GRANT AGREEMENT
For Sub-award
Between the City of Minot and Souris River Joint Board

Sub-recipient: Souris River Joint Board

Sub-awardee: Souris River Joint Board

Grantee: City of Minot

Sub-recipient’s and Sub-awardee’s DUNS #: 117439644

Federal Award Identification Number (FAIN): HQ00052110068

Federal Award Date: 09/21/21

Sub-award Period of Performance: 09/01/2021 – 09/30/2025

Scope of Work: Design and construction of the Mouse River Enhanced Flood Protection Project – Phase MI-5D. Design features for the DCIP project generally include the following:
  - Approximately 2,400 feet of new floodwall
  - One removable stoplog closure through the floodwall
  - Approximately 2,100 feet of municipal roadway reconstruction

There are four distinct Scope of Work components:

Final Plans & Specifications
  - The Sub-recipient will provide the Grantee with the approved issued for Bid plans and specifications for the project, inclusive of 100% complete bid documents.

Permits
  - The Sub-recipient will provide the Grantee with copies of approved permits necessary for accomplishment of the grant scope.

Certificate of Substantial Completion
  - The Sub-recipient will provide the Grantee with a copy of the Certificate of Substantial Completions and associated punch list issued to the contractor.

As-Built Plans & Specifications
  - The Sub-recipient will provide to the Grantee the as-built specifications for the project

Amount of Federal Funds Obligated BY THIS ACTION by the Pass-Through Entity to Sub-recipient: $9,840,892

Total Amount of Federal Funds Obligated to Sub-recipient by Pass-Through Entity Including this Current Obligation: $9,840,892
Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity: $9,840,892

Federal Award Project Description: Mouse River Enhanced Flood Protection Project – Phase MI-5D

Federal Awarding Agency: U.S. Department of Defense
   Office of Local Defense Community Cooperation
   (Formerly Office of Economic Adjustment)

Federal Contact Name and Information:

Grants Management Specialist: Walda Jacobs
Walda.j.jacobs.civ@mail.mil
(703) 697-2089

Project Manager: Margit Myers
margit.a.myers.civ@mail.mil
(703) 697-2119

Federal Awarding Agency Pass-Through Entity: City of Minot

Pass-Through Entity Contact Official and Contact Information:

City of Minot Finance Department
c/o Jenna Zelinski, Comptroller
515 2nd Ave SW
jenna.zelinski@minotnd.org

Sub-recipient Contact Official:

Souris River Joint Board
PO Box 1516
Minot, ND 58702

CFDA Number & Name: 12.600 Community Investment

Award for Research and Development: No

Direct Cost Rate: The City of Minot will use a direct cost method to recover costs associated with administration of the grant. The cost will be based on the average hourly wage plus benefits for the employee(s) working on the grant. City of Minot employees will use the existing method
now in effect for tracking HUD CDBG-NDR grant time to track their time and allocate it toward the various projects that they are working on.

**Payment Schedule:** The Final Grant Application is attached and incorporated into this Agreement by reference as Attachment A. The Sub-recipient shall comply with the Project Development Schedule in item #9 of the Office of Local Defense Community Cooperation Notice of Award (Attachment B). The Sub-recipient shall submit requests for payment which shall be supported by the appropriate documents including but not necessarily limited to contracts, contractor pay applications, invoices, and proof of payment. All supporting documents shall be properly reviewed and approved by the Sub-recipient to ensure that the work has been completed and payment is proper. Requests for payments will be reviewed by the City of Minot to ensure that they are made in accordance with Budget Information detailed on pages 10-11 of Attachment A and any other applicable term or condition. All payments will be made by the City of Minot, to the Sub-recipient, on a reimbursement basis only.

**Terms and Conditions:** The Office of Local Defense Community Cooperation Notice of Award is attached and incorporated by reference into this Agreement as Attachment B. Section 20 of Attachment B provides the applicable Terms and Conditions and, in addition, the applicable Special Conditions (1-9). Sub-recipient shall fully comply with the obligations and requirements of the grant in a manner satisfactory to the City of Minot and consistent with the terms and conditions of this Agreement and applicable local, state, and federal statutes and regulations.

**Additional Terms and Conditions:**
Sub-recipient shall fully comply with the applicable terms and conditions provided in Section 20 of Attachment B and, in addition, the Sub-recipient shall fully comply with the following terms and conditions:

1. The Sub-recipient shall abide by any conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Agreement to the extent those restrictions are pertinent. This obligation includes any recent legislation noted on the Federal Awarding Agency’s website.

2. The Sub-recipient is an independent entity under this Agreement and is not a City of Minot employee for any purpose. Sub-recipient retains sole and absolute discretion in the manner and means of carrying out Sub-recipient’s activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

3. The Sub-recipient shall fully comply with records requirements per City of Minot’s Record Retention Schedule or the applicable federal record retention policy relating to this grant, whichever is stricter. The retention period for federal grant activities shall be the longer of 5 years after the expiration or termination of the Sub-recipient agreement under 24 CFR § 570.503, or 5 years after the submission of the annual performance and evaluation report, in which the specific activity is reported on for the final time. The records retention requirements and any applicable exceptions are referenced in 2 CFR § 200.334.
4. The Sub-recipient shall have internal accounting and other control systems to provide reasonable assurance it is managing Federal financial assistance programs in compliance with applicable laws and regulations, including 2 CFR Part 200 Subpart F Audit Requirements.

If the Sub-recipient generates program income during the period of performance, the program income will be deducted from the next payment request submitted with all documentation necessary for the City of Minot to record and report as program income. If at closeout the Sub-recipient has remaining program income, it will be remitted immediately to the City of Minot for further required processing. The Sub-recipient will comply with the City of Minot’s Program Income Policy (which is attached and incorporated into this Agreement by reference as Attachment C).

5. The Sub-recipient shall permit the City of Minot and City of Minot auditors (employees or consultants) to have access to the Sub-recipient’s records and financial statements as necessary for the City of Minot to meet the requirements of any applicable laws, regulations, or requirements including the requirements found in 2 CFR §200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and 2 CFR §§ 200.500 – 200.521 (Subpart F—Audit Requirements).

6. Sub-recipient shall comply with the applicable procurement policies and requirements local, state, or federal law, whichever is strictest.

7. Prior to submitting any request for payment, the Sub-recipient shall provide proof of control by the City of Minot or Souris River Joint Board of all land needed for the Mouse River Enhanced Flood Protection Project – Phase MI-5D, including land which is located outside of the City of Minot’s corporate limits. The Sub-recipient shall establish proof by presenting a lease, deed, easement, or similar legal document accepted in the State of North Dakota. The legal instrument presented must demonstrate that Sub-recipient’s control and/or use of the land will allow Sub-recipient to be in full compliance with all requirements of Federal Awarding Agency making this award.

8. Sub-recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Sub-recipient. Any contractor or subcontractor which is not part of the Sub-recipient shall comply with all the lawful requirements of the Agreement necessary to ensure that the project for which assistance is being provided under this Agreement is carried out in accordance with this Agreement.

9. If, due to any cause, the Sub-recipient fails to comply with the terms, conditions, or requirements of this Agreement, the City of Minot may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least 30 days prior to such action. In the case of Agreement violations by Sub-recipient, the City of Minot may request that all or some of the grant
funds be returned even if the Sub-recipient has expended the funds. The request will be made in writing. The Sub-recipient agrees to return such funds as requested by the City of Minot within 30 days of receipt of the written request.

10. The Sub-recipient shall hold harmless, defend, and indemnify the City of Minot from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient’s performance or non-performance of the services or subject matter called for in this Agreement. The Sub-recipient shall maintain liability insurance in the amount of $2 million dollars listing the grantee as an additional insured. The Sub-recipient shall also require liability insurance and builders risk insurance as a component of the awarded bids.

11. By signing this Agreement, which includes the attachments hereto which are incorporated by reference, Sub-recipient certifies that it will perform the scope of work in accordance with the terms and conditions of this Agreement and the applicable terms of the Federal award. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

Terms and Conditions Specifically Concerning Closeout of the Sub-award:

The subrecipient shall be responsible for close-out of the grant per the closeout guidelines contained in 2 CFR §§ 200.344 - 200.346 2 CFR § 2900.15 or any other applicable statute.

The City of Minot will close-out the Federal award when it determines all applicable administrative actions and all required work of the Federal award have been completed by the Sub-recipient. The following are the required actions to complete this process at the end of the period of performance:

1. The Sub-recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The City of Minot may approve extensions when requested by the Sub-recipient.

2. Unless the City of Minot authorizes an extension, the Sub-recipient must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

3. The City of Minot must make prompt payments to the Sub-recipient for allowable reimbursable costs under the Federal award being closed out subject to availability of funds specifically appropriated for this award.

4. The Sub-recipient must promptly refund any balances of unobligated cash the City of Minot paid in advance or paid and not authorized to be retained by the Sub-recipient for use in other projects. See OMB Circular A-129 and see 2 CFR § 200.346 (Collection of amounts due), for requirements regarding unreturned amounts that become delinquent debts.
5. Consistent with the terms and conditions of the Federal award, the City of Minot entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

6. The Sub-recipient must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR § 200.310 (Insurance coverage) through 2 CFR § 200.316 (Property trust relationship) and 2 CFR § 200.329 (Reporting on real property).

7. The City of Minot should complete all closeout actions for the Federal awards no later than one year after receipt and acceptance of all required final reports.

Attachments:

Attachment A – Final Grant Application
Attachment B – Office of local Defense Community Cooperation Notice of Award
Attachment C – City of Minot Program Income Policy

______________________________ Date __________________________
Mayor, City of Minot

______________________________ Date __________________________
(Sub-recipient Representative)