of training, employment and case management services including ongoing and sustained outreach, job search allowances, and relocation allowances to trade affected workers.

Pending Grant Applications and Future Grants

11. Rhode Island has pending grant applications with Defendants that, if awarded, could be at risk of termination pursuant to the Clause, including but not limited to:

- a. On June 27, 2025, RIDOH applied for an Asbestos AHERA grant in the amount of \$245,000 for the project period from October 1, 2025, to September 30, 2028, and that application remains pending.
- b. On June 30, 2025, RIDOH applied for an EPA BEACH Act grant in the amount of \$214,000 for the project period from October 1, 2025, to May 31, 2028, and that application remains pending.
- c. On July 3, 2025, RIDOH applied for an EPA Voluntary School and Child Care Lead Testing and Reduction grant in the amount of \$263,000 for the project period from October 1, 2025, to September 30, 2027, and that application remains pending.
- d. On April 4, 2025, RIDOH applied for an EPA State Indoor Radon Grant in the amount of \$225,000 for the project period from June 1, 2025, to May 31, 2026, and that application remains pending.
- e. On June 3, 2025, DLT submitted grant applications for DOL Workforce Innovation and Opportunity Adult, Youth and Dislocated Worker grants in the amount of \$8,204,857, and those applications remain pending.
- f. On July 1, 2025, DLT submitted a grant application for a DOL Workforce Information grant in the amount of \$310,831, and that application remains pending.
- g. On July 8, 2025, DLT submitted a grant application for a DOL Work Opportunity Tax Credit grant in the amount of \$64,103, and that application remains pending.

- h. On July 10, 2025, DLT submitted a grant application for a DOL Foreign Labor Certification grant in the amount of \$89,262, and that application remains pending.
 - i. On July 10, 2025, DLT submitted a grant application for a DOL Re-Employment Services and Eligibility Assessments grant in the amount of \$1,978,075, and that application remains pending.
12. Rhode Island is likely to apply for grants from Defendants in the future.
 - i. **U.S. Department of Agriculture (“USDA”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from USDA with annual totals ranging, approximately and at least, from \$456,267,429.77 (FY24) to \$594,407,986.57 (FY22). Rhode Island is likely to apply for grants from USDA in the future.
 - ii. **U.S. Department of Commerce (“DOC”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from DOC with annual totals ranging, approximately and at least, from \$36,367,508.00 (FY22) to \$117,419,352.09 (FY23). Rhode Island is likely to apply for grants from DOC in the future.
 - iii. **U.S. Department of Defense (“DOD”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from DOD with annual totals ranging, approximately and at least, from \$22,267,495.12 (FY23) to \$51,291,634.63 (FY22). Rhode Island is likely to apply for grants from DOD in the future.

- iv. **U.S. Department of Homeland Security (“DHS”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from DHS with annual totals ranging, approximately and at least, from \$5,792,677.00 (FY23) to \$46,931,843.49 (FY24). Rhode Island is likely to apply for grants from DHS in the future.
- v. **U.S. Department of Justice (“DOJ”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from DOJ with annual totals ranging, approximately and at least, from \$12,177,701.00 (FY23) to \$19,917,084.89 (FY22). Rhode Island is likely to apply for grants from DOJ in the future.
- vi. **U.S. Department of Labor (“DOL”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from DOL with annual totals ranging, approximately and at least, from \$10,607,667.00 (FY23) to \$38,984,426.36 (FY22). Rhode Island is likely to apply for grants from DOL in the future.
- vii. **U.S. Department of State (“State Department”)**: In FY24, for example, Rhode Island received grants from the State Department for, approximately and at least, \$199,461.78. Rhode Island is likely to apply for grants from the State Department in the future.
- viii. **U.S. Environmental Protection Agency (“EPA”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from EPA with annual totals ranging, approximately and at least, from

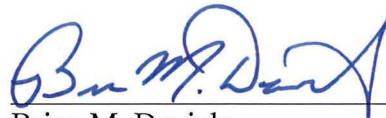
\$65,178,136.00 (FY22) to \$183,444,630.00 (FY24). Rhode Island is likely to apply for grants from EPA in the future.

ix. **National Endowment for the Humanities (“NEH”)**: In FY24, for example, Rhode Island received grants from NEH for, approximately and at least, \$187,103.93. Rhode Island is likely to apply for grants from NEH in the future.

x. **National Science Foundation (“NSF”)**: From FY22 through FY24, for example, Rhode Island has received grants each year from NSF with annual totals ranging, approximately and at least, from \$4,984,452.00 (FY22) to \$14,434,694.00 (FY24). Rhode Island is likely to apply for grants from NSF in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 16th day of July, 2025, in Providence, Rhode Island.



Brian M. Daniels
Director, Office of Management and Budget
Rhode Island Department of Administration

EXHIBIT 49

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF BETHANY D. JENKINS

I, Bethany Jenkins, PhD, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Vice President for Research and Economic Development and a Professor of Cell and Molecular Biology and Oceanography at the University of Rhode Island (“URI”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I have held the Vice President for Research and Economic Development position since April 2023 and a faculty position at URI since May 2005. In my role as Vice President for Research and Economic Development, I am URI’s senior research officer and oversee URI’s research ecosystem including our offices of sponsored projects, research integrity and research security. For the past twenty years as a faculty member at URI, I have had extensive experience leading projects and managing funding from federal agencies, during both Democratic and prior Republican presidential administrations.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. URI has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On April 8, 2025, DHS cited the Clause to terminate a \$181,245.00 award to URI for the Soft-target Engineering to Neutralize the Threat RealitY (SENTRY) Center grant (FAIN: 22STESE00001), the purpose of which is to focus efforts in protecting transportation environments and public venues, improving systems of collaboration across public and private entities, and producing new engineering approaches to securing crowded spaces with novel design concepts. The defendant agency cited the Clause and terminated this grant because it "no longer effectuates the program goals and the Department's priorities."
- b. On April 8, 2025, DHS cited the Clause to terminate a \$4,713,549.00 award to URI for the Centers for Homeland Security: Coastal Resilience Center grant (FAIN: 2015ST061ND0001 / 15STCRC00001). The defendant agency cited the Clause and terminated this grant because it "no longer effectuates the program goals and the Department's priorities."
- c. On April 3, 2025, DOD cited the Clause to terminate a \$1,225,127.00 award to URI for the Basic and Applied Scientific Research grant (FAIN: N000142312703), the purpose of which is to use concurrent in situ measurements

of animal movement and turbulent microstructure in the pelagic ocean to quantify the role of biology in ocean mixing. The defendant agency cited the Clause and terminated this grant because it “no longer effectuates the program goals or agency priorities.”

- d. On May 1, 2025, EPA cited the Clause to terminate a \$1,037,749.34 award to URI for the Environmental and Climate Justice Community Change Grants Program grant (FAIN: 00A01704), the purpose of which is to reduce food waste, increase donations from food businesses and increase the capacity for compost processing in the Rhode Island communities of providence, Pawtucket, Newport, Middletown, and Central Falls. The defendant agency cited the Clause and terminated this grant because it “will not accomplish the EPA funding priorities for achieving program goals” and “[t]he objectives of the award are no longer consistent with EPA funding priorities.”
- e. On April 18, 2025, NSF cited the Clause to terminate a \$579,183.00 award to URI for the Collaborative Research: Enhancing MPOWIR to Build a Diverse and Inclusive Oceanography Workforce grant (FAIN: 2148704), the purpose of which is to promote increased participation and retention in the physical oceanography field by early career women and additional marginalized and underrepresented genders in the field. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”
- f. On April 18, 2025, NSF cited the Clause to terminate a \$369,579.00 award to URI for the Challenging Cultural Norms through Asset-focused Narratives: Examining Intersecting Stigmatized Identities from Graduate Student and Faculty

Perspectives in the Natural Sciences grant (FAIN: 2321219), the purpose of which is to create an understanding of how to broaden participation in biology, chemistry and physics by examining how graduate students with multiple stigmatized identities perceive the culture and climate of academic STEM and dismantle public discourse that reinforce racist, sexist, and anti-religious stereotypes of grad students of color. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”

- g. On April 18, 2025, NSF cited the Clause to terminate a \$328,223.00 award to URI for the Postdoctoral Fellowship: STEMEdIPRF: Scholars in the Margins grant (FAIN: 2327257), the purpose of which is to fund an early career STEM postdoctoral research and enhance their educational and professional training as they conduct research with regard to how science identity maps to intersectional identities of a postdoctoral scholars from historically excluded and marginalized backgrounds. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”
- h. On April 18, 2025, NSF cited the Clause to terminate a \$127,883.00 award to URI for the Collaborative Research: IMPLEMENTATION: C-COAST: Changing the Culture of our Occupations to Achieve Systemic Transformation grant (FAIN: 2422305), the purpose of which is to promote increased retention and recruitment in one or more science/technology/engineering/mathematical fields by those underrepresented in the field to grow a new generation of estuarine and coastal science professionals, an area of need by employers in Rhode Island, the Ocean

State. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”

- i. On April 25, 2025, NSF cited the Clause to terminate a \$170,861.00 award to URI for the Advancing Informal Stem Learning grant (FAIN: 2313936), the purpose of which is to address the needs of under-resourced Latino families, with a particular emphasis on Latino children who bear a disproportionate burden from climatic changes. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”
- j. On April 25, 2025, NSF cited the Clause to terminate a \$1,696,109.00 award to URI for the Intercultural Science Communication Research and Training to Broaden Participation Among Historically Minoritized Science Practitioners grant (FAIN: 2115971), the purpose of which is to advance the science of communication make science more accessible and democratize the STEM fields and broaden participation. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”
- k. On April 25, 2025, NSF cited the Clause to terminate a \$149,433.00 award to URI for the Fostering Partnerships Between Community Leaders and Informal STEM Learning Institutions: Co-Constructing Research on Films for Racial Equity Dialogue, Intellectual Science Communication Research grant (FAIN: 2415563), the purpose of which is to develop behavior change and solution-based pathways between institutions and local communities of color. The defendant agency cited

the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”

1. On May 2, 2025, NSF cited the Clause to terminate a \$248,073.00 award to URI for the Louis Stokes Renewal STEM Pathways and Research Alliance: Northeast LSAMP 2021-2026 grant (FAIN: 2110083), the purpose of which is to recruit and retain historically underrepresented students pursuing bachelor degrees in STEM fields. The defendant agency cited the Clause and terminated this grant because it “no longer effectuate[s] the program goals or agency priorities.”
5. The terminations of these grants have harmed or will harm Rhode Island because the termination of the awards inherently frustrates the purposes of the grants, as described above; interferes with or brings to a halt work on the projects supported by these grants; and ultimately precludes Rhode Islanders from reaping the benefits of the research and work being done (and which had yet to be done) at and through URI.
6. URI has several current grants with several Defendants that are at risk of termination pursuant to the Clause.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 15 day of July, 2025, in Mazama, Washington.



Bethany D. Jenkins, Ph.D.
Vice President, Research and Economic
Development

EXHIBIT 50

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF CATHERINE DIMITRUK

I, Catherine Dimitruk, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am Executive Director of Northwest Regional Planning Commission, which is a political subdivision of the State of Vermont. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. It is the responsibility of the Executive Director to assist in the development of, administer and implement policies and programs adopted by the Commission; to train, guide, and evaluate staff; and to act as the Commission's principal representative. The Executive Director oversees all financial and compliance matters.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Northwest Regional Planning Commission has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On March 27, 2025, Defendant U.S. Environmental Protection Agency cited the clause to terminate a \$876,765 grant award to Northwest Regional Planning Commission under the Environmental Justice Government to Government Grant (66.312) which funded new and expanded active transportation projects. In citing the Clause, U.S. EPA terminated that grant based on new agency priorities not contemplated at the time of the grant. In citing the Clause, U.S. EPA terminated that grant even though the grantee was in full compliance with all terms and conditions and this Clause was not unambiguously incorporated into the grant’s terms and conditions. Termination of this grant will impact the health and safety of the Northwest region of the state by diminishing opportunities for citizens to exercise, bike and walk safely. I am attaching a copy of the grant termination notice to this Declaration.

5. The Northwest Regional Planning Commission also has other grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Economic Development Administration, Disaster Resilience Grant (11.302 US Dept of Commerce) issued June 10, 2024, \$518,622. If terminated this grant will several impact opportunities to protect lives and property from future flooding impacts.
- b. Brownfields Revolving Loan Fund (66.818 US EPA), August 16, 2023, \$1,000,000. If terminated this grant will stop projects that reduce health risks and improve economic prosperity, and will place private investment at increased risk.

6. Northwest Regional Planning Commission is likely to apply for grants from Defendants in the future.

- a. Specifically, Northwest Regional Planning Commission is likely to apply for grants from the U.S. Environmental Protection Agency, the Federal Emergency Management Agency, the U.S. Department of Transportation, and the Economic Development Administration in the U.S. Agency of Commerce. These grants will help us to sustain progress in rural economic development, including workforce readiness, housing construction, efficient transportation and emergency preparedness. This work requires 4-5 full time employees to provide needed technical assistance to rural communities and these positions will not be retained if federal funding is lost.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of July, 2025, in St. Albans, Vermont.



Catherine Dimitruk
Executive Director
Northwest Regional Planning Commission

Exhibit A



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

March 27, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement 5C-00A01276 under 2 CFR 200.340

FROM: Arthur Johnson, Region 1
EPA Award Official

TO: Catherine Dimitruk, Executive Director
Northwest Regional Planning Commission

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. 5C-00A01276 awarded to Northwest Regional Planning Commission. This EPA Assistance Agreement is terminated in its entirety effective immediately on the grounds that the award no longer effectuates the program goals or agency priorities. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The grant specified above provides funding for programs that promote initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions; that are not free from fraud, abuse, waste, or duplication; or that otherwise fail to serve the best interests of the United States. The grant is inconsistent with, and no longer effectuates, Agency priorities.

The process for closeout is generally outlined in 2 C.F.R. § 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 C.F.R. § 200.344(a)):

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. *See* 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344 & 345 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” *See* 2 C.F.R. § 200.344(e).

Also, per 2 C.F.R. § 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Alison Newman, newman.alison@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, johnson.arthur@epa.gov, within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. *See* 2 C.F.R. § 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 C.F.R. § 200.345 remain in effect.

ATTACHMENT

Amendment Document

cc: Robert Smith, EPA Grant Specialist
 Lauren Sadowski, EPA Project Officer
 Greta Brunswick, Project Manager

EXHIBIT 51

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF DOROTA A. GREJNER-BRZEZINSKA

I, Dorota A. Grejner-Brzezinska, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am currently employed by the University of Wisconsin–Madison (UW–Madison) as its Vice Chancellor for Research. UW–Madison, the flagship institution of the University of Wisconsin System, is a public land-grant university, enrolling over 52,000 students. As the Vice Chancellor for Research, I have responsibility for overseeing the UW–Madison research enterprise with more than \$1.7 billion in annual research expenditures. My office also includes administration of 20 cross-campus research and service centers. The mission of the Office of the Vice Chancellor for Research is to advance excellence in research and scholarship, to support our multidisciplinary research centers and institutes, and to provide campus-wide administrative infrastructure to support and advance the research enterprise.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The University of Wisconsin - Madison has had grants terminated by Defendants pursuant to the Clause, including, but not limited to the following:

- a. On April 18, 2025, Defendant United States Department of Agriculture cited the Clause to terminate a roughly \$600,000 Equity in Conservation Outreach Cooperative Agreement to the University of Wisconsin – Madison, which funded community-led conservation projects. In citing the Clause, the Department of Agriculture terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the award is “inconsistent with, and no longer effectuates, Department priorities.” Included as **Exhibit A** to this declaration is a true and correct copy of the termination notice.
- b. On March 14, 2025, Defendant United States Department of Defense cited the Clause to terminate a \$2.1 million Minerva Research Initiative grant award to the University of Wisconsin – Madison. The Department of Defense stated that the award was “terminate[d] . . . in accordance with 2 CFR. 200.340(a)(4),” without further explanation. Included as **Exhibit B** to this declaration is a true and correct copy of the termination notice. The Department of Defense terminated the grant on this basis even though the Clause was not unambiguously incorporated into the grant’s terms and conditions. The

University had been spending the award to help the Department of Defense use artificial intelligence and machine learning to better evaluate risks and opportunities in the science research projects that Defense funds.

- c. On May 2, 2025, Defendant United States Environmental Protection Agency (EPA) cited the Clause to terminate a roughly \$3.2 million award under the Environmental and Climate Justice Block Grant Program. In citing the Clause, EPA terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the “objectives of the award are no longer consistent with EPA funding priorities.” Included as **Exhibit C** to this declaration is a true and correct copy of the termination notice. EPA terminated the award on this basis even though the Clause was not unambiguously incorporated into the award’s terms and conditions. Under this award, the University and its statutory grant partner, Brothertown Indian Nation, was to continue a 30-year ecological restoration effort by bolstering the capacity of Tribal communities to address the watershed health and the loss of Mayom (Wild Rice) in the Winnebago watershed through Traditional Ecological methods and increased participation in governance. Losing this funding threatens those restoration and conservation governance capacity building efforts, and risks harming the University’s collaborative relationships with its Tribal partners.
- d. On April 2, 2025, Defendant National Endowment for the Humanities cited the Clause to terminate a roughly \$150,000 Digital Humanities Advancement Grants award. In citing the Clause, the National Endowment for the Humanities

terminated the grant based on new agency priorities not contemplated at the time of grant; the termination notice stated that “the NEH is repurposing its funding allocations in a new direction” and that “[y]our grant no longer effectuates the agency’s needs and priorities.” Included as **Exhibit D** to this declaration is a true and correct copy of the termination notice. The purpose of this project was to enhance computational methods for analyzing text and image reuse while exploring the question of how early 20th century promotional material impacted readers’ reception of information and engagement with culture. This termination resulted in reduced employment for the project team, including the imminent end of a fixed-term project staff member, reduced hours for graduate students, and an effective salary cut for the lead researcher.

- e. On April 25, 2025, Defendant National Science Foundation cited the Clause to terminate a roughly \$2 million award under the Education and Human Resources/Advancing Informal STEM Learning program. In citing the Clause, the National Science Foundation terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the award “no longer effectuate[s] the program goals or agency priorities” and citing a website with “current NSF priorities.”¹ Included as **Exhibit E** to this declaration is a true and correct copy of the termination notice. The fundamental purpose of the terminated project was to advance informal STEM education in Indigenous communities by centering culturally grounded, place-based experiences that strengthen connections to land, science, and identity. The project focused on

¹ The cited website URL was <https://www.nsf.gov/updates-on-priorities>.

engaging youth, adults, and community members through informal learning opportunities that are designed to build STEM awareness, confidence, and relevance, ultimately supporting workforce development and education pathways. Without funding, the project has been shut down, leading to several harms: (1) the loss of learning opportunities for thousands of Native youth and community members; (2) the imminent loss of one tribal staff member and potential loss of three more; and (3) damage to the University's relationship with its tribal partners.

5. The University of Wisconsin – Madison has current aggregate awards with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Over \$329 million in obligated funds on direct and pass-through awards where Defendant United States Department of Agriculture or one of its subagencies is the federal funding agency;
- b. Approximately \$104 million in obligated funds on direct and pass-through awards where Defendant United States Department of Commerce or one of its subagencies is the federal funding agency;
- c. Over \$217 million in obligated funds on direct and pass-through awards where Defendant United States Department of Defense or one of its subagencies is the federal funding agency;
- d. Approximately \$398,000 in obligated funds on pass-through awards where Defendant United States Department of Homeland Security is the federal funding agency;

- e. Approximately \$30,000 in obligated funds on pass-through awards where Defendant United States Federal Emergency Management Agency is the federal funding agency;
- f. Over \$4 million in obligated funds on direct and pass-through awards where Defendant United States Department of Justice or one of its subagencies is the federal funding agency;
- g. Over \$1.1 million in obligated funds on direct awards where Defendant United States Department of Labor or one of its subagencies is the federal funding agency;
- h. Over \$350,000 in obligated funds on direct and pass-through awards where Defendant United States Department of State or one of its subagencies is the federal funding agency;
- i. Over \$4 million in obligated funds on direct and pass-through awards where Defendant United States Environmental Protection Agency is the federal funding agency; and
- j. Over \$545 million in obligated funds on direct and pass-through awards where Defendant National Science Foundation is the federal funding agency.

6. The University of Wisconsin – Madison has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. A pending proposal with Defendant United States Department of Agriculture Forest Service to monitor Spotted Owl populations in California and to study

the effects of ecological stressors, such as severe fire, on these populations using bioacoustics approaches.

- b. A pending proposal with the National Oceanic and Atmospheric Administration, a bureau within Defendant United States Department of Commerce, that is part of a multi-agency effort to use satellite observations to rapidly detect and monitor wildfires for wildfire protection and prevention. The proposed work will develop new capabilities in the Next Generation Fire System (NGFS), which leverages artificial intelligence methods, that help address the operational needs of firefighters and land managers on public lands.
- c. A pending proposal to the Air Force, under Defendant United States Department of Defense, to develop semiconductor structures that allow for active control of light emission, absorption, and transmission. This is aimed to create materials that can be illuminated by light of one wavelength (near-infrared), causing a change in the absorption and emission characteristics for a different wavelength (infrared). This has applications in thermal camouflage, energy conversion, thermal management, and other defense applications where control of infrared light is critical.

- e. Pending new and renewal proposals with Defendant National Science Foundation for the IceCube project, to increase its capabilities as a multipurpose detector facility by extending the observatory's size and energy range, and to ensure UW-Madison's critical role in providing data analysis capacity and maintenance and operation of the facility, and maintain its status as a national facility that enables a wide array of internationally collaborative scientific research in ground-based neutrino astrophysics.
- f. A pending renewal proposal with the Occupational Safety and Health Administration, under Defendant United States Department of Labor, to continue providing on-sight consultation services, including training and education, whereby employers, particularly those with smaller businesses and with high-hazard workplaces (as defined or approved by OSHA), receive assistance related to safety and health hazards.
- g. A pending proposal with Defendant United States Federal Emergency Management Agency, which combines use of Augmented Reality systems, unmanned robotic platforms, emerging AI technologies, and leverages a portable edge computing platform that improves the ability of first responders (especially firefighters) in their mission critical applications.

7. In Wisconsin's fiscal year 2024, the University had the following total expenditures reimbursed with funding from the Defendants or their subagencies:

- a. Over \$84 million from the Department of Agriculture;
- b. Over \$21 million from the Department of Commerce;
- c. Around \$60 million from the Department of Defense;

- d. Over \$2.2 million from the Environmental Protection Agency;
- e. Around \$87,000 from the Department of Homeland Security;
- f. Around \$107,000 from the Federal Emergency Management Agency;
- g. Over \$350,000 from the Department of Justice;
- h. Over \$4.4 million from the Department of Labor;
- i. Over \$700,000 from the National Endowment for the Humanities;
- j. Over \$134 million from the National Science Foundation; and
- k. Around \$645,000 from the State Department.

Given these historical grants, the University of Wisconsin – Madison is likely to apply for grants from all these Defendants in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29th day of July, 2025, in Madison, Wisconsin.



Dorota A. Grejner-Brzezinska

Exhibit A



April 18, 2025

UNIVERSITY OF WISCONSIN SYSTEM
21 N PARK ST STE 6301
MADISON WI 53715-1218

This letter provides notice that the United States Department of Agriculture is terminating your federal award, NR243A750003C086, *Centering Justice in Climate-Smart Ag*, in accordance with the terms and conditions of your award, which include applicable regulations relating to termination. See 2 C.F.R. §§ 200.340-343.

It is a priority of the Department of Agriculture to eliminate discrimination in all forms throughout the United States. The Secretary of Agriculture has determined, per the Department's obligations to the Constitution and laws of the United States, that priority includes ensuring that the Department's awards do not support programs or organizations that promote or take part in diversity, equity, and inclusion ("DEI") initiatives or any other initiatives that discriminate on the basis of race, color, religion, sex, national origin, or another protected characteristic. Such DEI policies and practices can violate both the letter and purpose of Federal civil rights laws and conflict with the Department's policy of maximizing and promoting American agriculture, ensuring a safe, nutritious and secure food supply, enhancing rural prosperity, and protecting our National Forests. In addition to complying with the letter and spirit of the civil rights laws, it is vital that the Department assess whether all awards are free from fraud, abuse, and duplication, as well as to assess whether current awards are in the best interests of the United States.

Termination. The award specified above provides funding for programs that promote or take part in DEI initiatives or other initiatives that unlawfully discriminate on the basis of race, color, religion, sex, national origin, or another protected characteristic; that violate either the letter or purpose of Federal civil rights laws; that conflict with the Department's policies and priorities; that are not free from fraud, abuse, or duplication; or that otherwise fail to serve the best interests of the United States. The award is therefore inconsistent with, and no longer effectuates, Department priorities. See 2 C.F.R. § 200.340(a)(4). Pursuant to, among other authorities, 2 C.F.R. §§ 200.339-343, which are applicable to your award, the Department hereby terminates award number NR243A750003C086 in its entirety effective April 18, 2025.

Closure. You must submit all final reports and a final payment request no later than 120 calendar days after the date of this notice. You will be reimbursed for costs incurred up to the date of this notice that are determined to be consistent with 2 C.F.R. § 200.343, *Effects of suspension or termination*. Any open balance remaining 120 days after the date of this notice will be unavailable for payment.

If you do not submit all reports in accordance with the terms and conditions of the Federal award within one (1) year of the effective termination date, the Natural Resources Conservation Service (NRCS) must proceed to close out the award with the information available. In these circumstances, in accordance with 2 C.F.R. § 200.344, NRCS must report your material failure to comply with the terms and conditions of the award in SAM.gov using the Contractor Performance Assessment Reporting System (CPARS). In this way, failure to submit timely and accurate final reports may affect your future funding.

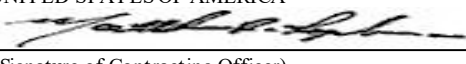
Recipients are required by Federal regulation to retain all Federal award records consistent with 2 C.F.R. § 200.334. Termination of the agreement does not affect a Federal agency's or a pass-through entity's right to disallow costs and recover funds based on a later audit or other review. In addition, termination does not affect a recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments (refer to 2 C.F.R. § 200.345).

If you have questions, contact your Natural Resources Conservation Service Program Contact at Louis.Aspey@usda.gov.

Sincerely,
LOUIS ASPEY
Associate Chief
Natural Resources Conservation Service

CC: Galon Hall, Grants and Agreements Director, FPAC Business Center

Exhibit B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 14-Mar-2025		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709		CODE W911NF		7. ADMINISTERED BY (If other than item 6) ONRRO CHICAGO FEDERAL BUILDING, ROOM 380 230 SOUTH DEARBORN STREET CHICAGO IL 60605-1595		CODE N62880
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF WISCONSIN SYSTEM 21 N PARK ST STE 6301 MADISON WI 53715-1218				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W911NF2210294		
				X 10B. DATED (SEE ITEM 13) 29-Sep-2022		
CODE 09FZ2		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW T&C and 2 CFR 200.340(a)(4)						
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mlync1nf251328 The purpose of this modification is to terminate this award in accordance with 2 CFR 200.340(a)(4). This award is terminated effect on 28 February 2025. No additional cost shall not occur after 28 February 2025. The Final Technical Report, final cost vouchers and final SF 425 shall be submitted no later than no later than 45 days of this modification.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MATTHEW R. LYNCH / CONTRACTING/GRANTS OFFICER TEL: (919) 549-4237 EMAIL: matthew.r.lynych.civ@army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 14-Mar-2025

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

W911NF2210294

P00005

Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

The total cost of this line item has decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2022 TO 29-SEP-2025	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) SHIPPING ADDRESS (NO MAILING) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2022 TO 28-FEB-2025	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) SHIPPING ADDRESS (NO MAILING) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

(End of Summary of Changes)

Exhibit C



May 1, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement 5F00E05004-1 under 2 CFR 200.340

FROM: EPA Award Official

TO: Brenda Egan, Managing Officer
University of Wisconsin System

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. 5F00E05004-1 awarded to the University of Wisconsin System. This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved

workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Anne Vogel at R5GrantTerminationDisputes@epa.gov, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, fields.robert@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15.

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Lawrence Crowley, EPA Grant Specialist
Christopher Luna, EPA Life Scientist
Jessie Conaway, University of Wisconsin System, Faculty Assistant

Exhibit D



**NATIONAL ENDOWMENT FOR THE HUMANITIES
NOTICE OF GRANT TERMINATION**

April 2, 2025

Ms. Brenda A. Egan

University of Wisconsin System

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. HAA30391225) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact Grant_Notifications@nehemail.onmicrosoft.com with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald
Acting Chairman, National Endowment for the Humanities
400 7th Street S.W., Washington, DC 20506

Exhibit E

Roth, Colin T.

From: NSF Grants <grants005@nsf.gov>
Sent: Friday, April 25, 2025 10:51 AM
To: Dorota Brzezinska
Cc: RSP - NSF
Subject: Notice from National Science Foundation

U.S. National Science Foundation Division of Grants and Agreements
2415 Eisenhower Avenue
Alexandria, Virginia 22314
(703) 292-8210

04/25/2025

Dorota Grejner-Brzezinska
Vice Chancellor for Research
University of Wisconsin-Madison
dorota.brzezinska@wisc.edu

Dear Dorota Grejner-Brzezinska:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current [NSF priorities](#).

Effective immediately, the following are terminated:

NSF Award Id
2332102
2139125
2100017
2219604
2343113
2118482
2201545
2401278
2415767
2429717
2416516

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no

longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish a summary of progress under the award and an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director
Office of Budget Finance and Award Management (BFA)
Division of Grants and Agreements (DGA)

EXHIBIT 52

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF PAMELA MCGILLIVRAY

I, Pamela McGillivray, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Deputy Secretary of the Wisconsin Department of Workforce Development (WI DWD). I have been serving in this capacity since July 11, 2021. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I serve as the Deputy Secretary under the direction of the Secretary of the Department of Workforce Development to oversee department operations, including budget and finances, staffing, and contracts and grants. In this capacity and as the authorized representative, I am a signatory to our federal grants from the United States Department of Labor (DOL).

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer

effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. Wisconsin has had grants terminated by Defendants pursuant to the Clause, including, but not limited to:

- a. On May 22, 2025, Defendant DOL cited the Clause to terminate seven grant awards to WI DWD totaling around \$32 million.¹ DOL state that the awards “[n]o longer effectuate[] the U.S. Department of Labor’s . . . priorities for its grant funding,” without further explanation. Included as **Exhibits A through G** are true and correct copies of the termination notices. The priorities of the grants were established by Congress. Section 9032 of American Rescue Plan Act (ARPA) (Pub. L. 117-2), which created Section 2118 of the CARES Act, states the purpose of these funds is "to detect and prevent fraud, promote equitable access, and ensure the timely payment of benefits with respect to unemployment compensation programs[.]" These awards were being used to support unemployment insurance modernization projects to ensure effective and efficient payment of unemployment insurance benefits and to reduce fraud and overpayments, as well as to promote equitable access to and ensure timely payment of benefits.
- b. As a result of U.S. DOL's action, DWD was forced to halt the following UI modernization projects:
 - UI Employer Portal Modernization (\$11.25 million). DWD planned to use the funds to create a state-of-the-art web-based and mobile solution that modernizes the current employer portal with the added functionality that

¹ All award amounts referenced in this paragraph correspond to the initial award’s total amount, not the amount unspent as of closeout following termination.

improves communications between DWD and its customers for tax and wage reporting, employer information and support, responding to submitted unemployment insurance claims verification, and activities in support of appeals. Some of the most critical items in the modernization project are secure communications to reduce fraud and document sharing to increase efficient collaboration between employers and DWD.

- UI Program Integrity (\$2.6 million). DWD used this to identify potential fraud, modernize the UI system to detect sophisticated new fraud schemes, and improve overpayment collection activities.
- UI Fraud Detection and Prevention (\$3.7 million). This grant was used to strengthen identity verification of UI claimants, enhance fraud detection and prevention strategies, improve data management and analytic capabilities, increase cybersecurity, and expand overpayment recovery efforts in all UI programs.
- UI Tiger Team (round 1: \$4.2 million; round 2: \$263,400). DWD used the grant to implement identity authentication and identity proofing tools, including the Integrity Data Hub, as well as to modernize its application process. DWD was looking to further enhance its adjudication case scheduler automation and central repository for all interactions on a claim when the funds were terminated.
- UI Equity (\$6.8 million). DWD planned to use the remaining grant funds to implement a modernized correspondence tool to facilitate effective written communication with all UI customers through an agile and

efficient systems interface. The new tool would make updates to standard correspondence less costly and require less staff resources.

- c. Termination of the U.S. DOL grants prevents DWD realizing efficiencies for Wisconsin employers, workers, and DWD staff that it would gain from a modern and integrated UI IT system.

5. Wisconsin has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. WI DWD has multiple ongoing awards from DOL, including over \$11 million for the Wagner-Peyser Employment Service program, which provides recruitment assistance to businesses and career services to over 20,000 job seekers each year, and almost \$27 million for Workforce Innovation and Opportunity Act programs, which provide employment and training services to thousands of unemployed and underemployed adults each year, including those facing difficulty transferring specialized skills to other occupations or industries, or a decline in market demand for certain skills.

6. WIDWD anticipates receiving future awards, among others, of around \$15 million from DOL under certain Workforce Innovation and Opportunity Act programs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 23rd day of July, 2025, in Madison, Wisconsin.

A handwritten signature in black ink, appearing to read "Pamela McGillivray", is positioned above a horizontal line.

Pamela McGillivray
Deputy Secretary of Wisconsin Department of Workforce
Development

Exhibit A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000097

May 22, 2025

Pamela McGillivray
Wisconsin Department of Workforce Development
201 E. Washington Ave.
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000097, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit A

Exhibit B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000108

May 22, 2025

Pamela McGillivray
Wisconsin Department of Workforce Development
201 E. Washington Ave.
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000108, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit C

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI371002155A55

May 22, 2025

Pamela McGillivray
Wisconsin Department of Workforce Development
201 E. Washington Ave.
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI371002155A55, awarded under Unemployment Insurance Program Letter No. 22-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit D

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI385812275A55

May 22, 2025

Pamela McGillivray
Deputy Secretary
Wisconsin Department of Workforce Development
201 E. Washington Ave.
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI385812275A55, awarded under Unemployment Insurance Program Letter No. 11-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit D

Exhibit E

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: 23A60UB000045

May 22, 2025

Pamela McGillivray
Wisconsin Department of Workforce Development
201 E Washington Ave
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number 23A60UB000045, awarded under Unemployment Insurance Program Letter No. 11-23, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit F

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI382372255A55

May 22, 2025

Pamela McGillivary
Wisconsin Department of Workforce Development
201 E Washington Ave
Madison, WI 53703-2866

Dear Ms. McGillivary:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI382372255A55, awarded under Unemployment Insurance Program Letter No. 02-22, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

Exhibit G

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
Grant Number: UI382552255A55

May 22, 2025

Pamela McGillivray
Deputy Secretary
Wisconsin Department of Workforce Development
201 E Washington Ave
Madison, WI 53703-2866

Dear Ms. McGillivray:

In accordance with [2 CFR 200.340\(a\)\(2\)](#), grant number UI382552255A55, awarded under Unemployment Insurance Program Letter No. 23-21, is being terminated because it no longer effectuates the U.S. Department of Labor's (Department) priorities for its grant funding. The Department is currently undergoing a comprehensive review of the uses of American Rescue Plan Act (ARPA) funding to ensure that the use of such funds is done in the most efficient and effective manner to achieve the objectives of ARPA, and in a manner that aligns with agency and administration priorities. After completing its review, the Department may consider new funding opportunities to achieve these objectives. Taking this action now allows the Department to maintain the flexibility to meet those objectives in alignment with administration and agency priorities.

The termination is effective as of the date of this letter. As part of the termination process, ETA will immediately truncate the grant's period of performance end date to match the date of this letter. Your organization will receive a subsequent administrative grant amendment reflecting this change, as well as an email outlining instructions for the grant closeout process.

Pursuant to [2 CFR 200.343](#), this letter also serves as notice of express authorization that termination costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after termination are allowable. Requirements for the allowability of such costs are found here: [2 CFR 200.472 \(Sept. 30, 2024\) -- Termination costs](#). As a reminder, all costs charged to Federal awards, including termination costs, must be reasonable and allocable in the performance of the Federal award. See 2 CFR 200.403-405.

For the reasons noted above, the Department has determined that the award does not effectuate agency priorities. This determination constitutes final agency action and is not subject to administrative appeal. If you have questions, please contact ARPAGrants@dol.gov.

Sincerely,

A handwritten signature in cursive script that reads "Janice Sheelor".

Janice Sheelor
Grant Officer
Office of Grants Management
Employment and Training Administration

EXHIBIT 53

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF MELISSA A. NIELSEN

I, Melissa A. Nielsen, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of Research and Sponsored Programs at the University of Wisconsin – La Crosse. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In May 2014, I was appointed as the Director of Research and Sponsored Programs at the University of Wisconsin – La Crosse. As the Director of Research and Sponsored Programs, I provide general oversight of the grants and sponsored programs.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. On February 28, 2025, Defendant United States Department of State cited the Clause to terminate a \$60,300 University Partnership Program award to the University of Wisconsin – La Crosse, stating that the award “no longer effectuates agency priorities,” without any further explanation. Included as **Exhibit A** to this declaration is a true and correct copy of the termination notice. The award had been used to fund a partnership program between the University of Wisconsin - La Crosse and the University of Belgrade for field, laboratory, and research training at an archaeological site in Serbia. Due to the early termination of the award, university students were deprived of a substantive, international experiential learning opportunity, and international collaboration efforts between UW-La Crosse and the University of Belgrade were disrupted, including plans to develop an international student exchange program between UW-La Crosse and the University of Belgrade.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 18th day of July, 2025, in La Crosse, Wisconsin.



Melissa A. Nielsen
Director of Research and Sponsored Programs

Exhibit A



Department of State

Termination Notification

NOTICE OF TERMINATION

February 28, 2025

University of Wisconsin-La Crosse
Prof. Amy Nicodemus
1725 State St.
La Crosse, WI 54601-3742
United States

REF: SRB10023GR0053; American-Serbian Archaeological Field School at Rabe Anka Siget, Serbia

Dear Prof. Nicodemus:

The U.S. Department of State hereby notifies the recipient that this award is immediately terminated as of February 27, 2025. This award no longer effectuates agency priorities and is terminated in accordance with the U.S. Department of State Standard Terms and Conditions, 2 CFR 200.340, and/or Award Provisions as applicable.

This termination will be further codified through an amendment to the award reflecting the termination date.

Effective immediately upon receipt of this Notice of Termination, the Recipient must stop all work on the program and not incur any new costs after the effective date cited above. Payment requests for legitimate costs incurred prior to this notification are allowable. If your award is already in suspended status, payment requests for legitimate costs incurred prior to the effective date of the Notice of Suspension are allowable. The Recipient must cancel as many outstanding obligations as possible.

Final reports will be due in accordance with the Award Provisions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Madelyn Mahon", with a stylized flourish at the end.

Madelyn Mahon
Cultural Affairs Officer

EXHIBIT 54

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF JESSE PATCHAK

I, Jesse Patchak, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of the Bureau of Budget and Finance at the Wisconsin Department of Justice. My general responsibilities include overseeing the Department's budget, finance, and procurement operations. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

3. Wisconsin has had grants terminated by Defendants pursuant to the Clause, including, but not limited to:

- a. On April 22, 2025, Defendant United States Department of Justice cited the Clause to terminate an award through the Crime Victim Assistance Discretionary Grant program under which the Wisconsin Department of Justice had received a roughly \$1.5 million subaward. The grant termination notice stated that the prime grantee had received a “Termination for Convenience notice from the . . . U.S. Department of Justice,” which I understand to be a reference to the Clause. Included as **Exhibit A** to this declaration is a true and correct copy of the termination notice that the Wisconsin Department of Justice received. The Wisconsin Department of Justice had been using this award to pilot the feasibility and acceptability of the use of a new online survey tool to gather information from crime victims served by a sample of service providers in Wisconsin and assess the tool’s usefulness for future work in this area. Without this award, work on the project has stopped, likely hindering state-wide adoption of this potentially useful tool and making it more difficult to gather data from crime victims.
4. Wisconsin has current grants with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:
 - a. The Wisconsin Department of Justice has ongoing awards with Defendant U.S. Department of Justice. For example, the Wisconsin Department of Justice has received a roughly \$580,000 award under the Residential Substance Abuse Treatment Program on September 18, 2024, which it plans to use to increase the number of jails offering FDA-approved medications, prepare individuals for reintegration into communities, and assist individuals through reentry and after release.

5. Wisconsin is likely to apply for grants from Defendants in the future. Although Defendant U.S. Department of Justice has not yet posted additional funding opportunities, the Wisconsin Department of Justice plans to apply for various grants if and when they are announced, including additional rounds of funding for the Residential Substance Abuse Treatment Program.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of July, 2025, in Madison, Wisconsin.

A handwritten signature in black ink, appearing to read 'JP' or 'J. Patchak', written over a horizontal line.

Jesse Patchak
Director of Bureau of Budget and Finance,
Wisconsin Department of Justice

Exhibit A



April 24, 2025

Wisconsin Statistical Analysis Center
Bureau of Justice Information and Analysis
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53703

Attention: Eric J. Wilson, Deputy Attorney General, Wisconsin Department of Justice

Ashley K. Billig, Ph.D., Director, BJIA

Reference: Subaward no. 7145-01, under Prime Award 15POVC-22-GK-04503-NONF

Dear Mr. Wilson and Ms. Billig:

Unfortunately, the iMPRoVE funding award to RTI, a portion of which was subawarded to the Justice Information Resource Network (JIRN), has received a Termination for Convenience notice from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Accordingly, JIRN hereby terminates the Subaward it made to the Wisconsin Department of Justice, dated September 18, 2024, in accordance with the provisions set forth under paragraph 16 regarding termination, effective **April 22, 2025**. No work is authorized and no work or charging may take place after **April 22, 2025**.

In order to effectuate the Closeout of this project, please submit your final invoice, clearly marked **FINAL**, for all costs incurred but unbilled on this project through the termination date stipulated above. Please send the final invoice as soon as possible. If you have any questions, please feel free to contact me.

Upon receiving this Termination Letter, please immediately send your acknowledgment of receipt of this letter to me for our internal records. If you have any questions about this letter or any of the information contained herein, please contact me.

We look forward to opportunities to collaborate with you on other research projects in the future.

Sincerely,

Jeffrey L. Sedgwick, Ph.D.

Jeffrey L. Sedgwick, Ph.D.
Executive Director

EXHIBIT 55

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et
al.,

Defendants.

C.A. No. 1:25-cv-11816

DECLARATION OF NATHAN WEAVER BOWEN

I, Nathan Weaver Bowen, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am Executive Director of the Office of Budget Analysis for the Maryland Department of Budget and Management (“DBM”). I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. In my role as Executive Director of the Office of Budget Analysis, I oversee a team of staff who together review and analyze Maryland agency budget submissions, develop budget recommendations for the Secretary of DBM, and implement the final budget decisions of the Governor which form the Governor’s Allowance submitted to the Maryland General Assembly each year. In addition to managing this team, my role is to advise the Secretary of DBM on all matters affecting the State’s operating budget. As federal grants represent a significant portion of

the Maryland operating budget, our team is very involved in the analysis and budgeting of federal grants in Maryland.

3. I submit this Declaration in support of the States' Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants "pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities" in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the "Clause").

4. Maryland has had grants terminated pursuant to the Clause, including, but not limited to:

- a. On March 7, 2025, Defendant United States Department of Agriculture ("USDA") terminated the \$4,850,663 Local Food Purchase Assistance 2025 Cooperative Agreement with the Maryland Department of Agriculture ("MDA"). The grant was awarded to fund purchases of farm products from local farmers and blue catfish from local processors by the Maryland Food Bank and Capital Area Food Bank. *See Exhibit A.* In terminating the award, USDA stated that the agency "has determined this agreement no longer effectuates agency priorities and that termination of the award is appropriate."
 - i. USDA terminated this grant based on new agency priorities not contemplated at the time of the grant, and even though the Clause was not unambiguously incorporated into the grant's terms and conditions.
- b. On May 22, 2025, Defendant United States Department of Labor ("USDOL") terminated four American Rescue Plan Act grant awards totaling \$24,776,950 to the Maryland Department of Labor ("MDL"). *See Exhibit B.* The grants were awarded to fund several modernization initiatives for MDL's Unemployment Insurance program. USDOL stated that the grant no longer effectuates its priorities for grant funding.
 - i. In citing the Clause, USDOL terminated this grant based on new agency priorities not contemplated at the time of the grant.
- c. On April 2, 2025, Defendant the United States National Endowment for the Humanities ("NEH") terminated a \$315,150 grant awarded to the Historic St. Mary's City Commission. *See Exhibit C.* The grant was awarded to support the "Storytelling Exhibit," the interpretive, ADA-accessible centerpiece of the new Maryland Heritage Interpretive Center ("MHIC"). Only \$76,902 of the award had

been disbursed. A confirmed project shortfall of \$200,000 remains, with no available alternative funding.

- i. In citing the Clause, NEH terminated this grant based on new agency priorities not contemplated at the time of the grant.
- d. On July 23, 2025 Defendant United States Federal Emergency Management Agency (“FEMA”) notified the Maryland Department of Emergency Management (“MDEM”) that it had terminated a \$693,522 Targeted Violence and Terrorism Prevention grant. *See* Exhibit D. The grant was awarded to support the development of a behavioral threat assessment model including the development of course curricula, training materials, and logistics to help create behavioral threat assessment teams.
 - i. In citing the Clause, FEMA terminated this grant based on new agency priorities not contemplated at the time of the grant and even though the Clause was not unambiguously incorporated into the grant’s terms and conditions.

5. I am aware that Maryland also has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. On February 29, 2024, MDEM applied for a FEMA FFY 2023 Flood Mitigation Assistance Grant for approximately \$2,400,000. That application remains pending.
- b. On April 18, 2025, MDEM applied for a FEMA FFY 2024 FMA grant in the amount of approximately \$5,000,000. That application remains pending.
- c. On March 12, 2025, Maryland Department of Natural Resources applied for the Atlantic Coastal Fisheries Cooperative Management-Maryland Limited Entry for Fisheries Management grant in the amount of approximately \$700,000 over 4 years with the Defendant U.S. Department of Commerce, and that application remains pending. This funding employs 2 staff.
- d. On February 25, 2025, Maryland Department of Natural Resources applied for the Atlantic Coastal Fisheries Cooperative Management- Eel Population Studies grant in the amount of approximately \$700,000 over 4 years with the Defendant U.S. Department of Commerce, and that application remains pending. This funding employs 2 Maryland eel studies staff.

6. I have been informed that Maryland is likely to apply for grants from Defendants in the future, including, but not limited to:

- a. From 2011 to 2024, the Maryland's Department of Agriculture's Agriculture and Seafood Marketing Section received grants in the range of approximately \$234,000 to \$500,000 annually from the USDA Specialty Crop Block Grant Program ("SCBGP"). MDA is likely to apply for SCBGP grants in the future. SCBGP grants enhance the competitiveness of Maryland specialty crops including fruits and vegetables, culinary herbs and spices, honey, hops, grapes, maple syrup, Christmas trees and nursery crops. MDA awards SCBGP funds through a competitive review process guided by industry, nonprofit and government stakeholders. The SCBGP also partially funds Maryland's Best, the State's agriculture and seafood marketing program, and staff inspectors for Good Agricultural Practices through MDA's Food Quality Assurance Program.
- b. From 2020 to 2025, the Maryland Department of Agriculture's Animal Health Section received grants in the range of approximately \$730,000 to \$1,000,000 annually from USDA. MDA is likely to apply for these grants in the future. These grants support a large portion of program operations and approximately 7 staff positions. Without this funding, approximately 80% of Avian Influenza and other Foreign Animal Disease Surveillance testing will not be supported, resulting in large fee increases. Additionally, these grant funds support laboratory and field operations, as well as Animal Disease traceability.
- c. From 2000 to 2025, the Maryland Department of Agriculture's Plant Protection and Weed Management Section received grants in the range of approximately \$100,000 to \$1,000,000 annually from USDA Animal and Plant Health Inspection Service's Plant Protection and Quarantine division ("APHIS PPQ"). MDA will apply for grants from USDA APHIS PPQ in the future. These grants allow the Maryland Department of Agriculture to hire and fund staff salaries, purchase supplies, and pay for travel and maintenance of vehicles to support efforts to detect, manage, and possibly eradicate invasive pests like the emerald ash borer, spotted lanternfly, and plum pox virus.
- d. From 2020 to 2025, the Maryland Department of Agriculture's Forest Pest Management Section received grants in the range of approximately \$25,000 to \$70,000 annually from USDA APHIS PPQ. MDA will be applying for grants from USDA APHIS PPQ in the future. Funding from these grants is used to support staff salaries, purchase supplies, and pay for travel and maintenance of vehicles. All funding is for detection and management of invasive pests (i.e. exotic Asian defoliators, pine commodity pests, oak commodity pests, and walnut twig/Thousand Cankers Disease complex).
- e. From 2000 to 2025, the Maryland Department of Agriculture's Forest Pest Management Section received grants in the range of approximately \$150,000 to \$1,000,000 annually from USDA USFS. MDA will be applying for grants from USDA in the future. The purpose of this funding is to fund staff salaries, purchase supplies and insecticides, and travel and maintenance on vehicles. All funding is for detection, monitoring, management, suppression, biocontrol and treatments of

forest pests and diseases (i.e. Spongy moth surveys and suppression, ash treatments and biocontrol for emerald ash borer, hemlock treatments and biocontrol for hemlock woolly adelgid, surveys for beech leaf disease, oak wilt, Phytophthora ramorum, Asian long horned beetle, etc.,).

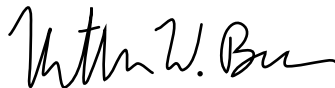
- f. From 2000 through 2021, the Maryland Department of Agriculture's Pesticide Regulation Section received performance partnership grants for pesticide certification, training, enforcement and pesticide program activities in the range of approximately \$300,000 to \$400,00 annually from EPA. The funding provides salaries for three Department employees (2 full-time Agricultural Inspectors and 1 Inspector Manager). The funding also supports the acquisition of supplies, travel and training expenses, the development and distribution of program materials, maintenance on vehicles.
- g. From 2020 to 2024, MDEM received FEMA Emergency Management Performance Grant ("EMPG") grants in the range of approximately \$5,896,691 to \$6,543,427 annually from DHS. MDEM is likely to apply for FEMA Emergency Management Performance Grants from DHS in the future because this grant funds key MDEM operations personnel as well as the State Emergency Operations Center itself, ensuring MDEM remains fully operational and responsive in times of crisis.
- h. From 2020 to 2024, MDEM received FEMA Homeland Security Grant Program ("HSGP") grants in the range of approximately \$9,778,085 to \$11,942,000 annually from DHS. MDEM is likely to apply for FEMA Homeland Security Grant Program awards from DHS in the future because this grant funds key personnel who focus on terrorism and targeted violence prevention.
- i. From 2020 to 2024, MDEM received FEMA Nonprofit Security Grant Program ("NSGP") grants in the range of approximately \$1,903,291 to \$8,066,212 annually from DHS. The Department is likely to apply for FEMA NSGP grants from DHS in the future because this program funds target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack. The intent is to integrate nonprofit preparedness activities with broader state and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as state and local government agencies.
- j. From 2020 to 2024, MDEM received FEMA Public Assistance ("PA") grants in the range of approximately \$7,132,460.56 to \$2,423,748,880.48. MDEM is likely to apply for FEMA Public Assistance ("PA") grants in the future, which support Maryland communities in protecting lives and property from immediate danger,

and support fixing and rebuilding critical infrastructure following a catastrophic event.

- k. From 2015 to 2025, The Maryland Department of Natural Resources received grants in the range of \$1,000,000 from the National Oceanic and Atmospheric Administration to study nursery habitat of the federally endangered Atlantic Sturgeon in the Nanticoke River and Marshyhope Creek. The Department is likely to apply for these grants in the future because the funding supports 4 staff who use molecular and acoustic technologies to evaluate juvenile occupancy, predation pressure by blue catfish, and spawning run sizes in all parts of the upper Nanticoke River system. These approaches counter challenges presented by a hyper-abundance of blue catfish and rarity of juvenile and adult Atlantic Sturgeon. Further, we will target telemetry and outreach activities in urban segments of spawning tributaries, where shoreline development is an imminent threat and local community decision making can be informed by timely science.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 3rd day of August, 2025, in Annapolis, Maryland.



NATHAN WEAVER BOWEN
EXECUTIVE DIRECTOR, OFFICE OF BUDGET
ANALYSIS, MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT