

**NOTICE OF SUBAWARD**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ) - UEI: ZP9KYB67ZB46
(3-2025)

Subaward Number G25.052	Assistance Listing Name Performance Partnership Grants	Assistance Listing Number 66.605	
FAIN Number 99861725	Subaward Type (Check One) ☒ Program ☐ R&D	Subaward Start Date 6/15/2026	Subaward End Date 6/30/2027
Federal Award Date 9/24/2024	Federal Awarding Agency Environmental Protection Agency		

The Parties to this subaward are the NDDEQ (Grantor) and the Subrecipient. This subaward is not effective and expenditures related to this subaward should not be incurred until both Parties have signed this subaward. If attachments are referenced, they must be returned with the signed subaward. If attachments were not provided, contact the Program Director identified below.

Title of Project/Program Water Pollution – EPA Block	NDDEQ Project Code 5531 EQ3993-31
Subrecipient Name Fargo Cass Public Health	Program Director Marty Haroldson
Address 1240 25 th St. S	Address 4201 Normandy Street
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58503-1324
Contact Name Jenn Faul, Director of Public Health	Contact Name Sarah Waldron-Feld
Telephone Number 701.241.1380	Telephone Number (701) 328-5237
Email Address jfaul@fargond.gov	Email Address sfeld@nd.gov

	NDDEQ Cost Share	Subrecipient Cost Share	Total Costs
Amount Awarded	\$1,250	\$417	\$1,667
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$1,250	\$417	\$1,667
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimus rate of 15%	☐ Negotiated/Approved rate of ____ %

Scope of Service

Subrecipient will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Subrecipient will report spill and illegal dumping to the Department as it becomes aware of such activities. In addition, Subrecipient will work with the Department on municipal wastewater systems, septic tank pumpers, onsite wastewater treatment systems, and stormwater discharges and will conduct surveys and investigations as requested by the Department.

Reporting Requirements

Monthly or quarterly Request for Reimbursement and progress report should be submitted to the Department. At the end of the state fiscal year, a final Request for Reimbursement and progress report for the period ending June 30, 2026 must be received by July 15, 2026. A final Request for Reimbursement and progress report the period ending June 30, 2027 must be received by July 15, 2027. Payments will be processed upon Department approval of progress reports (i.e. daily activity logs/explanation of activities under the subaward) and expenditure reports unless otherwise specified in the Special Conditions.

Special Conditions

Once fully executed, expenses related to the Scope of Service of this subaward will be covered as early as October 1, 2025. Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by Subrecipient.

Subrecipient has agreed to use de minimis rate of 15% for indirect costs. In accordance with 2 CFR 200.414(f), Subrecipient can charge a 15% de minimis rate of modified total direct costs. Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subaward). Note, in accordance with CFR 200.414(f) there are restrictions in use of 15% de minimus rate.

This subaward is subject to the following terms and conditions and applicable State and Federal Regulations.

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

Subrecipient understands that this subaward is a one-time subaward and acknowledges that it has received no assurances that this subaward may be extended beyond its expiration date.

2. TERMINATION

a. Termination for Convenience or by Mutual Agreement

This subaward may be terminated by Grantor upon thirty (30) days' written notice to Subrecipient. This subaward may be terminated by mutual consent of both Parties executed in writing.

b. Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this subaward under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this subaward or are no longer eligible for the funding proposed for payments authorized by this subaward.
3. If any license, permit, or certificate required by law or rule, or by the terms of this subaward, is for any reason denied, revoked, suspended, or not renewed.

Termination of this subaward under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this subaward effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

1. If Subrecipient fails to provide services required by this subaward within the time specified or any extension agreed to in writing by Grantor; or
2. If Subrecipient fails to perform any of the other provisions of this subaward, or so fails to pursue the work as to endanger performance of this subaward in accordance with its terms.

The rights and remedies of Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

3. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Subrecipient is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then Grantor may seek all available remedies, up to and including termination of this subaward pursuant to its Termination Section, and Grantor shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

4. ASSIGNMENTS AND SUBCONTRACTS

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

Subrecipient may enter into subcontracts provided that any subcontract acknowledges the binding nature of this subaward and incorporates this subaward, including any attachments. Subrecipient is solely responsible for the performance of any subcontractor with whom Subrecipient contracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

5. SPOILIATION-PRESERVATION OF EVIDENCE

Subrecipient shall promptly notify Grantor of all potential claims that arise or result from this subaward.

Subrecipient shall also take all reasonable steps to preserve all physical evidence and information under its control that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect such evidence, including the scene of the accident.

6. INTEGRATION, MODIFICATION, AND SEVERABILITY

This subaward constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this subaward. No alteration, amendment, or modification of this subaward is effective unless it is reduced to writing and signed by the Parties.

If any term of this subaward is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this subaward did not contain that term.

7. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this subaward.

8. CONTINGENT LIABILITY

During the term of this subaward, and for three years after this subaward expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this subaward to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this subaward or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

9. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this subaward beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this subaward. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the subaward will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the subaward.

10. EVALUATION

Grantor shall, throughout the effective dates on the subaward, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the subaward. Compliance with subaward requirements and assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SUBRECIPIENT ASSURANCES

11. ASSURANCES

Subrecipient understands in connection with furnishing supplies or performing work under this subaward, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this subaward including the following:

- a. Fair Labor Standards Act, Equal Pay Act of 1963
- b. Titles VI and VII of the Civil Rights Act of 1964
- c. Age Discrimination Employment Act of 1967
- d. Age Discrimination Act of 1975
- e. Drug-free Workplace Act of 1988
- f. Americans with Disabilities Act of 1990
- g. Section 504 of the Rehabilitation Act of 1973
- h. Executive Order 13043, Increasing Seat Belt Use in the United States

- i. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
- j. Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
- k. Build America, Buy America of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917)
- l. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

12. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this subaward.

13. DEBARMENT/SUSPENSION

By signing this subaward, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

14. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a. No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal subaward, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, subaward, loan, or cooperative agreement. If any subaward funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, subaward, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b. Subrecipient shall require that the language of the Subrecipient Assurances in this subaward be included in the award documents for all subawards at all tiers (including subcontracts, Subawards, and contracts under subawards, loans, and cooperative agreements) and that all subrecipients shall comply with these assurances.
- c. Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any subaward or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

15. COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, [42 U.S.C. 6962](#), and Executive Order 12873 requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40 CFR Part 247 Subpart B).

16. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a subaward will vest upon acquisition in the Subrecipient.

17. **FEDERAL AUDIT REQUIREMENTS**
Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the subaward. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this subaward by reference.

18. **NOTICE**
All notice or other communication required under this subaward must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses. Notice provided under this provision does not meet the notice requirements for monetary claims against the Grantor found at North Dakota Century Code § 32-12.2-04.

SUBRECIPIENT	GRANTOR
<i>Fargo Cass Public Health</i>	L. David Glatt, P.E.
<i>Jenn Faul, Director of Public Health</i>	Director
<i>1240 25th Street South</i>	4201 Normandy Street
<i>Fargo, ND 58103</i>	Bismarck, ND 58503-1324

19. **CERTIFICATION**
By signing this subaward, Subrecipient certifies the following:
- The organization/agency has agreed upon the conditions of the subaward applicable to funding received through all subawards issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.
 - If the organization/agency expends \$1,000,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.
 - The person(s) responsible for authorizing, expending or accounting for subaward funding will be provided access to the circulars and subaward requirements as specified in Section 17.
 - I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Unique Entity ID (SAM)	Federal Taxpayer Identification Number (FEIN) SSN
<i>K2QJQZVH5PM6</i>	<i>EIN: 456002069</i>

20. **EFFECTIVENESS OF CONTRACT**
This subaward is not effective until fully executed by both Parties.

SUBRECIPIENT	STATE OF NORTH DAKOTA
<i>Fargo Cass Public Health</i>	Acting through its Department of Environmental Quality
BY: 	BY:
<i>Jenn Faul</i>	L. David Glatt, P.E.
<i>Director of Public Health</i>	Director
DATE: 06/16/2026	DATE:
<i>City of Fargo</i>	
BY:	
<i>Timothy J. Mahoney</i>	
<i>Mayor, City of Fargo</i>	
DATE:	<i>Attest: Angie Bear, Deputy Auditor</i>