



Public Works Service Operations

DATE: February 27, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Targeted Assistance Grant Application

REQUEST:

Permission for the Forestry Division to apply for the Targeted Assistance Grant (TAG) from the North Dakota Department of Agriculture to aid in noxious weed control in the City of Bismarck.

BACKGROUND INFORMATION:

The Weeds Division has applied for this grant from the North Dakota Department of Agriculture many times over the years. TAG is a cost-share program that shall be used to assist with local noxious weed control. Funds may be used for the purchase of chemical, materials, machinery, equipment, computer hardware or software, or training that will assist in the weed control or education and outreach efforts. This grant is a 75:25 match with maximum grant amount of \$2,500 and a match of \$833.33.

RECOMMENDED CITY COMMISSION ACTION:

Approve the request to apply for the Targeted Assistance Grant from the North Dakota Department of Agriculture to aid in the management of noxious weed control in the City of Bismarck.

STAFF CONTACT INFORMATION:

Douglas Wiles, City Forester, 701-355-1722, dwiles@bismarcknd.gov

Steven Salwei, Director Public Works Services, 701-355-1705, ssalwei@bismarcknd.gov

ATTACHMENTS:

1. 2024 TAG



NOTICE OF GRANT AWARD-STATE SOURCE
 NORTH DAKOTA DEPARTMENT OF AGRICULTURE
 SFN 60385 (6-2023)

North Dakota Department of Agriculture
 600 E Boulevard Ave, Dept 602
 Bismarck ND 58505-0020

Grant Number 23-254	CFDA Number N/A	Grant Period From: 07/01/2023 Through: 12/31/2024
------------------------	--------------------	--

This grant is not effective and expenditures related to this grant should not be incurred until fully executed by both parties.

Title of Project/Program Targeted Assistance Grant (TAG)			NDDOA Fund Number 9100.376	NDDOA Grant Code DA00927		
Grantee Name Bismarck City Weed Board			Grantor Name North Dakota Department of Agriculture			
Address 601 S 26th Street			Address 600 E. Boulevard Ave., Dept. 602			
City Bismarck	State ND	ZIP Code 58504	City Bismarck	State ND	ZIP Code 58505-0020	
Grantee Contact Name John Arlien		Telephone Number (701) 220-0365	Grantor Contact Name Richard Weisz		Telephone Number (701) 328-2250	
Financial Information Amount of Financial Assistance		Grant Amount \$2,500.00	Grantee Share Required \$833.33		Total Project Cost \$3,333.33	

Scope of Service
 TAG is a cost-share program that shall be used to assist with local noxious weed control. Grantee agrees funds must be used for weed control or the purchase of materials, machinery, equipment, computer hardware or software, or training that will assist in the weed control or education and outreach efforts. Grantee agrees to reimbursement of expenses either on a quarterly, semiannual, or annual basis, provided all financial documentation found within the reporting requirements has been received. Reimbursement requests must be made in writing using SFN 58676 TAG Voucher for Payment. Reimbursement of expenses is 75% of actual expenditures, up to the total grant amount.

Reporting Requirements
 Reimbursement requests must include all financial documentation. Quarterly reimbursement requests are due the 15th of the month following each quarter; ex. October 15, 2023 (for the period of July 1 - September 30, 2023). Semiannual reimbursement requests are due the month following every six month period; ex January 15, 2024 (for the period July 1 - December 31, 2023). Annual reimbursement requests are due during the same state fiscal year they were expended; ex FY24 (July 1, 2023 - June 30, 2024) due July 11, 2024. FY25 (July 1, 2024 - December 31, 2024) due January 15, 2025.

Special Conditions
 Abide by the additional requirements as specified in the Grantor's Notice of Grant Award Requirements.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following:
 (1.) Requirements for Notice of Grant Awards issued by ND Department of Agriculture as signed by Grantee for the period July 1, 2023 to June 30, 2025. [Accounting Use Only Requirements Received] (2.) Applicable Federal and State regulations.

Evidence of Grantee's Acceptance		Evidence of Departmental Acceptance	
Signature	Date	Signature	Date
Typed Name of Authorized Representative		Typed Name of Authorized Representative Jeannie Jacobs-Kopp	
Title		Title Grants and Contracts Officer	

**GRANTEE CERTIFICATIONS FOR REQUIREMENTS
FOR NOTICE OF GRANT AWARDS
FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements for Notice of Grant Awards applicable to funding received through all grants issued by the ND Department of Agriculture and will ensure all program managers are aware of and will comply with the requirements.

I certify that the person(s) responsible for authorizing, expending, or accounting for grant funds will be provided access to the grant requirements as specified in Section 27 State Audit Requirements of the Requirements for Notice of Grant Awards.

If my organization/agency has grant(s) in place that extends past June 30, 2025, I agree that this Certification Requirements will become a part of the grant(s).

Signature: _____

Name of Authorized Representative: _____

Date: _____

Ideas for Using TAG Funds

- Noxious weed mapping equipment
- Spray equipment - new or repairs/parts
- Personal protective equipment
- Pesticide spill kits
- Biological control and related equipment
- Safety, calibration, or other pre-approved training for noxious weed staff (no food purchases)
- Computer hardware or software for county weed board duties
- Educational/Outreach material or newsletters
- Lab testing fees (ex. Palmer amaranth, herbicide resistance)

If unsure if something qualifies for targeted access grant assistance, please consult North Dakota Department of Agriculture in advance of the purchase.



**REQUIREMENTS FOR NOTICE OF GRANT AWARDS
BETWEEN STATE OF NORTH DAKOTA ACTING THROUGH ITS
NORTH DAKOTA DEPARTMENT OF AGRICULTURE (Department) AND
GRANTEE
FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025**

1. EVALUATION

The Department of Agriculture (Department) shall, throughout the effective dates on the Notice of Grant Award, conduct an ongoing evaluation of the Grantee performance in carrying out the Scope of Service as stated in the Notice of Grant Award (Grant Award). Compliance with Requirements for Grant Award will also be monitored. Such evaluation may include, but not be limited to, periodic site visits by the Department representatives to review progress made by the Grantee in accomplishing stated goals/objectives.

2. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

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

3. RENEWAL

This Grant Award will not automatically renew.

4. PREPAYMENT

Department will not make any advance payments before performance or delivery by Grantee under this Grant Award. Department shall make payment under this Grant Award within forty-five (45) calendar days after receipt of invoice.

5. PAYMENT OF TAXES BY DEPARTMENT

Department is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001, Department will furnish certificates of exemption upon request by the Grantee.

6. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Grant Award constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within the Grant Award. The Grant Award may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

7. INDEPENDENT GRANTEE

It is agreed by the parties hereto that the Grantee in performing the duties under the Grant Award is functioning as an independent Contractor and the grantor/grantee arrangements between the parties hereto in no way shall be construed as giving rise to an employer/employee relationship or any other relationship that is beyond a grantor/grantee relationship.

Grantee is an independent entity under this Grant Award and is not a Department employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities

under this Grant Award, except to the extent specified in this Grant Award.

8. ASSIGNMENT AND SUBCONTRACTS

Grantee may not assign or otherwise transfer or delegate any right or duty without Department's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant Award, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom Department is prohibited from conducting business, Department shall have the right to terminate in accordance with the Termination for Cause section of this Grant Award.

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

10. TERMINATION OF GRANT AWARD

a. Termination by Mutual Agreement. This Grant Award may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest. Department is entering into this Grant Award for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies, and Courts. If this Grant Award ceases to further the public policy of the State of North Dakota, Department, in its sole discretion, by written notice to Grantee, may terminate this Grant Award in whole or in part.

c. Termination for Lack of Funding or Authority. Department, by written notice to Grantee, may terminate the whole or any part of this Grant Award under any of the following conditions:

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

Termination of this Grant Award under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. Department may terminate this Grant Award effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- (1) If Grantee fails to provide services or goods required by this Grant Award within the time specified or any extension agreed to by Department; or
- (2) If Grantee fails to perform any of the other provisions of this Grant Award, or so fails to pursue the work as to endanger performance of this Grant Award in accordance

with its terms.

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

11. SPECIAL CONDITIONS

Grantee shall meet all applicable special conditions as specified in the Grant Award. Grantee understands that failure to meet the applicable special conditions of this Grant Award may result in the Department revocation of the Grant Award and Grantee repayment to Department of previously dispensed Grant funds.

12. FORCE MAJEURE

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

13. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment or materials created or purchased under this Grant Award belong to Grantee.

14. NOTICE

All notices or other communications required under this Grant Award must be given by registered, certified, or electronic mail and are complete on the date mailed when addressed to the parties contained on the Grant Award.

Notice provided under this provision does not meet the notice requirements for monetary claims against the Department found at N.D.C.C. § 32-12.2-04.

15. CONFIDENTIALITY

Grantee shall not use or disclose any information it receives from Department under this Grant Award that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant Award or as authorized in advance by Department. Department shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. CH. 44-04. The duty of Department and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant Award.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

Under the North Dakota public records law and subject to the Confidentiality clause (section 15) of this Grant Award, certain records may be open to the public upon request.

Public records may include: (a) records Department receives from Grantee under this Grant Award, (b) records obtained by either Party under this Grant Award, and (c) records generated by either Party under this Grant Award.

Grantee agrees to contact Department promptly upon receiving a request for information under the public records law and to comply with Department's instructions on how to respond to the request.

17. SPOILIATION – PRESERVATION OF EVIDENCE

Grantee shall promptly notify Department of all potential claims that arise or result from this Grant Award. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

18. SEVERABILITY

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

19. APPLICABLE LAW AND VENUE

This Grant Award is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Grant Award must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

20. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Department does not agree to any form of binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

21. ATTORNEY FEES

In the event a lawsuit is instituted by Department to obtain performance due under this Grant Award, and Department is the prevailing party, Grantee shall, except when prohibited by N.D.C.C. § 28-26-04, pay Department's reasonable attorney fees and costs in connection with the lawsuit.

22. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Grantee agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Grantee agrees to timely file all required reports, make required payroll deductions, and timely pays all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Grantee shall have and keep current all licenses and permits required by law during the term of this Grant Award all licenses and permits required by law.

Grantee's failure to comply with this section may be deemed, in the discretion of Department, a material breach by Grantee entitling Department to terminate in accordance with the Termination for Cause section of this Grant Award.

23. APPLICABLE COSTS

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

24. CASH MANAGEMENT/ALLOWABLE COSTS/APPLICABLE REGULATIONS

Grantee shall maintain accounting and project records that are sufficient to prepare required reports, track funds to level of expenditure, provide internal control by progress, provide budget control, and assure allowable costs.

25. DEBARMENT/SUSPENSION

Grantee is advised that the signature on the Grant Award form certifies that the Grantee or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency. Grantee agrees to comply with 2 CFR Part 200.213 – Suspension and Debarment and 2 CFR Part 417 – Nonprocurement Debarment and Suspension; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. These regulations restrict 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.

26. RETENTION OF RECORDS

Grantee hereby agrees to comply to maintain financial records, supporting documents, statistical records, and other pertinent records for a period of at least three (3) years after submission and acceptance of final report officially closing out the Grant Award. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three (3) year period, records must be retained until completion of the action and resolution of issues or the end of the three year period, whichever is later. Retention is required for purposes of State examination or audit and is subject to examination

27. STATE AUDIT REQUIREMENTS

Pursuant to NDCC CH 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant Award are subject to examination by the Department, North Dakota State Auditor, or the Auditor's designee, or Federal auditors, if required. Grantee shall maintain all these records for at least three (3) years following completion of this Grant Award and be able to provide them at any reasonable time. Department, North Dakota State Auditor, or the Auditor's designee shall provide reasonable notice to Grantee prior to conducting examination.

28. EFFECTIVENESS OF GRANT AWARD

This Grant Award is not effective until fully executed by both parties.