



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: 8/12/2026

Receive & File: General Fund Budget to Actual – June 30, 2026
General Fund – 2026 Year-End Projections as of June 30, 2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Financial:

Facilities – FY2025 State Homeland Security Grant Award
○ CFDA No. 97.067 SHSP
Water Treatment – PO increase to WA2402 (AMI)

Award & Budget Adjustments:

Police – Fargo Police Foundation Donation
SWAT – FY2025 State Homeland Security Grant Award
○ CFDA No. 97.067 SHSP
SWAT – OK Tire Donation

Late additions – not discussed at FAHR but routed through FAHR team for concurrence:

- Reclassification of 2026 budget for Primary Tax Credit
- Budget adjustment to reflect 6 months of Axon expense in 2026, rather than 12 months

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - June 30, 2026
 Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 47,145	\$ 42,289	\$ (4,856)
2	Licenses & Permits	3,417	2,670	(747)
3	Intergovernmental Revenue	9,589	8,245	(1,344)
4	Charges for Services	5,378	6,963	1,586
5	Fines & Traffic Tickets	974	805	(169)
6	Interest	3,250	4,934	1,684
7	Miscellaneous Revenue	418	731	313
8	Transfers In	10,576	10,581	5
Total Revenues		\$ 80,747	\$ 77,218	\$ (3,528)
EXPENDITURES:				
9	General Government	\$ 15,004	\$ 13,854	\$ 1,150
10	Public Safety	31,349	27,236	4,112
11	Public Works	7,808	7,427	382
12	Health & Welfare	7,646	6,630	1,017
13	Culture & Recreation	2,800	2,630	170
14	Economic Development	27	22	5
15	General Support	623	741	(117)
17	Operating Transfers	4,940	2,542	2,398
18	Contingency (Salary Savings)	(780)	1	(781)
Total Expenditures		\$ 69,417	\$ 61,083	\$ 8,334
Revenue Over (Under) Expenditures		\$ 11,330	\$ 16,135	\$ 4,805

- 1** Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
budget w/ total Prop Tax of Feb/Mar; \$5.7k PRC received in July.
- 2** Building-related permits/fees are trending below budget.
- 3** Timing/Allocation with Homestead Credit and Veteran's Credit:
\$850k budget in June; \$977k received in July.
- 10** Timing w/ City's \$2M Actuarial Contribution (June Budget; July Actual)
Budget Adj needed to reduce by \$500k for 6 mos of Axon
- 17** Timing issue. One-time transfer will be made in July.
- 15** Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - June 30, 2026 **RESTATED**
 Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 41,445	\$ 42,289	\$ 844
2	Licenses & Permits	3,417	2,670	(747)
3	Intergovernmental Revenue	8,739	8,245	(494)
	Homestead Cred/Vet Cred - July receipt	850	-	(850)
	Prim Resident Credit - reclass/July receipt	5,700	-	(5,700)
4	Charges for Services	5,378	6,963	1,586
5	Fines & Traffic Tickets	974	805	(169)
6	Interest	3,250	4,934	1,684
7	Miscellaneous Revenue	418	731	313
8	Transfers In	10,576	10,581	5
Total Revenues		\$ 80,747	\$ 77,218	\$ (3,528)
EXPENDITURES:				
9	General Government	\$ 15,004	\$ 13,854	\$ 1,150
10	Public Safety	28,849	27,236	1,612
	BA request to reduce Axon budget to 6 mos	500	-	-
	Fire Actuarial Contrib - June Budget/July Paid	2,000	-	-
11	Public Works	7,808	7,427	382
12	Health & Welfare	7,646	6,630	1,017
13	Culture & Recreation	2,800	2,630	170
14	Economic Development	27	22	5
15	General Support	623	741	(117)
16	Operating Transfers	2,473	2,542	(69)
	Transfer to Debt Service in July	2,467	-	-
17	Contingency (Salary Savings)	(780)	1	(781)
Total Expenditures		\$ 69,417	\$ 61,083	\$ 8,334
Revenue Over (Under) Expenditures		\$ 11,330	\$ 16,135	\$ 4,805

- 1** Timing/Allocation with Property Tax Receipts
budget w/ total Prop Tax of Feb/Mar; \$5.7k PRC received in July.
- 2** Building-related permits/fees are trending below budget.
- 3** State Aid is Trending below below budget.
Timing w/ Homestead/Vet Credit: \$850k budget in June; \$977k received in July.
- 4** Timing with Street Projects and related Engineering Fee CIP Fees.
- 6** Combination of higher rates and timing. Balances will drop throughout the year resulting in lower earnings.
- 9** Staff vacancies & timing w/ purchases.
- 10** Staff vacancies & timing w/ purchases.
Timing w/ City's \$2M Actuarial Contribution (June Budget; July Actual)
Budget Adj needed to reduce by \$500k for 6 mos of Axon
- 12** Staff vacancies & timing w/ purchases.
- 16** *Timing issue. One-time transfer will be made in July; budget monthly*
- 17** Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota
General Fund - 2026 Year End Projections
As of June 30, 2026
Amounts shown in thousands

		YTD 2026 Actual	Remaining 2026 Estimates	YE 2026 Projections
REVENUES:				
1	Taxes ^	\$ 42,289	\$ 9,489	\$ 51,778
2	Licenses & Permits	2,670	4,169	6,839
3	Intergovernmental Revenue	8,245	19,406	27,651
	Prim Resident Credit - reclass^	-	5,700	5,700
4	Charges for Services	6,963	9,186	16,149
5	Fines & Traffic Tickets	805	1,509	2,314
6	Interest	4,934	1,716	6,650
7	Miscellaneous Revenue	731	(46)	685
8	Transfers In	10,581	12,736	23,317
Total Revenues		\$ 77,218	\$ 63,865	\$ 141,083
EXPENDITURES:				
9	General Government	\$ 13,854	\$ 15,231	\$ 29,085
10	Public Safety	27,236	35,316	62,552
11	Public Works	7,427	8,920	16,347
12	Health & Welfare	6,630	8,843	15,473
13	Culture & Recreation	2,630	3,144	5,774
14	Economic Development	22	33	55
15	General Support	741	1,078	1,819
16	Operating Transfers	2,542	7,341	9,883
17	Contingency (Salary Savings)	-	-	-
Total Expenditures		\$ 61,082	\$ 79,905	\$ 140,987
Revenue Over (Under) Expenditures		\$ 16,136	\$ (16,040)	\$ 96

- 1** Franchise Fees - trending below budget.
- 2** Building Permits - trending below budget.
- 3** Reclassification of Primary Resident Credit from Taxes.
- 4** Additional CIP Admin/Eng Fees due to timing and additional projects.
- 9-13, 18** Anticipated salary savings reflected within department group, not contingency.

Report of Action:
FAHR Meeting of August 10, 2026



- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Facilities

Net Financial Impact: \$0

Description: See attached memo. Facilities requests approval of FY 2025 State Homeland Security Grant program, CFDA 97.067, award for anti-intrusion film on the first floor of City Hall.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Accept the FY 2025 State Homeland Security Grant Program award in the amount of \$50,000 for the placement of anti-intrusion film on the first floor of City Hall and related budget adjustment.

MEMORANDUM

Date: August 6, 2026
To: Fargo Administration and Human Resources Committee
From: Collin Gnoinsky, Physical Security Advisor, Facilities
Re: Acceptance of the SHSP Soft Target/Crowded Place Project S27 Grant
(CFDA 97.067)

Background

The Facilities Management department has been awarded \$50,000 from U.S. Department of Homeland Security under the FY 2025 State Homeland Security Grant Program. The award supports the placement of anti-intrusion film on the first floor of City Hall. There is no requirement for the City of Fargo to match any portion of this award; the subrecipient cost share is \$0.00.

The intent of this award is to enhance the capability of the City of Fargo to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.

I respectfully request that the F.A.H.R. Committee recommend acceptance of this award and approval of the associated budget adjustment.

Award Summary

Grant program	FY 2025 State Homeland Security Grant Program
Assistance Listing (CFDA)	97.067 SHSP
Federal Award Identification Number	EMW-2025-SS-05047
Federal award date	September 26, 2025]
Federal awarding agency	U.S. Department of Homeland Security
Subrecipient	City of Fargo
NDDIS grant number	S27
Total federal funds obligated	\$50,000.00
Subrecipient cost share	\$0
Period of performance	July 30, 2026 through May 31,2028
City project code	BG2611

Use of Funds

- To remove existing privacy film on the first floor of City Hall and replace with anti-intrusion film. This anti-intrusion film hardens vulnerable pane glass to help prevent or delay physical entrance after the glass has been compromised or broken in times of civil unrest, burglary, or vandalism.
- The privacy portion of the anti-intrusion film will aid in the reduction the visibility from the exterior of the protected work space.
- The addition of anti-intrusion film will delay or eliminate physical access through existing windows without the need for pane replacement. Delayed access into work spaces provides valuable time for City of Fargo employees to get to a place of safety during an attempted breach of existing windows.

Fiscal Administration

This is a reimbursement grant. Facilities Management incurs eligible costs first and then submits reimbursement requests to NDDes with supporting documentation. No funds are advanced to the City. Grant activity will be tracked under project code BG01 and managed in accordance with the City of Fargo Grants Administrative Policy.

Any equipment meeting the City's capital asset threshold will be recorded on a Fixed Asset Addition Form at the time of purchase and reported on the grant inventory at closeout. Equipment acquired under this award remains subject to federal disposition requirements at 2 C.F.R. § 200.313 for the life of the property.

Procurement

All purchases will comply with City of Fargo Purchasing Policy and with federal procurement standards at 2 C.F.R. §§ 200.318 through 200.326. Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities). Quotes must be obtained within the project period of performance.

Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted. Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

Reporting and Grant Administration

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (<https://grants.des.nd.gov>). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.

Anticipated Timeline

The Notice of Grant Award is dated July 30, 2026 and directs that acceptance steps be completed within 10 days of that date.

Work on this grant will begin September 2026. The period of performance runs through May 2028.

Recommended Motion

1. Accept the FY 2025 State Homeland Security Grant Program award in the amount of \$50,000 and authorize the Mayor Josh Boschee or appropriate signatory to sign and initial the North Dakota Department of Emergency Services (NDDES) Notice of Grant Award and Special Conditions.
2. Approve an adjustment to the Facilities Management budget as follows.

Revenue Account

101-0000-331.12-42 Operating Indirect/NDDES— \$50,000

Total: \$50,000

Expense Account

101-1050-409.43-10 Repair and Maintenance/Building Repairs — \$50,000

Total: \$50,000

Attachments

City_Hall_FY_2025_SHSP_Award_Documents

July 30, 2026

City of Fargo
Josh Boschée, Mayor of Fargo
225 4th St N
Fargo, ND 58102

Dear Josh Boschée:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$50,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDes Grants System (<https://grants.des.nd.gov>) to the [Project](#) page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the [Project](#) page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 [Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at [State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota](#). Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDDES: \$4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047		Federal Award Date: September 26, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Fargo 225 4th St N Fargo, ND 58102		Subrecipient Authorized Contact Name: Collin Gnoinsky Telephone: 701-212-0472 Email: CJGnoinsky@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 27	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: July 30, 2026	End Date: May 31, 2028	
Total Federal Funds Obligated: \$50,000.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$50,000.00	
Project Description: The intent of 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 federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDDES quarterly through the NDDDES grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal 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 NDDDES Approval	
Signature	Date	Signature 	Date 7/30/2026
Name and Title of Authorized Representative Josh Boschee Mayor of Fargo		Name and Title of Authorized Representative Darin Hanson Director, HSEM	

SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

NDDes Terms and Conditions

1. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

2. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDes. NDDes will forward the request to FEMA for review.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

4. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance

The Notice of Grant Award and these Special Conditions and the Federal Agreement Articles constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipient is certifying acceptance of the terms and conditions of the award.

Federal Program Specific Terms and Conditions

Article 48 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the

applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its applicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds

or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Summary of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 HSGP Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 OPSG Program Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed

the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 Operation Stonegarden Program Hold
Not applicable.

Article 59 Non-Applicability of Specific Agreement Articles
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 State Homeland Security Program: Compliance with Federal Immigration Law *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*
The following term applies to State Homeland Security Program funding under this award: 1. Prohibition
a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).
b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.
c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition.
2. Certification
a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information

sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 63 State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 64 Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 65 Period of Performance and Budget Period

See your award document.

Article 66 This article has been removed

Article 67 Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.



**DHS Standard Terms and Conditions
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FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

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C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,

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- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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 program or activity receiving federal financial assistance. DHS

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implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

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- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

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XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.
- (e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

- (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
- (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

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- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

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

XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

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to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

- (a) cybersecurity;
- (b) foreign travel security;
- (c) research security training; and
- (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

FY 2025 DHS STANDARD TERMS AND CONDITIONS

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

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

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Facilities

REQUESTED BY: Facilities

PROJECT NUMBER : _____

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST:

Budget Adjustment for State Homeland Grant CFDA 97.067, anti-intrusion film on the first floor of City Hall.

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
Intergovernmental Rev - State		\$ 50,000 =	\$ 50,000
		= \$	-
		= \$	-
	+	= \$	-
	+	= \$	-
TOTAL REVENUE ADJUSTMENTS:		\$ 50,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
Facilities - Supplies		\$ 50,000 =	\$ 50,000
		= \$	-
		= \$	-
		= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
TOTAL EXPENSE ADJUSTMENTS:		\$ 50,000	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#

Report of Action:
FAHR Meeting of August 10, 2026



- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Water Treatment

Net Financial Impact: \$994,340.00

Description: See attached memo. The Water Treatment Utility is requesting approval to increase the existing purchase order with Core & Main by \$994,340 for Project WA2402 – Advanced Metering Infrastructure (AMI). The increase accounts for 2,000 Sensus Ally meters at \$497.17 each that were ordered as part of the AMI project but were not included in the original Core & Main purchase order. The Ally meters were included as a unit-priced specialty meter in Core & Main’s competitively selected 2024 proposal. These meters provide remote shut-off capabilities that can be utilized by the Auditor’s Office to improve workflow and efficiency. The 2,000 Ally meters have already been ordered and delivered to the City, with many already installed. The AMI project was originally anticipated to take three years to complete but is significantly ahead of schedule, with more than 86% of the overall meter installation completed after approximately 21 months. The requested PO increase will properly account for the Ally meters as the City works toward completing the remaining portion of the AMI project.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve increasing the Purchase Order to Core & Main for Project WA2402 by \$994,340.00 to account for the purchase of 2,000 Sensus Ally meters.

MEMORANDUM
August 9, 2026

To: FAHR Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: PO Increase for Project WA2402 – Advanced Metering Infrastructure (AMI)

The Advanced Metering Infrastructure (AMI) involves the installation of over 30,000 water meters City-wide and is ahead of schedule. The Water Utility is requesting a PO increase of \$994,340 for Project WA2402, Advanced Metering Infrastructure (AMI), to account for specialty meters ordered using unit pricing in the original 2024 Core & Main project proposal.

The Core & Main proposal was competitively selected in 2024 and approved the Fargo City Commission on April 1, 2024, for the overall AMI project. The initial Purchase Order setup for Core & Main did not include the cost of this specialty meter, called a Sensus Ally (Ally) meter (see attached 2024 Core & Main proposal with the unit cost for the Ally meter boxed in red).

The Sensus Ally (Ally) meter allows for remote shut off and turn on by the Auditor's Office, a branch of the Finance Department. There were 2,000 Ally meters ordered early in the AMI project at a cost of \$497.17 each, totaling \$994,340. The installation addresses for the Ally meters were provided by the Auditor's Office to optimize workflow efficiency. The Ally meters have been ordered and delivered to the City of Fargo with many of them already installed.

The AMI project was intended to have a 3-year installation timeline. However, the project is significantly ahead of schedule and installation of meters is over 86% complete after about 21 months. Most of the water meters to complete the AMI project have been delivered by Core & Main to the City of Fargo, having been installed or are stored in inventory waiting for installation. Since the project is so far along, the costs of the Sensus Ally meters are important to be included in the Purchase Order for Core & Main to allow work toward finishing the last 14% of the project.

Recommended Motion:

Approve increasing the Purchase Order for Core & Main by \$994,340 to account for the purchase of 2,000 Sensus Ally meters as a part of Project WA2402, Advanced Metering Infrastructure.

Your consideration in this matter is greatly appreciated.

ORIGINAL

Attachment C - Proposed Project Cost Template
Package A.1 - Full Meter System Replacement with Solid State Meters

CAPITAL COSTS				
Item	Description	Quantity	Unit	Extended Cost
Water/Meter Equipment Costs				
1	5/8-inch Water Meter	0	EA	\$ -
2	3/4-inch Water Meter	26,582	EA	\$ 2,818,860.44
3	1-inch Water Meter	735	EA	\$ 127,753.45
4	1-1/2-inch Water Meter	1,459	EA	\$ 1,147,528.09
5	2-inch Water Meter	1,351	EA	\$ 1,290,280.90
6	3-inch Water Meter	339	EA	\$ 422,620.75
7	4-inch Water Meter	102	EA	\$ 151,047.33
8	6-inch Water Meter	28	EA	\$ 70,759.53
9	8-inch Water Meter	4	EA	\$ 13,063.23
10	10-inch Water Meter	11	EA	\$ 60,282.02
11	12-inch Water Meter	3	EA	\$ 22,797.46
Subtotal				\$ 6,119,993.19
Other Annual Recurring Costs Not Listed Above				
46	Please specify			\$ -
47	Please specify			\$ -
48	Please specify			\$ -
49	Please specify			\$ -
50	Please specify			\$ -
Subtotal				\$ -
Total Annual Recurring Costs for Package A.1				
				\$ 378,691.85
Total Cost for Package A.1				
				\$ 13,107,344.30

CAPITAL COSTS				
Item	Description	Quantity	Unit	Extended Cost
Water/Meter Equipment Costs				
12	5/8-inch Water Meter	0	EA	\$ -
13	3/4-inch Water Meter	26,582	EA	\$ 2,818,860.44
14	1-inch Water Meter	735	EA	\$ 127,753.45
15	1-1/2-inch Water Meter	1,459	EA	\$ 1,147,528.09
16	2-inch Water Meter	1,351	EA	\$ 1,290,280.90
17	3-inch Water Meter	339	EA	\$ 422,620.75
18	4-inch Water Meter	102	EA	\$ 151,047.33
19	6-inch Water Meter	28	EA	\$ 70,759.53
20	8-inch Water Meter	4	EA	\$ 13,063.23
21	10-inch Water Meter	11	EA	\$ 60,282.02
22	12-inch Water Meter	3	EA	\$ 22,797.46
Subtotal				\$ 6,119,993.19
Other Annual Recurring Costs Not Listed Above				
46	Please specify			\$ -
47	Please specify			\$ -
48	Please specify			\$ -
49	Please specify			\$ -
50	Please specify			\$ -
Subtotal				\$ -
Total Annual Recurring Costs for Package A.1				
				\$ 378,691.85
Total Cost for Package A.1				
				\$ 13,107,344.30

ANNUAL RECURRING COSTS				
Item	Description	Quantity	Unit	Extended Cost
Software				
41	SaaS Year 1 (10,000 meters installed)	1	EA	\$ 38,662.50
42	SaaS Year 2 (Full Deployment)	1	EA	\$ 81,276.09
43	SaaS Year 3 (Full Deployment)	1	EA	\$ 83,714.13
44	SaaS Year 4 (Full Deployment)	1	EA	\$ 86,226.09
45	SaaS Year 5 (Full Deployment)	1	EA	\$ 88,813.04
Subtotal				\$ 378,691.85
Other Annual Recurring Costs Not Listed Above				
46	Please specify			\$ -
47	Please specify			\$ -
48	Please specify			\$ -
49	Please specify			\$ -
50	Please specify			\$ -
Subtotal				\$ -
Total Annual Recurring Costs for Package A.1				
				\$ 378,691.85
Total Cost for Package A.1				
				\$ 13,107,344.30

ANNUAL RECURRING COSTS				
Item	Description	Quantity	Unit	Extended Cost
Software				
41	SaaS Year 1 (10,000 meters installed)	1	EA	\$ 38,662.50
42	SaaS Year 2 (Full Deployment)	1	EA	\$ 81,276.09
43	SaaS Year 3 (Full Deployment)	1	EA	\$ 83,714.13
44	SaaS Year 4 (Full Deployment)	1	EA	\$ 86,226.09
45	SaaS Year 5 (Full Deployment)	1	EA	\$ 88,813.04
Subtotal				\$ 378,691.85
Other Annual Recurring Costs Not Listed Above				
46	Please specify			\$ -
47	Please specify			\$ -
48	Please specify			\$ -
49	Please specify			\$ -
50	Please specify			\$ -
Subtotal				\$ -
Total Annual Recurring Costs for Package A.1				
				\$ 378,691.85
Total Cost for Package A.1				
				\$ 13,107,344.30

Bid Package Special Requirements - Additional Metering Capabilities

The City of Fargo is interested in strategically deploying water meters that contain remote-shutoff, pressure monitoring, and temperature monitoring capabilities. Please provide water meter equipment costs for meters that have these capabilities.				
Item	Description	Quantity	Unit	Extended Cost
Bid Package Special Requirements - Additional Capabilities				
51	5/8-inch Water Meter	1	EA	\$ -
52	3/4-inch Water Meter	1	EA	\$ 497.17
53	1-inch Water Meter	1	EA	\$ 572.60
54	1-1/2-inch Water Meter	1	EA	\$ 1,740.99
55	2-inch Water Meter	1	EA	\$ 1,958.68
56	3-inch Water Meter	1	EA	\$ 2,358.42
57	4-inch Water Meter	1	EA	\$ 3,747.28
58	6-inch Water Meter	1	EA	\$ 5,602.04
59	8-inch Water Meter	1	EA	\$ -
60	10-inch Water Meter	1	EA	\$ -
61	12-inch Water Meter	1	EA	\$ -
Subtotal				\$ -
Total Annual Recurring Costs for Package A.1				
				\$ 378,691.85
Total Cost for Package A.1				
				\$ 13,107,344.30

The meters with Additional Metering Capabilities above are Sensus ally and Cordoneel
9 Base Stations are needed, but we priced 4 as requested.

Fired Summed total to include cells F51 and F52 on all tabs



Core & Main is proposing that the City of Fargo invest in our **“Right-Sizing Service”**. Right-sizing meters in water utilities ensures meters match the specific flow rates and usage patterns of each application/location. This practice aids your utility in **reducing water loss as well as revenue loss** due to inaccurately sized older large meters. Right-sizing **reduces the cost** to the utility of ownership and maintenance to the more appropriately sized meter and maintains a **higher accuracy and warranty for 20 years**.

(1) A.1 SOLID STATE METERS

Please see the proposed solution utilizing Solid State Meters below. This is Core & Main’s suggested solution to the City of Fargo.

iPERL Residential Water Meter (3/4” – 1”)

iPERL smart water meters offer unparalleled, low-flow accuracy with high-flow durability. iPERL meters use innovative magnetic technology to capture previously unmeasured low flow. iPERL meters increase returns while maximizing operational efficiency. With no moving parts, lead-free iPERL meters maintain their accuracy over a 20-year lifetime. With Advanced Metering Infrastructure (AMI) connectivity—as well as 14-condition, diagnostic, and lifetime alarms—iPERL meters provide a quick resolution to issues you may experience in the field. Features include:

- Improves operational efficiency and customer service
- Reduces non-revenue water, measuring flow rates as low as .1-.3 gpm
- Reduces maintenance and cost
- Installs horizontally, vertically or diagonally
- Prevents removal and tampering attempts to obtain free water
- Detects system leaks
- Allows remote management, monitoring and diagnosis
- Collects and logs system and customer data
- Preserves energy and optimizes power



FIGURE: IPERL WATER METER

ally Residential Water Meter (pressure, temperature, and remote disconnect) (3/4” – 1”)

Sensus’ next generation smart water meter, ally®, provides leading-edge metrology, smart water alarms, pressure and temperature sensors, and a remote actuated three-state valve. Innovative electromagnetic flow measurement technology provides utilities with enhanced accuracy ranges at both low and high flow rates and perpetual accuracy over the life of the product. The ally meter’s measurement design has no moving parts and



FIGURE: ALLY WATER METER

Report of Action:
FAHR Meeting of August 10, 2026



- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Police

Net Financial Impact: \$0

Description: See attached memo. The Fargo Police Department is requesting approval to accept a \$70,185 donation from the Fargo Police Foundation to purchase specialized equipment for the Department's Crowd Management Team (CMT). The equipment will enhance officer communication, identification, protection, and operational readiness during special events, mass gatherings, and First Amendment demonstrations.

The donation will fully fund helmet-mounted hearing protection and communication systems, respirator microphones, elbow and knee protection, bandoliers, team identification patches, and upgraded restraint systems. The communication systems and respirator microphones were competitively solicited through RFQ26257 and RFQ26258, with three bids received for each product.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve acceptance of the \$70,185 donation from the Fargo Police Foundation for Crowd Management Team equipment and related budget adjustment as presented.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Captain Travis Moser *TM*

Date: July 30, 2026

RE: Acceptance of Fargo Police Foundation Donation for Crowd Management Team (CMT)

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a donation from the Fargo Police Foundation in the amount of \$70,185.00 to support the acquisition of specialized equipment to enhance the performance of the Fargo Police Department's Crowd Management Team. These funds were formally approved by the Fargo Police Foundation on July 21, 2026.

The Fargo Police Department Crowd Management has become a staple in operational readiness at special events, mass gatherings, and during first amendment demonstrations. Communication, specialty gear, and identification of CMT members is paramount for operational safety.

This approval will allow the Fargo Police Crowd Management Team to purchase communication headsets, respirator integrated comms microphones, elbow and knee impact protection, team identification patches, upgraded restraint systems, and a system to carry extra supplies of non-lethal equipment.

The total donation will fully cover the following costs:

- 35 Helmet Mounted Hearing Protection and Communication Systems-\$55,700
- 35 Avon Respirator Microphones-\$10,494.00
- 35 sets of Discrete Impact Protection (Elbow and Knee) \$1,682.00
- 6 Bandoliers \$384.00
- Team Identification Patches \$395.00
- Upgraded restraint systems \$2, 160.00

The headset communication systems, and respirator microphones followed a formal competitive process through RFQ26257 and RFQ2658, which generated three competitive bids for each product. Based on the results and experiences with each one of these companies, the preferred vendor for the headset communication system is Balco Uniforms and the preferred vendor for the respirator microphones is Streichers Inc.

This entire project will be fully funded through the generous donation of the Fargo Police Foundation. This initiative aligns directly with the Foundation's mission and vision to invest in staff wellness, enhance public safety, and strengthen police-community relationships by ensuring the Fargo Police Crowd Management Team meets national best practices. The Fargo Police Foundation demonstrated its commitment to providing the Fargo Police Department with tools to meet evolving public safety needs.

We appreciate the Committee's consideration and ongoing support of public safety efforts.

We respectfully request a motion to:

- Accept the \$70,105 donation into revenue account = 101-0000-365-85-00
- Utilize identified expense account line = 101-5045-411-74-10
- PD95 = project code to track all expenses related to this project
- Request for Quote # 26257 and # 26258
- See attached documents.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Fargo Police Department

REQUESTED BY: Captain Travis Moser

PROJECT NUMBER : PD95

DATE PREPARED: 7/23/2026

DESCRIPTION OF REQUEST:

Accept Fargo Police Foundation Request Totaling in 2026 for the purchase of equipment for the Crowd Management Team

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-85-00		\$70,185.00 =	\$ 70,185
		=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 70,185	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-74-10		70,185.00 =	70,185.00
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 70,185	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#

Report of Action:
FAHR Meeting of August 10, 2026



☐ Purchase Policy
☒ Budget Adjustment/Reallocation
☐ Personnel Request
☐ Other Financial

Department: SWAT

Net Financial Impact: \$0

Description: See attached Memo. SWAT requests approval of FY 2025 State Homeland Security Grant program, CFDA 97.067, award of \$189,116.00 for various equipment purchases in Tactical operation along with Crisis Negotiations.

Budget Adjustment attached.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Accept the FY 2025 State Homeland Security Grant Program award in the amount of \$189,116 for various equipment purchases in Tactical operation along with Crisis Negotiations along with related budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Nate Nieman

Date: 08/06/2026

RE: Acceptance of the FY 2025 State Homeland Security Grant Program – CFDA 97.067

Background

The Fargo Police Department has been awarded **\$189,116.00** from the North Dakota Department of Emergency Services (NDDes) under the FY 2025 State Homeland Security Grant Program (SHSP) – Regional. The award supports equipment that sustains and enhances the operational capability of the Red River Valley SWAT Team. **There is no requirement for the City of Fargo to match any portion of this award; cost share is \$0.00.**

The State Homeland Security Grant Program assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events. Regional awards under this program fund shared capabilities that serve multiple jurisdictions rather than a single agency.

I respectfully request that the F.A.H.R. Committee recommend acceptance of this award and approval of the associated budget adjustment.

Award Summary

Grant program	FY 2025 State Homeland Security Grant Program – Regional
Assistance Listing (CFDA)	97.067
Federal Award Identification Number	EMW-2025-SS-05047
Federal award date	September 26, 2025
Federal awarding agency	U.S. Department of Homeland Security
Pass-through entity	North Dakota Department of Emergency Services
Subrecipient	City of Fargo (Police Department)
NDDes grant number	PS10
Total federal funds obligated	\$189,116.00
Subrecipient cost share	\$0.00
Period of performance	July 31, 2026 through August 31, 2028
City project code	PDES16



Regional Team Supported

The Red River Valley SWAT Team is a multi-agency regional tactical team hosted by the Fargo Police Department. Its primary operational area is the southeastern quarter of North Dakota and western Minnesota. The Team responds to high-risk incidents including warrant service and apprehensions, active threat and active shooter situations, barricaded subjects, hostage rescue, terrorism threats, dignitary protection, and high-risk security operations at special events.

Because SHSP – Regional funding carries no local cost share, this award delivers and sustains regional response capability at no cost to City of Fargo taxpayers.

Use of Funds

The award funds equipment supporting two areas of the Red River Valley SWAT Team mission:

Tactical Operations

- Personal protective equipment
- Night vision optics
- Team communications equipment
- Trauma supplies

Crisis Negotiations

- Cold-weather protective equipment
- Vehicle-mounted long-range communication equipment to facilitate negotiations
- Remotely operated equipment to establish situational awareness and reduce personnel exposure at high-risk scenes

This equipment improves the safety and effectiveness of Red River Valley SWAT Team personnel during high-risk incidents.

Program Context

This award represents the first year of a three-year strategic funding plan covering FY 2025 through FY 2027, which NDDDES requires of regional teams as the basis for annual project applications. It is a planned and previously scoped request rather than a new or unanticipated one.

NDDDES advised the Fargo Police Department on July 13, 2026 that FY 2025 awards for law enforcement projects had been delayed by a federal programmatic hold. That hold has since been released, which is why an FY 2025 award is being presented for acceptance in August 2026. The Notice of Grant Award is dated July 31, 2026.

Fiscal Administration

This is a reimbursement grant. The City of Fargo incurs eligible costs first and then submits reimbursement requests to NDDDES with supporting documentation. No funds are advanced to the City. Because the award exceeds \$100,000, it is classified as a major grant under the City of Fargo Grants Fiscal Cash Management Policy, which directs that major grants “be drawn upon a monthly basis, or as often as allowed per the grant agreement,”

with reimbursement requests processed and sent to the grantor within ten working days of the end of the month. Reimbursement requests will be submitted on that cadence for any month in which eligible costs are incurred. Grant activity will be tracked under project code PDES16 and managed in accordance with City of Fargo Grants Administrative Policy.

Any equipment meeting the City's capital asset threshold will be recorded on a Fixed Asset Addition Form at the time of purchase and reported on the grant inventory at closeout. Equipment acquired under this award remains subject to federal disposition requirements at 2 C.F.R. § 200.313 for the life of the property.

Procurement

All purchases will comply with City of Fargo Purchasing Policy and with federal procurement standards at 2 C.F.R. §§ 200.318 through 200.326. The NDDDES award letter states that "Projects with an aggregate cost of \$15,000 or more must obtain a minimum of three quotes (each from a different vendor)," that "Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services," that "Quotes must be obtained within the project period of performance," and that "Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted."

The period of performance began July 31, 2026, so quotes may now be solicited. Quotes for this project will be obtained within the period of performance; any pricing gathered for planning purposes before that date will be re-quoted. Where applicable, quotes will be submitted to NDDDES for compliance review before any purchase is made. Any single purchase exceeding \$50,000 will be brought to the Board of City Commissioners for approval consistent with City purchasing policy.

Reporting and Grant Administration

Quarterly progress reports are required while the grant project is active and are due January 15, April 15, July 15, and October 15, with a final report due at closeout. City of Fargo Emergency Management will administer progress reporting, reimbursement requests, and project closeout in coordination with the Red River Valley SWAT Team, as it has done for prior State Homeland Security Grant Program - Regional awards to the Fargo Police Department.

Anticipated Timeline

The Notice of Grant Award is dated July 31, 2026 and directs that the acceptance steps be completed within ten days of that date. The award letter also states: "If you need additional time to obtain signatures due to local administrative requirements, please inform NDDDES within the 10-day period." NDDDES has been notified that additional time is needed to complete City review and signature.

Work on this grant will begin at the end of August 2026. The period of performance runs through August 31, 2028, and all activity, including procurement, receipt of equipment, reimbursement, and closeout, must be completed within that period.

Prior Grant Performance

The Fargo Police Department has administered prior State Homeland Security Grant Program – Regional awards on behalf of the Red River Valley SWAT Team and Red River Valley Bomb Squad, including the FY 2022 and FY 2023

awards, both of which have received signed closeout letters from NDDES. The FY 2024 award remains in its period of performance with quarterly progress reporting current.

Recommended Motion

1. Accept the FY 2025 State Homeland Security Grant Program – Regional award in the amount of \$189,116.00 and authorize the Mayor to sign and initial the North Dakota Department of Emergency Services Notice of Grant Award and Special Conditions.
2. Approve an adjustment to the Fargo Police Department budget as follows.

Revenue Account

[216-0000-331-14-50] (Federal Grant Revenue – SHSP) – **\$189,116.00**

Total: \$189,116.00

Expense Account

[216-5016-411-74-10] (Red River Valley SWAT – [Machinery & Equipment]) – **\$189,116.00**

Total: \$189,116.00

Attachments

North Dakota Department of Emergency Services FY 2025 State Homeland Security Grant Program Notice of Grant Award and Special Conditions

7/31/2026

City of Fargo (Police Dept)
Josh Boschee, Mayor of Fargo
105 25th Street North
Fargo, ND 58102

Dear Josh Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$189,116.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDes Grants System (<https://grants.des.nd.gov>) to the [Project](#) page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the [Project](#) page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 [Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at [State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota](#). Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDDES: 4362750	
Federal Award Identification Number: EMW-2025-SS-05047		Federal Award Date: September 26, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Fargo (Police Dept) 105 25th Street North Fargo, ND 58102		Subrecipient Authorized Contact Name: Thomas Shaw Telephone: 701-241-1416 Email: tshaw@fargond.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 10	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: 7/31/2026	End Date: 8/31/2028	
Total Federal Funds Obligated: \$189,116.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$189,116.00	
Project Description: The intent of 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 federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDDES quarterly through the NDDDES grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal 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 NDDDES Approval	
Signature	Date	Signature 	Date
Name and Title of Authorized Representative Josh Boschee Mayor of Fargo		Name and Title of Authorized Representative Darin Hanson Director, HSEM	

SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

NDDes Terms and Conditions

1. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

2. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDes. NDDes will forward the request to FEMA for review.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

4. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance

The Notice of Grant Award and these Special Conditions and the Federal Agreement Articles constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipient is certifying acceptance of the terms and conditions of the award.

Federal Program Specific Terms and Conditions

Article 48 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the

applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its applicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds

or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Summary of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 HSGP Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 OPSG Program Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed

the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 Operation Stonegarden Program Hold
Not applicable.

Article 59 Non-Applicability of Specific Agreement Articles
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 State Homeland Security Program: Compliance with Federal Immigration Law *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*
The following term applies to State Homeland Security Program funding under this award: 1. Prohibition
a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).
b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.
c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition.
2. Certification
a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information

sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 63 State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 64 Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 65 Period of Performance and Budget Period

See your award document.

Article 66 This article has been removed

Article 67 Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.



**DHS Standard Terms and Conditions
(Start of Next Page)**

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

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C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,

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- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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 program or activity receiving federal financial assistance. DHS

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implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

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- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

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XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.
- (e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

- (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
- (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

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- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

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

XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

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to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

- (a) cybersecurity;
- (b) foreign travel security;
- (c) research security training; and
- (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

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by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

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

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Red River Valley SWAT

REQUESTED BY: Lt. Nate Nieman

PROJECT NUMBER : _____

DATE PREPARED: 8/6/2026

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Accept the FY 2025 State Homeland Security Grant Program – Regional award of \$189,116 and authorize the Mayor to sign and initial the North Dakota Department of Emergency Services Notice of Grant Award and Special Conditions.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-0000-331.14-50	\$ 189,116		\$ 189,116
			=
		+	=
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 20,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.74-10	\$ 189,116		= \$ 189,116
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 189,116	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of August 10, 2026



☐ Purchase Policy
☒ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: SWAT

Net Financial Impact: \$0

Description: See attached Memo. SWAT has been awarded a donation from OK Tire to provide wheels and tires for their Ford F-450 Rook Truck.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the donation of \$1,953.68 from OK Tire along with the budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 08/04/2026

Re: Acceptance of Donation – OK Tire (Shawn Eggermont) / Red River Valley SWAT Team

The Red River Valley SWAT Team has identified upgrading the Ford F-450 Rook Truck tires and refinishing the wheels as a long-term operational priority. Since receiving the vehicle, the factory tires have repeatedly proven inadequate for the demanding environments in which the Rook Truck is deployed. SWAT operations frequently require travel through adverse weather, unimproved roads, mud, snow, and other challenging terrain. On multiple occasions, the Rook Truck and trailer have become stuck during deployments, requiring the Rook to be unloaded to recover the truck and trailer or additional recovery methods to be utilized. These situations have delayed operations and have the potential to negatively impact mission effectiveness during critical incidents.

One of our Crisis Negotiations Team Leaders discussed this operational need with Shawn Eggermont, Sales Manager at OK Tire. In appreciation for the work performed by the Red River Valley SWAT Team, Mr. Eggermont has generously offered to donate six (6) Sailun S740 Drive Tires (225/70R19.5), mounting and computer balancing, and powder coating of the four wheels at no cost to the City of Fargo or the SWAT Team.

The estimated value of the donated equipment and services is **\$1,953.68**, consisting of six tires (\$1,018.68), mounting and balancing (\$135.00), and powder coating of four wheels (\$800.00).

This donation will significantly improve the safety, reliability, and off-road capability of the Rook Truck while enhancing the team's ability to respond effectively to high-risk incidents throughout the Red River Valley.

On behalf of the Red River Valley SWAT Team, I respectfully request acceptance of this generous in-kind donation from OK Tire and Shawn Eggermont. We sincerely appreciate their commitment to supporting law enforcement and the safety of the communities we serve.

Recommended Motion:

Approve the acceptance of the in-kind donation from OK Tire, through Sales Manager Shawn Eggermont, consisting of six (6) Sailun S740 Drive Tires (225/70R19.5), mounting and balancing services, and powder coating of four (4) wheels, with an estimated total value of **\$1,953.68**, for use on the Red River Valley SWAT Team Ford F-450 Rook Truck.





QUOTE

Invoice Date	Cust No.	Order No	Page	Invoice No.
08/03/2026	60001	06 - 182993	1 / 1	
License:		Mileage: 0		

OK Tire Fargo Retail 06
2300 Main Ave
Fargo, ND 58103
Phone: (701) 237-6525

Sold To: FARGO PD SWAT
C/O CHRIS AND KYLE

Ship To:

Purchase Ord. No.	Sales Person	Main Phone	Other Phone	Ship Via	Terms: Cash Entered: SE			
133								
Item No.	Description			Qty Ordered	Qty Shipped	F.E.T.	Price	Net Extension
5541271	225/70R19.5 SAILUN S740 DRV			6	6	4.44	165.34	1,018.68
BA01	COMPUTER WHEEL BALANCE			6	6		22.50	135.00
5910	POWDER COATING 4 WHEELS			1	1		800.00	800.00

DO NOT PAY. THIS IS A QUOTE.

Lug nuts must be re-torqued within 50 to 100 miles of initial tightening.
Tires should be rotated every 5,000 to 6,000 miles.
All returned product is subject to inspection prior to credit being issued. Any product returned after 30 days from invoice date is subject to a 15% restocking fee. Discontinued or special order product is not eligible for return.

Sub-Total Parts:	1,818.68
Sub-Total Labor:	135.00
Non-Taxable Amount:	1,953.68
Taxable Amount:	0.00
Total:	1,953.68

X

Customer Authorization for Estimate

ALL CREDIT CARD PAYMENTS WILL RECEIVE A 3% SURCHARGE IN ADDITION TO THE INVOICE AMOUNT

Report of Action:
FAHR Meeting of August 10, 2026



- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Finance

Net Financial Impact: \$0

Description: Finance requests a budget adjustment to move budget revenues associated with the State of North Dakota's Primary Residence Credit from Property Tax Revenue to Intergovernmental State Revenue, as per GASB standards. The adjustment is requested at \$5.7M to correlate with State Receipts.

Following the meeting, FAHR endorsed this request.

Suggested Motion:

Approve a budget adjustment to move Primary Tax Credit revenue from Property Tax to Intergovernmental Revenue, in the amount of \$5.7 million. See budget adjustment.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Finance

REQUESTED BY: Finance PROJECT NUMBER : _____

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Reclassify budget revenues approximating Primary Resident Credit 2026 Receipts from Property Tax Rev to Intergovernmental Revenue.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-311-10-00 Property Tax Revenue		\$ (5,700,000) =	\$ (5,700,000)
101-0000-335-74-00 PRC Intergov Rev		\$ 5,700,000 =	\$ 5,700,000
	+	=	\$ -
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
	+		\$ -
	+		\$ -
	+		\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: _____ Date: _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of August 10, 2026



- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Finance/PD

Net Financial Impact: \$0 (Budget Adjustment, only)

Description: Finance and Police request a budget adjustment to adjust the 2026 budget to account for only 6 months of the Axon body camera expense, rather than a full 12 months. The new contract commenced in July 2026 so 6 months' expense will be recorded.

Following the meeting, FAHR endorsed this request.

Suggested Motion:

Approve a budget adjustment to reflect only 6 months of Axon expense in the 2026 budget, not 12 months as originally approved. See budget adjustment.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Police

REQUESTED BY: Police/Finance PROJECT NUMBER : _____

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Adjust 2026 budget to reflect on 6months of Axon Expense and related PSST Tranfers.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-391-20-04 GF Transfer In from PSST	\$ 5,944,723	\$ (570,750) =	\$ 5,373,973
		= \$	-
	+	= \$	-
	+	= \$	-
TOTAL REVENUE ADJUSTMENTS:		\$ (570,750)	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5050-411.74-12 Software	\$ 1,141,500	\$ (570,750) =	\$ 570,750
226-9001-55.90-10 PSST Transfer Out to GF	\$ 5,944,723	\$ (570,750) =	\$ 5,373,973
		= \$	-
		= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
TOTAL EXPENSE ADJUSTMENTS:		\$ (1,141,500)	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: _____ Date: _____

By: _____

BA# _____