

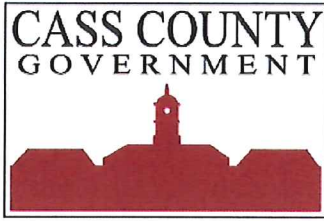
CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of October 13, 2020:

- City of Casselton—agreement for Cass County to provide assessing services;
- Center for Tech and Civic Life—grant award in the amount of \$87,150 for planning and operations of safe and secure election administration during COVID-19 pandemic;
- North Dakota Department of Homeland Security—grant for cyber security awareness training and for consulting services to design a secure network for building control systems;
- North Dakota Department of Emergency Services—public assistance disaster grant agreement related to COVID-19 emergency protective measures.



Equalization Department

Box 2806
211 Ninth Street South
Fargo, ND 58103

Telephone: 701-241-5616
Fax: 701-241-5729
assessor@casscountynd.gov

MEMO

To: Cass County Commission

RECEIVED
CASS COUNTY COMMISSION

From: Paul Fracassi, Director of Equalization

OCT 8 2020

Date: October 8, 2020

Subject: City of Casselton Assessing Agreement

Dear Commissioners,

Attached is an assessing agreement signed between our office and the City of Casselton. As local assessors retire or defer their assessing license, we send this as an option to have the county handle the responsibility. This will add roughly 1,200 more parcels to our office's yearly workload.

Sincerely,

Paul Fracassi
Director of Equalization

ASSESSING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the County of Cass (hereafter "the County") and the City of Casselton (hereafter "the City").

NOW THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

I. Pursuant to the provisions of Section 11-10.1-05 of the North Dakota Century Code said County shall provide for the performance of the duties of the city assessor in City for the 2021, 2022, and 2023 assessment years.

II. The County agrees to provide necessary staff who meet the certification requirements for Class I Assessor as outlined in North Dakota Century Code 57-02-01.1 and will provide documentation of certification to City.

III. For this service, City shall tender to Cass County the consideration of \$12,500 per year. Such consideration shall be tendered to the Cass County Auditor\Treasurer on or before January 15th of the year for which the assessment is made.

IV. The County agrees to maintain a computer parcel data file for each property within the City. This file will include the following detailed property information (sketch, costs, permits, deeds, sales, values, etc.). The County will provide City access to this data base.


V. This contract shall automatically renew for another three (3) year period unless either party shall serve notice of termination upon the other party, in writing, at least 180 days prior the annual assessment date (February 1).

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above, said date to be the effective commencement date of this Agreement.

CASS COUNTY

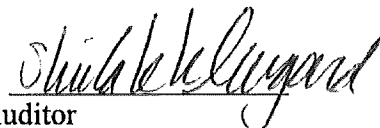
CITY OF CASSELTON

Chairman,
Cass County Commission



Mayor,
City Council

Attest: _____
County Auditor/Treasurer

Attest: 
City Auditor



RECEIVED
CASS COUNTY COMMISSION

OCT 12 2020

Finance Office

October 12, 2020

Michael Montplaisir, CPA
701-241-5600

Property Tax Payments
701-241-5611

Marriage Licenses
701-241-5608

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo, ND 58103

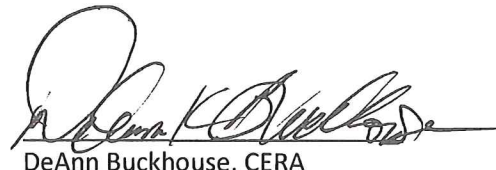
RE: Center for Tech & Civic Life (CTCL) Grant Agreement
COVID-19 Response Grant for Election Jurisdictions

Dear Commissioners:

The Cass County Finance Office is pleased to announce a grant award from CTCL in the amount of \$87,150 to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Cass County in 2020 amidst the COVID-19 pandemic. Our office was eligible to apply for a grant amount based on a formula that considers the citizen voting age population and other demographic data of our County. Attached is the agreement to be signed, CTCL's press release and FAQ related to the grant provided by CTCL.

Sincerely,


Michael Montplaisir
Cass County Finance Director


DeAnn Buckhouse, CERA
Cass County Election Coordinator

SUGGESTED MOTION:

Authorize chairperson to sign the CTCL Grant Agreement accepting payment by check and the Finance Office to use the \$87,150 award for eligible election costs as prescribed by CTCL.

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58103

Phone: 701-241-5728

www.casscounty.gov



CENTER FOR
TECH AND
CIVIC LIFE

October 9, 2020

Cass County, North Dakota
County Commission Chair
211 9 St. S
PO Box 2806
Fargo, ND 58103

Dear Chad Peterson,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Cass County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Cass County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$87,150.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Cass County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Auditor (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Chad Peterson, Cass County
Title: Commission Chairman

Date: October 19, 2020





Media contact:
press@techandcivicle.org



Media contact: David J. Becker
media@electioninnovation.org

PRISCILLA CHAN AND MARK ZUCKERBERG COMMIT \$300 MILLION DONATION TO PROMOTE SAFE AND RELIABLE VOTING DURING COVID-19 PANDEMIC

September 1, 2020

WASHINGTON, DC -- The Center for Tech and Civic Life (CTCL) and The Center for Election Innovation & Research (CEIR) announced today that Priscilla Chan and Mark Zuckerberg have committed \$300 million to promote safe and reliable voting in states and localities during the COVID-19 pandemic.

Chan and Zuckerberg have committed \$250 million to CTCL, a nonprofit, nonpartisan organization dedicated to creating a more engaged democracy, which will regrant funds to local election jurisdictions across the country to help ensure that they have the staffing, training, and equipment necessary so that this November every eligible voter can participate in a safe and timely way and that their vote is counted.

Chan and Zuckerberg have also committed \$50 million to CEIR, a nonprofit, nonpartisan organization whose mission is to assist state and local election officials to ensure elections are secure, voters have confidence in election outcomes, and democracy thrives as civic engagement grows.

"We all depend on election officials to provide safe and secure voting options to the public. Unfortunately, election departments face unprecedented challenges in 2020 due to COVID-19," said Tiana Epps-Johnson, Executive Director of Center for Tech and Civic Life. "This expansion of our COVID-19 Response Grant program provides our country's election officials and poll workers with the critical resources they need to safely serve every voter."

"State election officials are facing unprecedented challenges during this election season. The COVID-19 pandemic is resulting in election options and procedures different than voters have ever seen, while the threat of disinformation could greatly diminish voters' confidence in democratic process," said David Becker, Executive Director of The Center for Election Innovation & Research. "This donation will greatly assist election officials as they seek to inform voters about their voting options and any changes, educate them about how they can successfully ensure their ballot is received and counted, and bolster transparency and legitimacy."

"Due to the unprecedented challenges COVID-19 will have on voting across the country, election officials are working around the clock to make sure that every voter has the ability to participate safely and have their vote counted," said Priscilla Chan and Mark Zuckerberg. "Many counties and states are strapped financially and working to determine how to staff and fund

operations that will allow for ballots to be cast and counted in a timely way. These donations will help to provide local and state officials across the country with the resources, training and infrastructure necessary to ensure that every voter who intends to cast a ballot is able to, and ultimately, to preserve the integrity of our elections.”

“As 150 million Americans vote during a global pandemic, there are a lot of things that are going to be different than previous elections,” said Jocelyn Benson, Michigan Secretary of State. “This grant will be of tremendous assistance as we work to get the word out to voters, and help them plan for a successful voting experience.”

“In a time when so much is changing around us, Americans need to know now more than ever how to make their voice heard in this fall’s election,” said Frank LaRose, Ohio Secretary of State. “That requires getting them the information they need from trusted sources, and these dollars are going to go a long way to making that happen.”

“This investment is critical for election departments, whether they are large, small, urban, or rural. CTCL works with, and understands, jurisdictions of all types, and the COVID-19 response grant program is another example of their developing plans that meet election officials’ most urgent needs,” said Pam Anderson, Executive Director of the Colorado County Clerks Association.

BACKGROUND ON THE CTCL DONATION FOR LOCAL JURISDICTIONS

The \$250 million CTCL donation will be used specifically to support a variety of efforts by local jurisdictions to expand voter access, including:

- Poll worker recruitment, hazard pay, and training
- Polling place rental
- Temporary staffing support
- Drive-through voting
- Equipment to process ballots and applications
- Personal protective equipment (PPE) for poll workers
- Nonpartisan voter education from cities and counties

Launched in 2015, CTCL is focused on connecting Americans with the information they need to become and remain civically engaged and ensure that U.S. elections are more professional, inclusive, and secure by educating voters and supporting local election administration. CTCL works to collect and standardize the information that all eligible citizens need to be able to vote and to ensure that local election officials have the tools and trainings they need to conduct more trustworthy, inclusive elections, and troubleshoot problems ahead of Election Day.

This new donation will allow CTCL to scale its efforts to support election infrastructure and local election officials nationwide. CTCL will issue an open call to local election officials in all states, offering support on the initiatives listed above to help ensure Americans across the country can rely on a strong electoral system this November and know that their votes will be counted. Efforts will be made to ensure that a diverse set of counties are included: urban, suburban, exurban and rural. Jurisdictions that apply will be awarded funding based on their population.

Additionally, in states where CTCL is already active, funds will be allocated at the county and municipality level to support work already in progress. This encompasses urban and rural counties in every corner of America. The list of counties and states will grow across the country as other counties and municipalities apply for assistance.

BACKGROUND ON THE CEIR DONATION FOR STATES AND LOCALITIES

CEIR was founded by David Becker in 2016, after working for two decades in elections, leading Pew's efforts to improve elections, and serving as a voting rights attorney in the Justice Department under both Democratic and Republican administrations. CEIR has a proven track record of working in a nonpartisan manner with election officials from around the country and from both sides of the aisle, building voter trust and confidence, increasing voter participation, and improving the efficiency of election administration.

CEIR has worked for years to combat the threat of foreign interference that seeks to further divide our nation and depress citizen engagement, and strengthen election infrastructure against potential attacks. As the pandemic further challenges voter confidence and engagement, CEIR has been working with election officials of both parties to engage in more effective civic outreach to adapt processes to our new reality, combat disinformation, and inform voters of their options to vote this fall and changes from previous elections.

This donation will enable CEIR to further scale up this work, helping election officials across the nation reach their voters with critical information about voter registration, mail voting, early voting, polling locations and hours, and the vote-counting process to make participating in this election convenient and secure for all eligible voters.

###



CENTER FOR
TECH AND
CIVIC LIFE

OUR WORK

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NEWS & EVENTS

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OUR WORK:
ELECTION OFFICIALS

Overview

Courses

ElectionTools.org

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Grants

COVID-19 RESPONSE GRANTS

We provide funding to U.S. local election offices to help ensure they have the critical resources they need to safely serve every voter in 2020.

The Center for Tech and Civic Life (CTCL) is excited to expand our COVID-19 Response Grant program to all U.S. local election jurisdictions. Backed by a generous \$250M contribution, CTCL will provide grants to local election jurisdictions across the country to help ensure you have the staffing, training, and equipment necessary so this November every eligible voter can participate in a safe and timely way and have their vote counted.

APPLY FOR A COVID-19 GRANT

As of October 1, over 1,700 election offices have applied for a CTCL COVID-19 Response grant. Because the grant program has been so well received, we are extending the application deadline. All U.S. local election offices that have not previously applied are invited to apply by Thursday, October 15th.

Questions about the COVID-19 grant application or process? Email us at help@techandcivicliflife.org.

If you have questions about implementing public health measures, scaling absentee ballot processing, or educating voters, please visit CTCL's new [Election Resources for Safe Elections](#) website, a collection of free and easy to use resources devoted to helping you navigate today's election challenges.

Why is CTCL providing grants to election offices? —

Election officials have made it clear that one of their most pressing needs is funding. Based on this, CTCL is focusing philanthropic support to directly help election offices administer safe and secure elections in November.

Who is providing the grant? —

CTCL is a publicly supported 501(c)(3) nonprofit organization. CTCL is proud to have a healthy mix of financial support from

foundations, individual donors, and through earned revenue. By law, CTCL's financial 990s are available for public review.

Grant funds will be disbursed from the Center for Tech and Civic Life.

Who do I reach out to with questions about the grant program? —

Contact help@techandcivicliflife.org with any questions about the grant program.

What kind of election expenses do the grant funds cover? —

Election offices can use the funds to cover certain 2020 expenses incurred between June 15, 2020 and December 31, 2020. These include, but are not limited to, the costs associated with the safe administration of the following examples of election responsibilities.

Ensure Safe, Efficient Election Day Administration

- Maintain open in-person polling places on Election Day
- Procure Personal Protective Equipment (PPE) and personal disinfectant to protect election officials and voters from COVID-19
- Support and expand drive-thru voting, including purchase of additional signage, tents, traffic control, walkie-talkies, and safety measures

Expand Voter Education & Outreach Efforts

- Publish reminders for voters to verify and update their address, or other voter registration information, prior to the election

- Educate voters on safe voting policies and procedures

Launch Poll Worker Recruitment, Training & Safety Efforts

- Recruit and hire a sufficient number of poll workers and inspectors to ensure polling places are properly staffed, utilizing hazard pay or stipends
- Provide voting facilities with funds to compensate for increased site cleaning and sanitization costs
- Deliver updated training for current and new poll workers administering elections in the midst of pandemic

Support Early In-Person Voting and Vote by Mail

- Expand or maintain the number of in-person early voting sites
- Deploy additional staff and/or technology improvements to expedite and improve mail ballot processing

How do I know that my office is eligible to receive a grant? —

If your U.S. election office is responsible for administering election activities covered by the grant, you're eligible to apply for grant funds.

How much money is my office eligible to apply for? —

Your election office will be eligible to apply for a grant amount based on a formula that considers the citizen voting age population and other demographic data of your jurisdiction. Minimum grants will be \$5,000. You may choose to receive less than the offered amount if your needs or eligible expenses do not reach that amount.

Is this a matching funds grant? —

Matching funds are not required to apply for this grant.

What if I share election responsibilities with another local government office? —

If you share election responsibilities with another local government office, you are encouraged to submit one combined application for grant funds. This means you'll coordinate with your other local government offices.

What information does my office need to provide in the grant application? —

You will need to provide the following information in your grant application:

- Number of active registered voters in the election office jurisdiction as of September 1, 2020
- Number of full-time staff (or equivalent) on the election team as of September 1, 2020
- Election office 2020 budget as of September 1, 2020
- Election office W-9
- Local government body who needs to approve the grant funding (if any)
- What government official or government agency the grant agreement should be addressed to

Who should submit the application for my election office? —

Your election office's point of contact for the grant should submit the grant application. We leave it to you to determine who should be the point of contact.

When can I submit my application? —

You'll be able to submit your grant application beginning the week of Tuesday, September 8, 2020.

When will my office receive the grant? —

We recognize that election jurisdictions need funding as soon as possible to cover the unprecedented expenses of 2020 elections. We plan to move quickly! After you submit your application, CTCL anticipates that the certification and approval of your grant will take about 2 weeks. The disbursement timeline will depend on your local approval process.

Will the grant be mailed via check or transferred via wire? —

Wiring the grant funds is faster, but you can receive the funds via a mailed check if preferred.

What reporting is required? —

You will be required to submit a report that indicates how you spent the grant funds. The report will be in a format that should not be overly burdensome.

When do I report how my office spent the funds? —

You'll need to submit your grant report by January 31, 2021.



Sign up for our email of election administration best practices, ELECTricity.

ABOUT

- Our story
- Our people
- Key funders and partners
- Careers
- Invite us to speak

- News & events
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CONNECT

hello@techandcivicliflife.org

First Name

Media Inquiries:

Email -

press@techandcivicliflife.org

Phone - (872) 204-5714

Email Address

SUBMIT

OUR WORK

- Election Officials
- Civic Data

OCT 12 2020



**Cass County
Information
Technology**

**Terry Schmaltz
IT Director**

701-241-5723 (w)

701-412-1534 (c)

schmaltzt@casscountynd.gov

MEMO

To: Chad Peterson, Commission Chair
Cass County Commission

From: Terry Schmaltz, Information Technology Director

Date: October 12, 2020

Subject: Grant Award

Commissioners,

Cass County Information Technology has been awarded a from the FY 2020 State Homeland Security Grant Program in the amount of \$48,131.00.

The grant was awarded to accomplish two cyber security objectives.

1. Renewal of cyber security awareness training for county employees
This will be a three-year subscription in the amount of \$23,131.17.
2. Consulting services to design/build secure network for building control systems in the amount of \$25,000.

Suggested motion:

Authorize the chairperson to sign notice of grant award from the State Homeland Security Grant Program and authorize the Information Technology department to proceed with the objectives outlined in the grant request.

Terry Schmaltz
Information Technology Director
701-241-5723 (w)
701-412-1534 (c)

**Box 2806
211 Ninth Street South
Fargo, North Dakota 58108**

www.casscountynd.gov

October 12, 2020

Cass County
Mr. Terry Schmaltz
211 9th St S
West Fargo, ND 58108

Dear Mr. Schmaltz:

Congratulations, on behalf of the North Dakota Department of Emergency Services (NDDes) – Division of Homeland Security, your grant application submitted for the FY 2020 State Homeland Security Grant Program has been approved for award in the amount of \$48,131.00.

Before you begin your project or expend any of the Federal funds, you must establish acceptance of the award. By accepting this award, you acknowledge that the following documents and software are incorporated into the terms and conditions of your award:

- Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs (<https://grants.des.nd.gov/site/HSGP.cfm>)
- Notice of Grant Award
- FEMA Preparedness Grants Manual 2020 (fema.gov/grants/preparedness/manual)
- Environmental and Historic Preservation (EHP), if applicable
- DES Grants Software Program

Please make sure you read and understand the terms of the award.

In order to establish acceptance of the award and its terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Sign page 1 of the Notice of Grant Award

Step 2: Initial page 2 (Special Conditions)

Step 3: Scan pages 1 and 2 of the Notice of Grant Award

Step 4: Upload both documents into the DES Grants software to your project page. (See directions below.)

Step 5: Upload your jurisdictions/agencies written procurement policy.

Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDes. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDes Grants software program.



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

As a sub-recipient of FY20 State Homeland Security Program (SHSP) grant funds you are required to complete the 2020 Nationwide Cybersecurity Review (NCSR) by the end of calendar year 2020 to benchmark and measure your organizations progress of improving its cybersecurity posture. The NCSR is a no cost, anonymous, annual self-assessment that is designed to measure gaps and capabilities of state. Local, tribal, and territorial (SLTT) governments' cybersecurity programs. The 2020 NCSR will be open from August 1, 2020 – December 31, 2020.

Federal (2 CFR Part 200.318-200.326) and state procurement laws and regulations must be followed when purchasing goods (equipment) and services (planning, training, or exercises). **Note:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name for contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR Part 200.319). Please see NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as the Reimbursement Processing Checklist (see web address below for more information and details on the type of documentation you will need to provide to NDDDES to show compliance. To aid sub-recipients we have developed the *Quote (Informal) Request Form*. This form is available on the DES Grants GMS website. Sub-recipients are required to submit all quotes along with the completed quote request form prior to accepting a quote. NDDDES will review the quotes and provide feedback within three business days. Sub-recipients must complete this form and submit it with their quotes.

When requesting reimbursement, you must do so through the online DES Grants software program. Remember to attach the appropriate supporting documentation. Please review the Reimbursement Processing Checklist on our website for information on required documentation. Purchases of \$10,000 or more require a minimum of three quotes. Sub-recipients must purchase from vendor providing the lowest aggregate quote.

Finally, 2020 HSGP Project Status Reports are due quarterly, with a final report due with your final reimbursement request. The Quarterly Reports will be done online through the DES Grants software program. Reports are due fifteen (15) days after the end of the reporting period as follows, with your first report due on October 15, 2020. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing will be required.

- January 15 (October 1 – December 31 activity)
- April 15 (January 1 – March 31 activity)
- July 15 (April 1 – June 30 activity)
- October 15 (July 1 – September 30 activity)



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

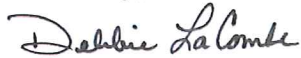
DES Grants Software Program

Existing Users:

1. Login at <https://grants.des.nd.gov/>
2. On your home page Click on FY 2020 SHSP – takes you to a **red** screen
3. On left hand side, Click on Projects
4. Click on the FY 2020 SHSP project – takes you to a **blue** screen
5. Toward bottom of page, Click on Add Document – following directions on your screen
6. Click Upload to upload the Notice of Grant Award, Special Conditions, and Procurement Policy.

Should you have any questions, please contact myself, Karen Hilfer, or Dave Rice at 701-328-8100.

Sincerely,



Debbie LaCombe
Preparedness Chief



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 NOTICE OF GRANT AWARD	ND DHS Director: Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 Recipient Contact Name: Debbie LaCombe Telephone: 328-8100
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Title of Grant Program: FY 20 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2020-SS-00073	Federal Award Date: September 1, 2020
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	Federal Award to NDDDES: \$5,930,146.00

Subrecipient Name and Address: Cass County 211 9th St S West Fargo, ND 58108 Subrecipient Contact Name: Mr. Terry Schmaltz Telephone: 701-241-5723 Subrecipient DUNS Number: 054785266	Grant Number 42	County/Tribe Cass	
	Performance Period From: September 1, 2020		Through: December 31, 2021

Financial Information	Grant Amount	Subrecipient Cost Share	Total Project Cost
Amount of Financial Assistance	\$48,131.00		\$48,131.00

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The intent of NDDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.


Reporting Requirements: Project Status Reports on project must be submitted to NDDDES on a quarterly basis through the NDDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

- 1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at <https://grants.des.nd.gov/site/HSGP.cfm>
- 2) Applicable Federal and State laws and regulations
- 3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		Evidence of DES Approval	
Signature	Date	 Signature	Date: 10/12/2020

Typed Name and Title of Authorized Representative Chad Peterson, Chair, Cass County Commission	Typed Name and Title of Authorized Representative Cody Schulz Director
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Planning Work Plan

Objective #1.

The purpose of this project would be to research, design and build a separate IP network that would isolate building and control systems from the Internet to prevent the threats of cyber terrorism to the building control systems in County buildings.

The first objective of the planning phase of this project is to identify and classify all the existing building control systems currently installed in all Cass County buildings by Dec 31, 2020.

Second objective would be to identify the hardware/software needed to design and build host servers, network equipment needed to run building control server applications and design/build interfaces between buildings and systems by March 31, 2021. Expected and measurable outcome would be to produce a plan with equipment and software specifications that meets the requirements of the objective by March 31, 2021.

Justification #1

Cass County maintains 5 major building facilities with a variety of legacy building control systems, lighting, heating, AC, fire alarms and door security controls. Many of these legacy systems have evolved over the years and to maintain these systems they were connected to the County network making them vulnerable to cyber-attacks or network intrusion.

In the event of a cyber-attack or malware infection, cyber hackers could obtain control of heating, cooling and lighting system causing extensive damage to equipment and personnel. They could gain control of door control systems triggering doors to open to secure areas such as jail holding cells.

Building control systems have been getting increasingly complex requiring server and network equipment to run heating and cooling systems, fire alarm systems, and door security controls.

Completing the proposed project would completely isolate the building control systems from the Internet which would prevent the ability of cyber terrorists to gain access to building control systems.

Training work plan

Objective #1

The objective would be to require 100% of employees and vendors to take online cyber security training. Existing employees would be required to take cyber security training at least annually before October 31 of each year. New employees would be required to take cyber security training before gaining full access to the county network and systems. The objective would help employees identify cyber threats from email phishing attacks or other methods.

Justification #3

Local governments are known to be targeted for the stealing of sensitive data by phishing schemes. It is imperative that all Cass County employees understand the potential impact to the County's reputation and loss of sensitive data that can occur.

By requiring employees to periodically take cyber security training would strengthen our cyber posture and help to prevent malware and ransomware attacks from cyber terrorists.

Equipment Work Plan

Equipment Obj #1

An outcome of the planning objective would be to identify the hardware and software needed to secure the building controls network systems to a new isolated internal network. The objective of the equipment work plan is to install and configuration of network and server equipment that is separate from the existing county network and isolated from the Internet by Dec 31, 2021. The desired objective would be to physically and logically separate the building control systems from the Internet at the same time maintain the ability to control and maintain the systems on a separate network.

Justification #3

Building control systems have been getting increasingly complex requiring server and network equipment to run heating and cooling systems, fire alarm systems, and Jail door security controls. Many of these systems have evolved over the years and have been connected to the County's regular network making them vulnerable to outside cyber-attacks. In the event of a cyber-attack or malware infection, cyber hackers could obtain control of heating, cooling and lighting system causing extensive damage to equipment and personnel. They could also gain control of door control systems triggering doors to open to secure areas such as jail holding cells.

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.
2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 10 days from the date of the award.
3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDDES for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).
4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.
5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDDES approval, will result in grant funds requested being denied.
6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES to reallocate and/or expend the de-obligated funds on program costs.
7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.
8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.
10. Sub-recipient must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any programs or activity receiving federal assistance.

Initial



October 13, 2020

Finance Office

Michael Montplaisir, CPA
701-241-5600

Property Tax Payments
701-241-5611

Marriage Licenses
701-241-5608

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo, ND 58103

RE: NDDes Subgrant Agreement
Public Assistance-COVID-19-FEMA-4509-DR

Dear Commissioners:

In May 2020, it was determined by the North Dakota Department of Emergency Services and the North Dakota Office of Management and Budget that the best way to utilize available federal funding and reimburse as many COVID-19 costs at 100% cost share, was to first have all costs related to COVID-19 Emergency Protective Measures submitted through the FEMA PA Program for reimbursement, then supplemented by CARES Act Coronavirus Relief Funds (CRF) for the remaining non-federal share. Cass County submitted projects to FEMA for the periods of 3/1/20-5/31/20 and 6/1/20-7/17/20. In October 2020, the County received notice from Justin Messner, Disaster Recovery Chief at DES, that the state would not be providing a 10% state cost share for these projects due the amount of additional funds, such as CARES Funding, that have been distributed by other state and federal agencies. Through the FEMA reimbursement process, it was determined that many of the County's expenses, such as overtime, increased primary election costs, telework and IT expenses, were ineligible and deemed increased operating costs as they were not directly related to emergency protective measures. Below is a summary of the costs we expect to recover through FEMA's COVID-19 PA Program.

PROJECT 138806		PROJECT 145059	
3/1-5/31/20		6/1-7/17/20	
GROSS COST	21,253.71	GROSS COST	5,420.23
FEDERAL (75%)	15,940.28	FEDERAL (75%)	4,065.17
LOCAL (25%)	5,313.43	LOCAL (25%)	1,355.06

Sincerely,

Michael Montplaisir
Cass County Finance Director

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58103

Phone: 701-241-5728

www.casscounty.gov

SUGGESTED MOTION:

Authorize chairperson to sign the Public Assistance Subgrant Agreement for FEMA-4509-DR.

October 12, 2020

Cass (County)
Attn: Jim Prochniak, Emergency Mgr.
211 9th St S
West Fargo, ND 58108-2806

RE: Public Assistance Subgrant Agreement for FEMA-4509-DR

Dear Jim:

Enclosed please find the North Dakota Department of Emergency Services (NDDDES) Public Assistance Subgrant Agreement for FEMA-4509-DR. This agreement articulates the roles and responsibilities of NDDDES and your entity.

Please review this document carefully and provide the required information on pages 14 and 16. This document should be signed by your entity's Chief Elected Officer or in the case of non-governmental entities, an executive with the authority to enter into contracts. Please keep a copy for your records. Please mail back to the address listed below or email pages 14 and 16 to Nadine Jundt @ najundt@nd.gov. She will have page 15 signed by Justin Messner and emailed back to you for your records. Grant funding will **not** be provided until this agreement is received and the information verified.

If you should have any questions regarding the Public Assistance Grant Program, please contact Randy Reimer at (701) 328-8262.

Sincerely,



Justin Messner
Disaster Recovery Chief
ND Department of Emergency Services

Enclosures: Public Assistance Subgrant Agreement and Cover Letter for FEMA-4509-DR

NDDDES
Attn: Nadine Jundt
PO Box 5511
Bismarck, ND 58506-5511



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

DOUG BURGUM

Governor

Major General Alan S. Dohrmann

Director – Department of Emergency Services

Cody Schulz

Director - Division of Homeland Security

Justin Messner

Disaster Recovery Chief

CFDA Title and Number: Disaster Grants – Public Assistance, 97.036

Disaster Declaration Number: FEMA-4509-DR

Subrecipient: Cass (County)

**Public Assistance Grant Program Subgrant Agreement
for
FEMA-4509-DR**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subrecipient). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, President Donald Trump issued a major disaster declaration (FEMA-4509-DR) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and

- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, Subrecipient has the legal authority to accept public assistance funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state public assistance funds.

NOW, THEREFORE, the Grantee and Subrecipient, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4509-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 2 of the Code of Federal Regulations (CFR) Part 200, 44 CFR Part(s) 13 and 206, and the policies of the FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment A.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subrecipient for eligible activities for the projects approved by the Grantee and the FEMA, as specified in the approved Project Worksheets. The federal allowable costs shall be determined as per 2 CFR Part 200, which shall be seventy-five percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subrecipient, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some subrecipients. As a condition of receipt of the federal funding, the Subrecipient agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subrecipient is required to repay the Grantee funds already disbursed by the Grantee, the Subrecipient will have 60 days to reimburse the full amount. If Subrecipient has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subrecipient agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subrecipient shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- A. Without delay, Subrecipient shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subrecipient shall reimburse to the Grantee without delay. The Subrecipient shall also reimburse the Grantee if the Subrecipient receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subrecipient has received payment from Grantee.
- B. In the event that Grantee should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement the Subrecipient gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subrecipient shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local ordinances and State law. Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subrecipient Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subrecipient receiving an award to evaluate their potential risk of non-compliance. Subrecipients will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subrecipients will be rated upon new disaster and program funding opportunities. The Business Manager will work with the Public Assistance Officer (PAO), or assigned staff, to jointly complete the risk assessment and score subrecipients, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207 and will be identified within Attachment B of this Subgrant Agreement.

Every January, or as needed, NDDDES will re-evaluate all subrecipient Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subrecipients can be upgraded or removed from low, medium or high risk status. If a subrecipient is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subrecipient will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subrecipient shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subrecipient, together with any and all accrued interest.

- A. For all Small Projects and in accordance with the NDDDES Public Assistance Small Project Monitoring Policy, Grantee will inspect Small Projects by random selection. After inspection Subrecipient shall submit a signed "Public Assistance Small Project Funding Certification".
- B. For all Large Projects, Grantee will conduct final inspections to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$131,100).
 1. a request for reimbursement;
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. a request for project closeout;

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subrecipient commits to meet any local matching funds required for successful project completion. Subrecipient also certifies that any matching funds borne by the Subrecipient will come from a nonfederal source as required by 2 CFR 200.306

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subrecipient in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Project Worksheet.
- B. Grantee shall reimburse Subrecipient for ninety percent of the federal share of the eligible costs for Large Projects as soon as practicable after Subrecipient has delivered the following documents to Grantee:
 1. a Request for Reimbursement
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. Certification that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subrecipient not exceeding the federal share if Subrecipient meets the following conditions:
 1. Subrecipient shall certify to Grantee that Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

2. Subrecipient shall submit to Grantee the budget supporting the request;
 3. Subrecipient shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 4. Subrecipient shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, pay some or its entire portion of the nonfederal share when the NDDDES Director, Division of Homeland Security, authorizes such payments.
- E. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subrecipient if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

Memorandum of Agreement Between County and Township. In order for a County to assume legal authority to act as the subrecipient on behalf of a Township for the administration of the federal Public Assistance (PA) Program following a Presidential Disaster Declaration, there must be a completed Memorandum of Agreement between the two jurisdictions on file with NDDDES.

No payment of Federal or state funds will be made to a county on behalf of a township until a completed Memorandum of Agreement is submitted to NDDDES.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- A. Subrecipient shall have requested final reimbursement;
- B. Subrecipient shall have submitted the documentation specified in Articles VII and IX of this Agreement;
- C. Subrecipient shall have completed the project to the satisfaction of the Grantee;
- D. In the case of Large Projects, the Grantee shall have performed the final inspection; or
- E. In the case of Small Projects, the NDDDES Small Project Monitoring Team shall have performed a compliance review; and
- F. When necessary, FEMA Closeout shall be completed.

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 Code of Federal Regulations Part 200, as amended.
- B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from the Grantee that FEMA has officially closed the disaster program. The Subrecipient shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA,

and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- F. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
- G. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subrecipient is notified of such determination. If Subrecipient has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subrecipient. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "North Dakota Department of Emergency Services" and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subrecipient shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subrecipient is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subrecipient expends \$500,000 or more, then the Subrecipient shall have a single or program specific audit conducted which meets the

- requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subrecipient shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- E. If the Subrecipient spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subrecipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from nonfederal funds.
 - F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subrecipient of such non-compliance.
 - G. If required, the audit is due nine (9) months after the end of the fiscal year of Subrecipient.
 - H. If audit is conducted as required by subsection D. above, the Subrecipient shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subrecipient shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subrecipient violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subrecipient shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subrecipient shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of the project and any other modification shall be in writing and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subrecipient through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Time for Performance. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the FEMA, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied, Subrecipient shall be reimbursed for eligible project costs incurred up to the latest approved date for timely completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XIX. Contracts with Others. If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subrecipient harmless from liability to third parties for claims asserted under such contract.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subrecipient is a political subdivision under NDCC 32-12.2-13, or a North Dakota State Agency, the Subrecipient shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. The ND Department of Emergency Services and the Political Subdivision or State Agency, who are the parties to this agreement, each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out this agreement and the project that is the subject of this agreement. Contractors hired by a Subrecipient, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subrecipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subrecipient represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Grantee is required to submit a Large Project Quarterly Report to FEMA for Large Projects for which a FEMA Large Project Closeout has not been completed. The progress report will include: the status of the project, such as “in design” or “percentage of construction completed”; time extensions granted, if any; a projected completion date; the amount of expenditures and amount of payment for each project; and any problems or circumstances that could delay the project or result in noncompliance with the conditions of the FEMA approval. When the FEMA Large Project Closeout for each large project is complete, the project may be dropped from the report. Periodically, Grantee may request information or reports from the Subrecipient for inclusion in the Large Project Quarterly Report. Subrecipient is required to provide information or reports as soon as practicable after requested. Interim inspections may be scheduled by Subrecipient before the final inspection, and may be required by Grantee. Grantee may require additional reports as needed, and Subrecipient shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, Subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised), monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Grantee to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subrecipient agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material, that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.
- D. Subrecipient agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subrecipient certifies that it possesses the legal authority to receive the funds under this Agreement and that it's governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.
- F. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause

for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.

- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
 - b) Violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, the Subrecipient shall submit to the Grantee (by email or facsimile) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” for each prospective subcontractor which Subrecipient intends to fund under this Agreement. See Attachment B. Such form must be received by the Grantee prior to the Subrecipient entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement,

in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subrecipient.

- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subrecipient shall commence approved project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

- A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make

payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

1. Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.
 2. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Grantee may exercise any one or more of the following remedies:
1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subrecipient; and
 4. Take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
- E. Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Grantee all funds disbursed to Subrecipient under this Agreement.
- F. The venue of any action or proceeding by either Grantee or Subrecipient for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
- G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subrecipient of liability to Grantee for the restitution of funds advanced to Subrecipient under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subrecipient is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subrecipient shall immediately repay such funds to Grantee. If the Subrecipient fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subrecipient.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Department of Emergency Services
Justin Messner, Disaster Recovery Chief
PO Box 5511
Bismarck, ND 58506
Email: jmessner@nd.gov

Subrecipient:

Cass (County)
Jim Prochniak, Emergency Mgr.
211 9th St S
West Fargo, ND 58108-2806
Email: prochniakj@casscountynd.gov

ARTICLE XXIX. Designation of Agent. Subrecipient hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Alternate Agent

Jim Prochniak, Emergency Manager

Wyatt Papenfuss, Accountant

Name and Title

Name and Title

701-476-4065

701-241-5603

Phone Number

Phone Number

prochniakj@casscountynd.gov

papenfussw@casscountynd.gov

E-mail

E-mail

STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

SIGNATURE PAGE

PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4509-DR)

IN WITNESS HEREOF, the Grantee and Subrecipient have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES

Justin Messner – Disaster Recovery Chief

Date

STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

SIGNATURE PAGE

PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4509-DR)

IN WITNESS HEREOF, the Grantee and Subrecipient have executed this Agreement:

FOR THE SUBRECIPIENT:

Chad Peterson, Cass County Commission Chairman
Name and Title

10/19/20
Date
Signature

Federal Employer Identification Number (FEIN): 45-6002205

DUNS Number: 54785266

ATTACHMENT A

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subrecipient agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, (including limited English proficiency per Executive Order 13166) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate,

subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
 - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
 - c) When any of Subrecipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subrecipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subrecipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
 - d) Subrecipient agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subrecipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subrecipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subrecipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do

not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subrecipient to implement the treatment plan. If either the Council or the SHPO object, Subrecipient shall not proceed with the project until the objection is resolved.

- e) Subrecipient shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subrecipient acknowledges that FEMA may require Subrecipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subrecipient further acknowledges that FEMA may require Subrecipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subrecipient also acknowledges that FEMA will require, and Subrecipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subrecipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subrecipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.

22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.
25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l) Provide documentation of public notices for demolition activities.

ATTACHMENT B

Risk Assessment Conditions

Per Article VI of this contract, NDDDES is required to complete a Financial Assistance Risk Assessment rating form for every subrecipient receiving an award to evaluate their potential risk of non-compliance. Subrecipients will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment.

Based upon the Risk Assessment completed for DR-4509-ND, Cass (County) has received a score of {7} and has been determined to be a Low Risk based upon the above mentioned criteria.

The specific conditions for a subrecipient determined to be Low Risk are the following:

- Subrecipients identified as Low Risk have no further conditions and may continue with their projects as approved by FEMA. This must include the completion of all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subrecipients that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

Every January, or as needed, NDDDES will re-evaluate all subrecipient Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subrecipients can be upgraded or removed from low, medium or high risk status. If a subrecipient is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subrecipient will be considered high risk in perpetuity.