

APPENDIX D

INTERAGENCY AGREEMENT – SDDA/SDSU, COORDINATION OF PESTICIDE CERTIFICATION/RECERTIFICATION



DEPARTMENT OF AGRICULTURE

DIVISION OF REGULATORY SERVICES
Anderson Building, 445 East Capitol
Pierre, South Dakota 57501-3188
Phone (605) 773-3724
FAX (605) 773-3481

R E C E I V E D
AUG 26 1992
South Dakota Cooperative
Extension Service

STATE OF SOUTH DAKOTA CONSULTANT CONTRACT/LETTER OF AGREEMENT FOR CONSULTANT SERVICES BETWEEN

SDSU - Extension Service
Referred to as Consultant

SD Dept. of Agriculture
Referred to as State

The State hereby enters into an Agreement for Consultant Services with the Consultant.

A. THE CONSULTANT

1. The Consultant services on this agreement shall commence on October 1, 1992 and end on September 30, 1994.
2. The Consultant agrees with the Interagency Agreement for the coordination of pesticide certification and recertification.
3. The consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any all actions, suits, damages, liabilities or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

B. The STATE

1. Contingent on availability of appropriated funds and contingent upon receiving appropriate billing from SDSU (Extension Service), the State will make payment for services in the following manner:

\$ 15,700 March 30, 1993
\$ 15,700 September 30, 1993
\$ 16,500 March 30, 1994
\$ 16,500 September 30, 1994

2. The State will NOT pay any other expenses as a separate item.
3. TOTAL CONTRACT AMOUNT: \$ 64,400.
4. The State agrees to:
 - (1) Assist in obtaining training materials from other sources if necessary.

- C. The Contractor agrees to:
1. Perform those activities as indicated in the "Interagency Agreement for the Coordination of Pesticide Certification and Recertification".
 2. Required Reports:
 - a. The Contractor is obligated to provide such reports as may be required by the Dept. of Agriculture.
 - b. Submit to the Department of Agriculture an itemized expenditure report requesting payment of services.
 3. Access to records, document papers, clauses. All costs for which payment is claimed shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other documentation evidencing in proper detail the nature and propriety of the changes. The financial records shall be in accordance with the State's accounting procedures. The Contractor agrees to permit the state to examine and audit as necessary all records that may be required. The Contractor further agrees that the State or its authorized representative(s) may carry out monitoring and evaluation activities.
 4. The Contractor agrees that the services to be performed shall not be assigned, sublet, or transferred to any other corporation or organization without approval of the South Dakota Department of Agriculture.
 5. The Contractor declares no discrimination on basis of race, color, religion, creed, national origin, sex or age.
 6. The Contractor will cooperate fully with the State in an audit of fiscal transactions related to expenditures made under the terms of this contract. This audit will be done in accordance with the provisions of generally accepted auditing standards, and the disposition of any problem(s) relating to questioned costs or fiscal irregularities on the part of the Contractor will be the responsibility of the Contractor.

D. OTHER PROVISIONS

1. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
2. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.
3. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and

expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

- E. This contract does not allow for, nor is subject to indirect or administrative cost rates.

INTERAGENCY AGREEMENT FOR THE

COORDINATION OF PESTICIDE CERTIFICATION AND RECERTIFICATION

The South Dakota Department of Agriculture (Department), the South Dakota State University Cooperative Extension Service (Extension), and the United States Environmental Protection Agency (EPA) desire to cooperate in the implementation of Section 4 and Section 23 of the amended FIFRA (Public Law 92-516) and the South Dakota Compiled Law, Chapter 38-21, with regard to certification and training of commercial and private applicators.

I. DEPARTMENT agrees to:

- A. Coordinate maintenance and administration of state plan for the certification of pesticide applicators as stated in Section 4 of the amended FIFRA and SDCL 38-21.
- B. Maintain regulations under SDCL 38-21 to provide the state with the necessary authority to comply with the amended FIFRA.
- C. Maintain the mechanism for and issue pesticide certification certificates, licenses, and collect license fees.
- D. Review commercial and private applicator certification examinations.
- E. Administer the grading of pesticide certification examinations.
- F. Notify Pesticide Coordinator (within 24 hours) and cooperate with Extension in case of significant pesticide incidents or spills.
- G. Participate in private and commercial applicator recertification meetings as budget constraints allow.
- H. Monitor certification training to assure meeting requirements of Section 4 and Section 23 of the amended FIFRA (Public Law 92-516) and the South Dakota Compiled Law Chapter 38-21.

- I. Deny, suspend or revoke certificates for cause.
 - J. Appraise the regional EPA office and Extension on issues and problems concerning the certification program.
 - K. Administer reciprocal agreements with other state lead agencies.
- II. South Dakota State University Cooperative Extension Service will have the coordination and educational responsibility in certification and recertification of pesticide applicators (commercial and private). South Dakota State University Extension Service consists of and agrees to perform the following:
- A: Extension Pesticide Coordinator will administer a statewide education and training program related to pesticide applicators including, but not limited to: understanding pests; labeling; safety requirements; environmental factors; consequences of pesticide misuse; hazards associated with residues; equipment use; application techniques; ground water protection and endangered species protection.
 - B. Extension Pesticide Applicator Certification Trainer will administer the development and coordination of this training program including the following areas:
 - 1. Develop, with the Department of Agriculture and EPA, an Annual State Training Plan for pesticide applicator certification and recertification each year. Plan would include: materials developments, certification emphasis, special projects, recertification program/format/time-frame/dates/topics and planning meeting schedules. Planning to begin prior to the end of April of each year.
Notify Department of private applicator meetings at least 7 days prior to session, if at all possible.
 - 2. Conduct training for new Extension field staff verifying them as training agents for their particular areas.
 - 3. Maintain current and acceptable certification exams and study materials at county level.
 - 4. Be knowledgeable of the requirements for private and commercial applicator certification.
 - 5. Assist Extension Agents in developing recertification meetings by providing training materials and necessary assistance.
 - 6. Determine and coordinate program plans, including educational subject matter, dates and location for commercial

dealer/applicator recertification meetings with subject matter specialists, industry representatives and lead agency personnel.

7. Coordinate subject matter resource specialists for general category information on pesticide classification, safety, storage, and disposal.
 - a: Develop or produce pesticide training or other educational material within budget and time constraints.
 - b: Coordinate the development and revision of all category specific references and examinations at least every three years and provide to the Department as per Section I.D. of the Interagency Agreement For The Coordination of Pesticide Certification and Recertification.
 8. Serve as Extensions contact for emergency situations regarding accidents, spills, or non-targeted contamination from pesticides and notify Department of Agriculture.
 9. Participate as member of SDPIAC (S.D. Pesticide Impact Assessment Committee) and participate in other regional or national pesticide training programs as deemed necessary and to keep staff informed.
 10. Inform Department of Agriculture of training programs relevant to pesticide applicator certification and recertification.
 11. Coordinate the review and update of training materials as addressed in the annual certification and training plans.
 12. Evaluate training progress.
 13. Maintain certification exams and study materials in accordance with certification standards established in 40 CFR 171.4, 171.5 and ARSD 12:56.
 14. Assist Department in developing a newsletter for continuing education of pesticide applicators.
- C. Extension Specialists are responsible for subject matter information in their area of expertise for commercial and private applicators.
1. Determine appropriate subject matter required in a particular subject area per Environmental Protection Agency and SD Department of Agriculture guidelines.

2. Prepare, revise, and procure category specific training materials and examination(s) as required.
 3. Provide training and education material for commercial pesticide dealers and applicators at 4 - 8 sites in South Dakota each year. Material to include, but not be limited to:
 - a. Stress proper use, safe handling, proper storage, and proper disposal of pesticides and pesticide containers.
 - b. Update of new pesticides, application methods, safety equipment, and other new techniques to relate to pesticide application.
 - c. Disseminate information relevant to understanding pests, labeling, safety requirements, environmental factors, consequences of pesticide misuse, hazards associated with residue, equipment use, and application techniques.
 4. Serve as the resource for information on special pesticide or pest problems or crisis situations.
 5. Promote safe and proper use of pesticides through media, meetings and discussions throughout the year.
 6. Train county extension personnel in specific pest subject matter areas.
- D. Extension Agents are responsible for pesticide training programs having an action site at the county level.
1. Notify Extension Pesticide Applicator Certification Trainer of applicator training at least two (2) weeks prior to training session of time/date/place.
 2. Provide clientele the opportunity to be certified or recertified as private applicators for the purpose of purchasing and applying restricted-use pesticides through the following mechanisms.

Extension Agents offer:

1. Training meeting on safe and proper use, handling, transportation and storage of pesticides.
 2. A home study course that covers safe and proper use, handling, transportation and storage of pesticides.
 3. Maintain current file of testing materials.
3. Administer commercial applicator examination in county office.
 - a. Insure that commercial applicators have the necessary training material prior to taking test.
 - b. Maintain current testing files to include reference materials, tests, answer sheets and license forms.
 - c. Inform commercial applicators of the recertification process.

4. Promote the safe and proper use of pesticides through media, meetings and discussions throughout the year.
5. Provide information regarding pesticide problems to Extension Pesticide Applicator Certification Trainer and serve as a reference person for specialists.

In witness hereto the parties signify their agreement by affixing signatures hereto:

Melvin A. Hallickson 8/13/92
 SDSU - Dir. of Extension (Date)
 Signature (Date)

Steve White 8/28/92
 Authorized State

Tim ... 8/28/92
 SDSU - Dir. of Research (Date)

State Agency Coding Center: 03101-31 Account: 5204060

State Contact Person: Roger Scheibe/Brad Berven/Brian Scott

Consultant Social Security or Employer Number: 46-6000364

Addendum to Contract of
SDSU Extension Service and SD Department of Agriculture
Contract #0310-414-001 93



August 18, 1994

The above referenced contract to be amended as follows:

Page 1, A., 1. The Consultant Services on this agreement shall commence on October 1, 1992 and end on September 30, 1994 1996.

Page 1, B., 1. Contingent on availability of appropriated funds and contingent upon receiving appropriate billing from SDSU (Extension Service), the State will make payment for services in the following manner.

- \$ 15,700 March 30, 1993
- \$ 15,700 September 30, 1993
- \$ 16,500 March 30, 1994
- \$ 16,500 September 30, 1994
- \$ 17,150 March 30, 1995
- \$ 17,150 September 30, 1995
- \$ 17,850 March 30, 1996
- \$ 17,850 September 30, 1996

Page 1, B., 3. TOTAL CONTRACT AMOUNT: ~~\$ 64,400~~ \$ 134,400

Milo A. Hallickson 8/22/94
SDSU - Director of Extension Service (Date)

Bob Sword 8/24/94
SDSU - Director of Research (Date)

Ray H. Clark 8/6/94
Director, Division of Regulatory Services (Date)