



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: 7/27/2026

Receive & File: Sales Tax Update – Accrual Basis

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

Other

Fire – Reallocation of Capital Funds

Award & Budget Adjustments

FCPH – Notice of Grant Award – No. G25.702 CFDA 93.268
Increasing Immunization Rates – Local Public Health Unit

FCPH – Notice of Grant Award – No. G25.702 CFDA 93.268
Respiratory Season Vaccination Kick-off

SWAT – Budget Adjustments for various new revenues (Training Revenue, Recycling, Walmart grant) and offset supply expense accounts

SWAT – Accept donation – Heiser

SWAT – Accept donation – Wrigley

Human Resources & Admin – Reallocation of 2026 Budget Funds

Transit – Approve grant contract

Emergency Management – Grant Award and Budget Adjustment

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 7/24/2026

					2% Sales Tax				
Payment Date	Collection Month	County Amount	County Collections	County Growth %	PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %
			9,800,969.25	14.77%			27,644,065.98	31,099,574.21	7.08%
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
	Jul-26	-			-	-			
	Jun-26	-			-	-			
7/22/2026	May-26	2,521,481.29			842,911.06	6,743,288.50			
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81			
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45			
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81			
3/21/2026	Jan-26	1,556,847.48			554,006.80	4,432,054.41			
			23,236,103.87	-0.29%			68,274,579.41	74,935,830.45	-2.22%
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77			
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93			
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%		6,626,714.99	69,824,744.71		0.83%
1/21/2025	Nov-24	2,281,112.22				6,540,733.39			
12/20/2024	Oct-24	1,764,529.62				5,342,358.63			
11/22/2024	Sept-24	2,257,740.11				6,622,406.84			
10/21/2024	Aug-24	2,088,361.27				6,284,633.45			
9/21/2024	July-24	1,746,626.42				5,168,111.30			
8/21/2024	June-24	2,659,707.17				7,859,913.01			
7/22/2024	May-24	1,348,902.41				4,252,926.43			
6/24/2024	Apr-24	1,759,660.73				5,404,517.72			
5/21/2024	Mar-24	2,276,388.27				6,980,911.25			
4/22/2024	Feb-24	1,023,591.77				3,163,097.74			
3/21/2024	Jan-24	1,890,694.25				5,578,419.96			
2023 Collections			23,106,462.71	8.18%			69,250,461.96		4.02%
2022 Collections			21,358,922.89	-2.56%			66,571,120.26		4.28%
2021 Collections			21,920,710.74	31.11%			63,840,810.53		29.90%
2020 Collections			16,719,327.13	0.30%			49,146,842.57		-5.00%
2019 Collections			16,670,136.34	6.04%			51,732,824.69		7.36%
2018 Collections			15,720,221.20				48,185,965.90		
2017 Collections			2,796,024.89						
Totals Since 2019			\$ 174,633,224				\$ 523,513,473		

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Fire

Net Financial Impact: \$0

Description:

See attached memo.

At this time, FAHR recommends approval of the reallocation for the temporary live-burn training shipping containers and the utility terrain vehicle (UTV). FAHR believes these items address immediate operational and training needs while remaining consistent with the Fire Department's long-term planning efforts for the future training facility.

FAHR is not recommending approval of the requested staff vehicle at this time. The Committee intends to review that request at a later date following a broader evaluation of the Fire Department's vehicle fleet and future fleet needs to ensure the request aligns with the City's overall fleet strategy and operational priorities.

Suggested Motion:

Move to approve the use of existing 2026 Fire Department capital funds, account 475-4010-510.74-10, originally budgeted for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for the purchase of temporary live-burn training shipping containers and associated setup, and a utility terrain vehicle (UTV). All expenditures shall remain within the existing approved 2026 budget.



TO: FAHR Committee

FROM: Fire Chief Gary Lorenz

DATE: 7/27/2026

SUBJECT: Reallocation of Capital Funds

In the 2026 Fire Department Budget account 475-4010-510.74-10, a Mobile Ventilation Prop (\$100,000) and a Mobile Auto Extrication Prop (\$21,500) are identified.

Since the 2026 budget was developed, the city has acquired property for new fire department training facility, and we are currently working to identify an architect/engineering firm to develop conceptual designs and cost estimates for developing this property. Therefore, I do not believe it would be prudent to purchase these two items that may not fit into upcoming training facilities and props. Once the funds are available, the Fargo Fire Department team will follow all applicable City of Fargo purchasing policies.

I am requesting that these funds be reallocated for the following items:

- Shipping containers to be used for live burn training - approximately \$45,500
 - Includes the purchase of shipping containers and associated setup costs.
 - Due to the poor condition of the current live-burn training facility, the container assembly would provide an interim training solution until a permanent live-burn structure is constructed as part of the future training facility.
 - As the new training facility becomes operational, the Fargo Fire Department will seek opportunities to repurpose the shipping containers for other training, equipment storage, or operational needs to maximize their long-term value to the City.
- Staff vehicle – approximately \$40,000
 - This was requested in the 2027 budget but not funded.
 - Vehicle to be housed out of Fire Station 1 for administrative staff for City business, including travel to training, meetings, and other work-related activities in and outside of Fargo.
- UTV – approximately \$36,000
 - This will be a shared-use utility vehicle for multiple purposes such as grass and brush fires in hard-to-reach locations, emergency response at events such as NDSU tailgating and the street fair, and movement of personnel and equipment at the new training location.

Recommended Motion:

Move to approve the use of the budgeted \$121,500 in existing 2026 Fire Department capital funds, account 475-4010-510.74-10, originally identified for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for equipment needs that have become a higher priority during 2026, including temporary live-burn training containers and associated setup, an additional staff vehicle, and a utility terrain vehicle (UTV). All expenditures will remain within the existing approved budget and be completed in accordance with applicable City purchasing policies and procurement requirements.

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Health

Net Financial Impact: \$76,901.00

Description: See attached memo. Health requests approval of Grant award for increasing immunization rates – Local Public Health Unit No.: G25.702 CFDA: 93.268 from the ND Department of Health and Human Services. These grant funds were included with the preliminary 2027 Budget.

At their meeting, FAHR endorsed this request.

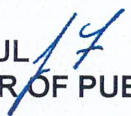
Suggested Motion:

Approve the recommendation of this notice of grant award from ND Department of Health and Human Services. Funds are included with the 2027 preliminary budget.



M E M O R A N D U M

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 27, 2026

RE: NOTICE OF GRANT AWARD FOR INCREASING IMMUNIZATION
RATES – LOCAL PUBLIC HEALTH UNIT
NO: G25.702 CFDA: 93.268
FUNDS: \$76,901
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for increasing immunization rates.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number G25.702	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268	
FAIN Number NH23IP922702	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026	
Federal Award Date 6/24/2026	Grant End Date 6/30/2027		
Federal Awarding Agency Centers for Disease Control and Prevention (CDC)			
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Increasing Immunization Rates – Local Public Health		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2211 S315-OC-10 36	
Grantee Name Fargo Cass Public Health		Project Director Mary Woinarowicz, Immunization Director	
Address 1240 25 th Street S		Address 600 East Boulevard Ave., Dept. 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jenn Faul		Contact Name Mary Woinarowicz, Immunization Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2404	
Email Address jfaul@fargond.gov		Email Address mary.woinarowicz@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$76,901	\$0	\$76,901
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$76,901	\$0	\$76,901
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Scope of service is defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment B.			
Special Conditions Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/23/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Mary Woinarowicz, Immunization Unit Director	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy City Auditor, on behalf of City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

G25.702
Fargo Cass Public Health
Attachment A
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Scope of Service

The objectives of this grant are in line with the 2025 – 2030 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Notice of Funding Opportunity (NOFO) number 25-0007, Strengthening Vaccine-Preventable Disease Prevention and Response.

Activities: Required activities are shown in **BOLD**.

- **Local public health will assist childcares and schools in accessing immunization records for students and determining compliance with immunization recommendations.**
- **Local public health will use NDIIS data or knowledge of their communities to identify areas or populations with low immunization coverage.** Factors to consider may include:

- Immunization rate differences among vaccines
- Immunization rate differences among age groups
- Insurance coverage rates
- Vaccines for Children (VFC) eligibility rates
- Rurality

Use North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates and establish immunization coverage goals for the one-year and five-year grant period. Rates could include, but are not limited to:

- Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
- Children (kindergarten entry)
- Adolescents
 - Tdap
 - MCV4 or MCV5
 - HPV
 - Influenza
- Adults
 - PCV15, PCV 20, or PCV21
 - Zoster
 - RSV
 - Influenza
- **Identify a population with low immunization coverage and implement at least one evidence-based strategy to increase immunization rates in that community.**
 - Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
 - **Report activities to increase immunization coverage rates on quarterly activity reports.**
 - Summarize evidence of impact or evaluation results, if available.

- **Applicable staff at the local public health unit will attend monthly NDDHHS Immunization Unit Lunch and Learn webinars and read weekly email updates.**
- Consider additional educational activities, which could include, but are not limited to:
 - Implement educational programs for immunization providers and stakeholders in your area.
 - Participate in other immunization-related webinars.
 - Attend the North Dakota Immunization Conference (if applicable).
 - Report on the number of webinars and/or other educational opportunities held or attended by unit staff on the quarterly activity report.
- Collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).
 - Participate in or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
 - Report on the number of meetings hosted and/or attended on quarterly activity reports.
- Collaborate with points-of-contact (POCs) from the jurisdiction's American Indian (AI) communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, and Indian Health Services to improve vaccination coverage among AI communities.
 - Convene meetings with tribal health and/or Indian Health Services about immunizations.
 - Engage tribes in immunization activities.
 - Report on the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.
- Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of vaccine preventable diseases (VPDs) that are nationally notifiable and reportable in the jurisdiction in accordance with the [CDC Manual for the Surveillance of Vaccine-Preventable Diseases](#).
 - If requested, assist the NDDHHS with the investigation and/or response to VPDs.
- Pandemic Influenza Preparedness: Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. Suggested activities include, but are not limited to:
 - Conduct school-located vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Conduct mass or off-site clinics for vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination.

G25.702
Fargo Cass Public Health
Attachment B
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Reporting Requirements

Grantee must submit activity reports via a Qualtrics survey and expenditure reports via the Program Reporting System (PRS) at least quarterly. If requesting reimbursement more frequently than quarterly, then Qualtrics surveys must be submitted more frequently in addition to requests for reimbursement in PRS. A link for the Qualtrics survey for the required immunization activity report will be distributed and should be completed prior to submitting requests for reimbursement in PRS.

- Activity report and expenditure report for the period ending September 30, 2026 must be submitted by October 15, 2026.
- Activity report and expenditure report for the period ending December 31, 2026 must be submitted by January 15, 2027.
- Activity report and expenditure report for the period ending March 31, 2027 must be submitted by April 15, 2027.
- Activity report and expenditure report for the period ending June 30, 2027 must be submitted by July 15, 2027.

Reimbursement will be processed upon Department approval of activity reports and expenditure reports.

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Health

Net Financial Impact: \$15,000.00

Description: See attached memo. Health requests approval of Grant award for hosting a respiratory season kick-off, No.: G25.702 CFDA: 93.268 from the ND Department of Health and Human Services.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation of this notice of grant award from ND Department of Health and Human Services and related budget adjustment.



MEMORANDUM

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 27, 2026

RE: NOTICE OF GRANT AWARD FOR RESPIRATORY SEASON
VACCINATION KICK-OFF.
NO: G25.702 CFDA: 93.268
FUNDS: \$15,000
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for hosting a respiratory season kick-off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates.

BUDGET ADJUSTMENT

REVENUE

101-0000-361-12-06 \$15,000

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.734	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268
FAIN Number NH23IP922702	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026
Federal Award Date	Grant End Date 6/30/2027	
Federal Awarding Agency Centers for Disease Control and Prevention (CDC)		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Respiratory Season Vaccination Kick-Off	North Dakota Department of Health and Human Services (NDDHHS) Project Code: PPHF: 2211 S315-OC-10 36: \$12,000. Pan Flu: 2211 S316-OC-10 35: \$3,000.
Grantee Name Fargo Cass Public Health	Project Director Mary Woinarowicz, Immunization Director
Address: 1240 25 th Street S	Address: 600 East Boulevard Ave., Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Jenn Faul	Contact Name: Jenny Galbraith, Adult Immunization Manager
Telephone Number: 701-241-1380	Telephone Number: 701-328-2335
Email Address: jfaul@fargond.gov	Email Address: jgalbraith@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$15,000	\$0	\$15,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$15,000	\$0	\$15,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of _____ % (limited to 15%)	☐ Negotiated/Approved rate of _____ %

Scope of Service

Grantee will plan and host a respiratory season kick-off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates. Grantee will use vaccination registration software that is connected to the North Dakota Immunization Information System (NDIIS) for at least one vaccination clinic and will use NDIIS to evaluate respiratory season immunization coverage rates for their jurisdiction compared to the previous season. Grantee will include best practices and lessons learned into pandemic plans and share with other local health departments and the NDDHHS Immunization Unit.

Reporting Requirements

Grantee must submit activity reports via a Qualtrics survey and expenditure reports via the Program Reporting System (PRS) at least quarterly. If requesting reimbursement more frequently than quarterly, then Qualtrics surveys must be submitted more frequently in addition to requests for reimbursement in PRS. A link for the Qualtrics survey for the required immunization activity report will be distributed and should be completed prior to submitting requests for reimbursement in PRS.

Expenditure report for the period ending June 30, 2027 must be received by July 15, 2027.

A final report of completed activities will be due by July 15, 2027.

Reimbursements will be processed upon Department approval of expenditures and reports.

Special Conditions

Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/23/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Mary Woinarowicz, Immunization Unit Director	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy Auditor acting on behalf of City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

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 Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : HE13

DATE PREPARED: 7/22/2026 Grant Number: G25.734

DESCRIPTION OF REQUEST:

Notice of Grant Award for Respiratory Season Vaccination Kick Off Grant awarded \$515,000 for July 1, 2026 - June 30, 2027. We will plan and host a respiratory season kick off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates. This funding will be used for expenses staff. CFDA Number: 93.268

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-361-12-06	\$ 75,000	\$ 15,000	\$ 90,000
		+	= \$ -
		TOTAL REVENUE ADJUSTMENTS:	\$ 15,000

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 July 27, 2026



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

Department: SWAT

Net Financial Impact: \$23,077.68

Description: See attached Memo. SWAT requests a budget adjustment to recognize revenue not included in the 2026 budget from entities attending training courses (\$20,063.50); recycling of ammunition casings (\$2014.18) and a Walmart grant (\$1,000), along with corresponding budget adjustments for supplies (\$23,077.68). The Hometown Heros and Sniper Competition revenue and related expense budget adjustments have been approved by Commission.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation for a budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Nate Nieman

Date: 07/17/2026

RE: Budget Adjustment

I respectfully submit this formal request for approval to move funds from the Red River Valley SWAT revenue accounts to our General Supplies expense account. The specific revenue I would like to move is from multiple sources. Red River Valley SWAT facilitates SWAT Basic courses for local and regional SWAT operators. Red River Valley SWAT also recycles expended ammunition casings through Bernath Recycling. In addition, Red River Valley SWAT has received donations from the Walmart Police Grant Program, a SWAT Sniper Competition donation, and the Hometown Heroes Foundation. The total revenue available to be transferred from these sources is \$28,216.63.

Currently, the General Supplies account is being depleted as we continue to replace aging equipment and maintain the operational readiness of the team. The transfer of these funds will allow for the purchase of critical equipment and supplies necessary to support Red River Valley SWAT operations, including replacement equipment, tactical gear, equipment maintenance, and other operational needs.

I appreciate your time and consideration of this request. Your support will enable our team to continue its critical mission of protecting our community.

Recommended Motion:

Approve the transfer of funds from Red River Valley SWAT revenue accounts to the General Supplies expense account.

Revenue Accounts:

216-5016-337.26-00	\$20,663.55	\$20,063.50	Adjust to training proceeds amount
216-5016-361.99-00	\$2,014.18		Recycled ammunition
216-5016-365.10-00	\$5,538.90		Previously approved by BOCC
216-5016-365.10.00		\$1000	Walmart donation
• Total budget adjustment:		\$28,216.63	\$23,077.68

Finance Adj 7/29/2026
sjt

Expense Account:

216-5016-411.61-40 (General Supplies)	\$28,216.63	\$23,077.68
• Total budget adjustment:		\$28,216.63 \$23,077.68



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: 7/17/2026

DESCRIPTION OF REQUEST: SWAT requests budget adjustments to revenue and expense accounts as per the related memo.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-337.26-00	\$ 62,202	\$ 20,064	\$ 82,266
216-5016-361.99-00	\$ -	\$ 2,014	\$ 2,014
216-5016-365.10.00	\$ 15,000	\$ 1,000	\$ 16,000
	+		
		+	
			\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 23,078	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 113,131	\$ 23,078	\$ 136,209
			\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 23,078	

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 July 27, 2026



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

Department: SWAT

Net Financial Impact: \$12,000.00

Description: See attached Memo. SWAT has been awarded a donation from Curt Heiser to support SWAT's operational needs and enhance the safety and effectiveness of our personnel.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the donation of \$12,000.00 from Curt Heiser along with the budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 07/23/2026

Re: Acceptance of Donation from Curt Heiser

Curt Heiser has generously donated **\$12,000** to the City of Fargo for the benefit of the Red River Valley SWAT Team to support our ongoing efforts to serve and protect the communities we represent. Mr. Heiser requested that the donation be used to support the team's operational needs and enhance the safety and effectiveness of our personnel.

After discussing the team's current priorities with Mr. Heiser, we shared our plan to use these funds to continue the transition and modernization of the Red River Valley SWAT Team's weapon systems. This project focuses on replacing aging and outdated equipment with modern, reliable platforms that improve officer safety, operational effectiveness, and long-term sustainability. Mr. Heiser fully supported this proposal and recognized the importance of ensuring our personnel have dependable, lifesaving equipment while responding to high-risk incidents.

At this time, I respectfully request that the donated funds be accepted and transferred into the Red River Valley SWAT General Supplies expense account (216-5016-411.61-40). Once the funds are available, the Red River Valley SWAT Team will follow all applicable City of Fargo purchasing policies. When the project is ready to move forward, we will complete the required Request for Quote (RFQ) process and comply with all City procurement requirements before making any purchases.

On behalf of the Red River Valley SWAT Team, I would like to express our sincere appreciation to Curt Heiser for his generosity and commitment to supporting the safety of our officers and the communities we serve.

Recommended Motion:

Approve the acceptance of the Curt Heiser donation and transfer the funds to the 2026 Operating Budget.

Expense Account

216-5016-411.61-40 (General Supplies) = **\$12,000.00**



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: 7/23/2026

DESCRIPTION OF REQUEST:

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

I respectfully request approval to accept a \$12,000 donation from the Kurt Heiser and transfer the funds into the Red River Valley SWAT General Supplies expense account. These funds will support critical SWAT equipment needs.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00	\$ 16,000	\$ 12,000	\$ 28,000
			=
		+	=
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 12,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 136,209	\$ 12,000	= \$ 148,209
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 12,000	

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 July 27, 2026



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

Department: SWAT

Net Financial Impact: \$20,000.00

Description: See attached Memo. SWAT has been awarded a donation from Wrigley Family to support SWAT's operational needs and enhance the safety and effectiveness of our personnel.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the donation of \$20,000.00 from the Wrigley Family along with the budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 07/17/2026

Re: Acceptance of Wrigley Family Donation for Red River Valley SWAT Equipment

The Wrigley Family has generously donated **\$20,000** to the City of Fargo for the benefit of the Red River Valley SWAT Team to support our ongoing efforts to serve and protect the communities we represent. The family requested that the donation be used for protective equipment or other needs that enhance the safety and effectiveness of the team.

After discussing the team's current needs with the Wrigley Family, we shared our plan to use these funds to complete the transition of our SWAT sniper team from aging and outdated weapon systems to modern, reliable platforms. The family fully supported this proposal and understood the importance of providing our personnel with dependable, lifesaving equipment that enhances both officer safety and operational effectiveness.

At this time, I respectfully request that the donated funds be accepted and transferred into the Red River Valley SWAT General Supplies expense account (216-5016-411.61-40). Once the funds are available, the Red River Valley SWAT Team will follow all applicable City of Fargo purchasing policies. When the project is ready to move forward, we will complete the required Request for Quote (RFQ) process and comply with all City procurement requirements before making any purchases.

On behalf of the Red River Valley SWAT Team, I would like to express our sincere appreciation to the Wrigley Family for their generosity and commitment to supporting the safety of our officers and the communities we serve.

Recommended Motion:

Approve the acceptance of the Wrigley Family donation and transfer the funds to the 2026 Operating Budget.

Expense Account

216-5016-411.61-40 (General Supplies) = **\$20,000.00**





1102 15TH AVENUE NW, BOX 1516
FARGO, NORTH DAKOTA 58107

Certified For
ASME B31.1
National Board - R

July 17, 2026

Lieutenant Nate Nieman
Criminal Investigations Lieutenant
Red River Valley SWAT Commander

Please accept this donation of **\$20,000.00** to the **Red River Valley SWAT Team** in support of your ongoing efforts to serve and protect our communities. Put the money towards protective gear or whatever you need for safety and effectiveness of your team.

Thank you for your dedication, professionalism, and commitment to public safety.

With gratitude for your dedication and service,

The Wrigley Family

Gloria Wrigley
Blake and Cathie Wrigley
Drew Wrigley
Keith and Tanya Wrigley-Lingle

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: 7/17/2026

DESCRIPTION OF REQUEST:

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

I respectfully request approval to accept a \$20,000 donation from the Wrigley Family and transfer the funds into the Red River Valley SWAT General Supplies expense account. These funds will support critical SWAT equipment needs.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00	\$ 28,000	\$ 20,000	\$ 48,000
		=	
	+	=	
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 20,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 148,209	\$ 20,000	\$ 168,209
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 20,000	

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 July 27, 2026



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

Department: Human Resources

Net Financial Impact: \$0 reallocation of budgeted funds

Description: See attached Memo. Human Resources would like to provide leadership training to approximately 50 leaders, managers, and supervisors at the City of Fargo. Administration has indicated various accounts that will provide budget dollars to be used.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve leadership training in the additional amount of \$7,200.00 and related budget adjustment.

TO: FAHR Committee
FROM: Michael Mitchell, Training and Development Coordinator
RE: Leadership Training – Budget Adjustment
DATE July 15, 2026

Background:

In 2018, the City of Fargo Human Resource Department initiated Leadership Development Training for all leaders, supervisors and managers. This training was coordinated through a partnership agreement with North Dakota State College of Science (NDSCS). The training was highly successful and continued through 2023. The partnership agreement with NDSCS was not renewed in 2024. As a result, there has been no leadership development training since the suspension of this partnership.

In 2026, the Human Resources training budget which supports all City of Fargo employee training was reduced from \$17,500 to \$12,500. Additionally, an unforeseen budget reduction to the training budget occurred when a portion the Vector Solutions LMS package was eliminated. The current amount in the HR training budget is approximately \$5400.

My goal for 2026 is to reinstate a leadership program by working with a new partnership with the University of Mary. We currently have 50 leaders, managers, and supervisors who have no formal leadership development training. To accomplish this, we are asking for an HR training budget adjustment of \$7200.

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: Human Resources

REQUESTED BY: Mike Mitchell PROJECT NUMBER : _____

DATE PREPARED: 7/27/2026

DESCRIPTION OF REQUEST: as per FAHR discussion - reallocate unspent Admin Funds to HR for City-wide training needs as per Memo. Net cost is \$0.

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

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0510-403.-68-10 Admin - other serv	\$ 5,000	\$ (2,200)	= \$ 2,800
101-0510-403-43.20 Admin - Misc	\$ 5,000	\$ (5,000)	= \$ -
101-0515-405-59.50 HR Training	\$ 12,500	+ \$ 7,200	= \$ 19,700
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
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 July 27, 2026



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

Department: Transit

Net Financial Impact: \$16,000.00 grant revenue

Description: See attached Memo. Transit has provided a contract from the State of North Dakota in the amount of \$16,000 that is allocated for capital assistance for previously completed bus terminal repairs. This new contract is required to reimburse the remaining \$16,000.00 from the original contract 38231161.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve contract from the State of North Dakota in the amount of \$16,000.00 to reimburse the remaining \$16,000.00 of bus terminal repairs.



MEMO TO: Chad M. Orn
Deputy Director for Planning

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Manager, Local Government Division

DATE: 7/13/2026

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo/Fargo Metro Area Transit
Contract period: December 1, 2025 – August 31, 2026

BH SH

This is a contract to provide capital funding for bus terminal repairs under the regulations of Section 5339 Grant Funds.

Federal Transit Administration Funds of \$16,000 are allocated for capital assistance for the complete bus terminal repairs. Twenty percent (20%) local match is required.

This contract is associated with 38231161, with completion date of December 30, 2025, total contract amount of \$800,000, with \$16,000 remaining. Due to miscommunication between the City of Fargo and NDDOT, the original contract was not amended prior to the completion date. A new contract is required to reimburse the remaining \$16,000.

This contract will have a new completion date of August 31, 2026.

38/ss
Attachment(s)

NORTH
Dakota | Transportation
Be Legendary.™

July 13, 2026

Fargo Metro Area Transit
650 23rd St N
Fargo, ND 58102

Section 5339 Bus & Bus Facilities Grant, Assistance Listing No. 20.526

Thank you for your 5339 grant application for capital needs. We are pleased to inform you we are able to provide funding for your transit agency. Your award amount is \$16,000 for rehab/renovation of bus terminal. Please see Attachment A.

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign (the contractor and witness must be different people).
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature *must be an authorized signatory* for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness) and
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.
6. Once you have received the finalized contract, please provide a copy to your board.

Thank you for your continuing efforts to improve transportation in North Dakota. If you have any questions or need assistance, please contact Sara Susie at (701) 328-2540 or ssusie@nd.gov.

Sincerely,

Becky Hanson
Becky Hanson
Transit Program Manager

Enclosures



608 East Boulevard Avenue | Bismarck, ND 58505-0700 | dot.nd.gov
TOLL FREE: 1-855-637-6237 | FAX: (701) 328-0310 | TTY: 711



NDDOT Contract No. 38261136

**North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT AGREEMENT**

Federal Award Information

Assistance Listing No.: 20.526

Assistance Listing Title: Bus and Bus Facilities Formula & Discretionary Program

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Hanson, Becky R.

Telephone (701) 328-2542 Email: bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871 Unique Entity ID: K2QJQZVH5PM6

Federal Award Project Description: FFY2021 5339 Statewide Formula funds for Capital

Federal Aid Identification No. (FAIN) and Award Date: ND2023-015, 9/11/2023

Period of Performance: 09/11/2023 – 9/30/2027

Subaward Period of Performance Start Date: December 1, 2025 End Date: August 31, 2026

Subaward Budget Period Start Date: December 1, 2025 End Date: August 31, 2026

Total Capital Budget: \$20,000 Federal Funds: \$16,000 Matching Funds: \$4,000

Research and Development Activities: This award does not include funds for Research and Development Activities

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, a Government Entity, hereinafter referred to as the Subrecipient, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, Section 5339 of the Infrastructure Investment and Jobs Act (IIJA), makes federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to agreement bus-related facilities including technological changes or innovation to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and



competitive grants. The 5339 (b) sub-program provides competitive grants for buses and bus facilities that support low and zero emission vehicles.

WHEREAS, the Governor of the state of North Dakota, in accordance with a request by the Federal Transit Administration (FTA), has designated NDDOT to evaluate and select projects and to coordinate the grant applications in accordance with the guidelines of the State Management Plan for Public Transportation, the FTA Circular 5100.1 Bus and Bus Facilities Formula Program Guidance and Application Instructions, Federal Certifications and Assurances, and the Master Agreement with the FTA; and

WHEREAS, NDDOT and the Subrecipient desire to secure and utilize grant funds to finance capital bus and bus related projects such as rolling stock, equipment, facility construction, and/or capital improvements which will support the continuation and expansion of public transportation in the state of North Dakota; now

THEREFORE, in consideration of the mutual interests herein set forth, NDDOT and the Subrecipient agree as follows:

Section 1. Period of Performance. For the period of December 1, 2025, through August 31, 2026, the Subrecipient shall undertake and provide the transportation services as described in the project description and budget (Attachment A) and the Subrecipient's grant application, on file with NDDOT. The term of the agreement shall begin upon execution of this agreement by both parties and terminate on August 31, 2026.

Section 2. Scope of Work.

The Subrecipient shall undertake and complete the Project in accordance with this agreement and as described in its application, which is incorporated into the agreement by this reference.

See attached Scope of Work

Section 3. Cost. NDDOT shall reimburse the Subrecipient for costs incurred while performing this service not to exceed \$16,000, providing these costs are incurred in accordance and within the rates of participation, as indicated in Attachment A, and are allowable costs as determined under 48 CFR 31.2 or 48 CFR 31.6, and 2 CFR Part 200, as applicable. Requests for reimbursements can be submitted to NDDOT at the end of the quarter being reported. NDDOT reserves the right to request supporting documentation for any and all submittals. NDDOT will reimburse those eligible costs based on the program guidelines for the item categories and its appropriate reimbursement ratio (Attachment A).

Eligible costs item categories may include:

Rehab/Renovate – Bus Terminal

Section 4. Indirect Cost Rate Provision. Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient, or
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the



subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 5. Risk Assessments. The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing an agreement. The subrecipient shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The subrecipient shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 6. Risk Based Monitoring. The NDDOT has conducted a risk assessment, as required by CFR 200.332, and has determined that the following risk based monitoring requirements for this award:

- Review single audit findings and verify that corrective action plan was completed if one was required.
- Review of financial and performance reports.
- Review a sample of supporting documents. Submit receipts and ridership reports for one (1) random quarter.

Additional Requirements Imposed:

Submit receipts and ridership reports for one (1) random quarter

Compliance Review scheduled every three (3) years

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 7. Property. All purchases, property management, and property disposition shall be made in accordance with State and Federal requirements, copies of which will be provided by NDDOT on request. Such property shall be used for the duration of its useful life. If any project property is not used in this manner or is withdrawn from service before the end of its useful life, the Subrecipient shall immediately notify NDDOT of that condition. The NDDOT may choose to transfer any assets in good working condition to other eligible Subrecipients or approve the asset to be sold. If the NDDOT has approved the property to be sold, the Subrecipient may retain \$5,000 plus the percentage of its local share. Any remaining federal share must be returned to FTA.

Section 8. Purchase of Project Assets. The purchase of all project asset financed, in whole or in part, pursuant to this agreement shall be undertaken by the Subrecipient in accordance with NDDOT's procurement procedures and Federal regulations.

Section 9. Use of Project Assets. The Subrecipient agrees that the project asset shall be used for providing transportation service in accordance with the project description in the grant application. Such asset shall be used for the duration of its useful life. If any project asset is not used in this manner or is withdrawn from service before the end of its useful life, the Subrecipient shall immediately notify NDDOT of that condition.

Section 10. Amendments & Agreement Changes. All modifications or changes in this agreement shall be in writing and agreed upon by both parties.

Section 11. Subcontracting. The Subrecipient shall not assign any portion of the work under this agreement, execute any agreement, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subrecipient does not create a contractual relationship between the NDDOT and the subrecipient.



Section 12. Assignments. Unless authorized in writing by NDDOT, the Subrecipient shall not assign any portion of the work or asset and vehicles under this agreement; execute any agreement, amendment, or change order thereto; or obligate in any manner with a third party with respect to rights and responsibilities under this agreement.

Section 13. Records and Reports.

- a. The Subrecipient shall submit project operational data and information as requested by NDDOT.
- b. The Subrecipient shall also submit financial statements, data, records, agreements, and other documents related to the project as requested by NDDOT.
- c. All charges to the project account shall be supported by executed invoices, agreements, or vouchers showing the nature of the charges. All checks, invoices, agreements, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified; readily accessible; and, to the extent feasible, kept separate and apart from all other such documents.
- d. The Subrecipient shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

Section 14. Audit and Inspection. The Subrecipient shall permit NDDOT, the comptroller general of the United States, and the secretary of the US Department of Transportation or their authorized representatives to inspect all vehicles, facilities, and assets used by the Subrecipient as part of the project and all relevant project data and records. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend Less Than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification form
- All entities must provide a schedule of expenditures.

Section 15. Termination. NDDOT reserves the right, with or without cause, to terminate this agreement by written notice. In the event of termination without cause, NDDOT will reimburse the Subrecipient for costs incurred prior to the termination date without further liability.

Section 16. Action Upon Termination. The Subrecipient agrees to dispose of the project assets in accordance with NDDOT's program policy, copies of which will be made available by NDDOT upon request.

Section 17. Closeout. The Federal awarding agency or pass-through entity and subrecipient will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The subrecipient shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.



The NDDOT may, if necessary, offer extensions of this deadline as long as the request is in writing prior to the agreement period of performance end date.

Other Closeout requirements are attached.

Section 18. Prohibited Interest. No member, officer, or employee of the Subrecipient during his tenure or for one year thereafter shall have any personal interest, direct or indirect, in this agreement or the proceeds thereof.

Section 19. Other Federal Provisions. The Subrecipient acknowledges the following provisions and agrees to cooperate with NDDOT in abiding by them: See Attachment B and complete required forms.

Section 20. Safety Jurisdiction. FTA's authority in the area of transit safety is set forth in section 22 of the Federal Transit Act Amendments of 1991. Under this section, FTA may withhold further financial assistance from any private nonprofit or for-profit agency recipient who fails to correct any condition which FTA believes "creates a serious hazard of death or injury."

Section 21. Statement of Financial Assistance. This agreement is subject to a financial assistance agreement between the state of North Dakota and the USDOT.

Section 22. Applicable Law. Indemnity. Subrecipient shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement and conduct its activities so as not to endanger any person or property.

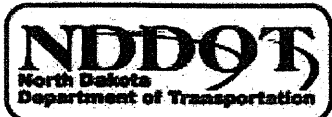
Section 23. Federal Changes. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (from FTA MA (34) dated November 26, 2025) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

Section 24. Disputes. FTA Cir. 4220.1. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NDDOT Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Subrecipient mails or otherwise furnishes a written appeal to the Director. In connection with any such appeal, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director shall be binding upon the Subrecipient, and the Subrecipient shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NDDOT, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved.

Section 25. Merger and Waiver. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 26. Conflicts of Interest. No official or employee of a state or any other governmental instrumentality who is authorized in their official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any agreement or subagreement in connection



with a project shall have, directly or indirectly, any financial or other personal interest in any such agreement or subagreement. No engineer, attorney, appraiser, inspector or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention by a state or other governmental instrumentality, in an agreement or subagreement in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 27. No Obligation by the Federal Government. The purchaser and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the federal government, the federal government is not a party to this agreement and shall not be subject to any obligations or liabilities to the purchaser, Subrecipient, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The Subrecipient agrees to include the above clause in each subagreement financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subrecipient who will be subject to its provisions.

Section 28. Insurance. The Subrecipient shall maintain insurance coverage on the project asset in an amount adequate to protect the fair market value of the asset throughout the duration of this agreement.

Section 29. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any NDDOT requests which would cause NDDOT to be in violation of the FTA terms and conditions.

Section 30. Subagreement Provisions. The Subrecipient shall include in all subagreements entered into, pursuant to this agreement, all of the above-required sections. In addition, the following statement of financial assistance shall be included in any advertisement or invitation to bid for any procurement under this agreement:

“This agreement is subject to a financial assistance agreement between the state of North Dakota and the USDOT.”



Section 31. Risk Management. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

07/15/26

DATE

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 3-26



Project 38261136

CERTIFICATION OF LOCAL MATCH

It is hereby certified that _____ will provide non-federal funds, unless expressly allowed by federal regulation to use federal funds as match. The source of the non-federal funds is identified below, as match for the amount the Transit Provider is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided for Transit Provider. Please designate the source(s) of funds that will be used to match the federal funds obligated for this grant through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

WITNESS:

APPROVED:

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Director or President of Transit Board

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 3-26



Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$500,000 per person and \$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 per occurrence**.*
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

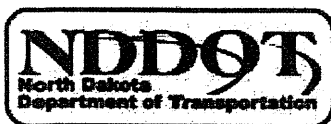
The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.



Attachment A

Project Name City of Fargo
SFY 2026/2027 (December 1, 2025 - August 31, 2026)

	Local Match Percentage	Funding Source	TOTAL Federal Share ND2023-015	Local Share	Total
Funding Category					
113401 Rehab/Renovate - Bus Terminal - Deck Repairs	20	5339	\$16,000	\$4,000	\$20,000
TOTALS			\$16,000	\$4,000	\$20,000

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Assistance Listing Title	Assistance Listing No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	20.526	5339	Bus and Bus Facilities Formula
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing mass transportation.			

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Emergency Management

Net Financial Impact: \$9,600.00

Description: See attached memo. *Request was received after FAHR from the State of North Dakota. City of Fargo has 10 days to complete the acceptance of this grant award.*

Emergency Management requests acceptance of North Dakota Department of Emergency Services - Division of Homeland Security grant number 102.

The award is for \$9,600 through the State Homeland Security Program (SHSP) and will fund equipment to support Fargo Police Department special event operations, such as the Fargo Marathon, Street Fair, and community parades.

Correspondence was had between subsequent FAHR members and approved.

Suggested Motion:

Approve the award in the amount of \$9,600.00 for State Homeland Security Program, contract number 102, and related budget adjustment.

July 28, 2026

Fargo
Josh Boschee, Mayor
225 4th St N
Fargo, ND 58102-4817

Dear Mayor Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security, your grant application submitted for the FY 2023 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$9,600.00.

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: Fill out the Foreign National Vetting Certification form
- Step 5: Upload the signed Notice of Grant Award and initialed Special Conditions page.
- Step 6: 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 \$10,000 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.

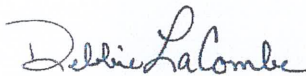
Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2023 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

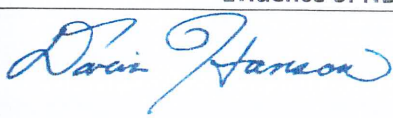


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MANAGEMENT

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: 2023 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDDES: \$4,847,500	
Federal Award Identification Number: EMW-2023-SS-00001		Federal Award Date: September 11, 2023	
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 Fargo 225 4th St N Fargo, ND 58102-4817		Subrecipient Authorized Contact Name: Brady Scribner Telephone: 701-515-8432 Email: BScribner@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 102	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: July 28, 2026	End Date: May 31, 2027	
Total Federal Funds Obligated: \$9,600.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$9,600.00	
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 https://grants/des/nd.gov/site/HSGP.cfm. 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 7/28/2026
Name and Title of Authorized Representative Josh Boschee Mayor		Name and Title of Authorized Representative Darin Hanson Director, HSEM	

SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

A. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. They FY 2023 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

A. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

C. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal 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 funds.

D. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

E. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-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.

_____ Initial

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

701.328.8100 • nddes@nd.gov • Fraine Barracks Ln, Bldg 35 • Bismarck, ND 58506

Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. 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. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

G. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

H. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

I. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

J. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

K. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 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 and 44 C.F.R. Part 19.

15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

State, Tribal, local, and territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. State, Tribal, local, and territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 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.

17. False Claims Act and Program Fraud Civil Remedies

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

18. Federal Debt Status

All sub-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.)

19. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

20. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal 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. section 2225a.

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

Sub-recipients, 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. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, 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.

22. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps 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-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

23. Lobbying Prohibitions

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Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance 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.

24. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-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.

25. Nondiscrimination in Matters Pertaining to 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 participation of faith-based organizations in individual DHS programs.

26. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

27. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

28. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

29. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) 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.

30. Rehabilitation Act of 1973

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Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 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.

31. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

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 this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

33. SAFECOM

Sub-recipients receiving federal financial assistance 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.

34. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

35. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

36. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. USA PATRIOT Act of 2001

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Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

38. Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

39. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

40. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review 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 sub-recipient 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; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The 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.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

41. Applicability of DHS Standard Terms and Conditions to Tribes

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

42. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

43. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make

proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

44. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDDES. NDDDES may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

45. NDDDES 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 NDDDES 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 NDDDES Grants website at <https://grants.des.nd.gov>.

46. 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 NDDDES Grants Management System at <https://grants.des.nd.gov>.

47. 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. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES to expend the de-obligated funds on program costs.

48. Award Acceptance

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

Initial

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: Emergency Mgmt - Police

REQUESTED BY: Brady Scribner

PROJECT NUMBER : _____

DATE PREPARED: 7/27/2026

DESCRIPTION OF REQUEST:

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

As per summary, PD & Emergency Mgmt request a budget adjustment to recognize a State grant and related equipment expense for Special Event items.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331.12-33 EMS Grant Rev	\$ 400,000	\$ 9,600	\$ 409,600
		=	
	+	=	
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 9,600	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5051-411.61-40 PD Supplies	\$ 176,300	\$ 9,600	\$ 185,900
		=	\$ -
		=	\$ -
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 9,600	

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# _____