



Idaho State Department of Agriculture
P.O. Box 7249 • Boise, Idaho 83707
P: 208.332.8500 • F: 208.334.2170
www.agri.idaho.gov

BRAD LITTLE, GOVERNOR
CELIA GOULD, DIRECTOR

March 30, 2021

Christine Monahan
Sarah Wishingrad
American Oversight
records@americanoversight.org

SENT VIA EMAIL

Re: Public Records Request

To whom it may concern:

On March 29, 2021, the Idaho State Department of Agriculture (ISDA) received your request for:

“All email communications (including email messages, complete email chains, email attachments, calendar invitations, and calendar invitation attachments) sent by the specified Department of Agriculture officials listed in Column A, below, containing any of the key terms listed in Column B

Column A: Department of Agriculture Officials	Column B: Key Terms
1. Director Celia Gould 2. Deputy Director Chanel Tewalt 3. Chief of Staff Pamela Juker 4. Chief Operating Officer Stevie Harris 5. Agricultural Inspections Director Cindy Stark	1. “civil liability” 2. “gross negligence” 3. HB 149” 4. “liability claim” 5. “liability immunity” 6. “liability shield” 7. “liability waiver” 8. “qualified immunity” 9. “temporary emergency standard” 10. “willful misconduct”

Please provide all responsive records from October 1, 2020, through the date the search is conducted. In an effort to accommodate your agency and reduce the number of potentially responsive records to be processed and produced, American Oversight has limited its request to emails sent by the specified officials. To be clear, however, American Oversight still requests that complete email chains be produced, displaying both sent and received messages. This means, for example, that both a specified official’s response to an email containing one of the listed key terms and the initial received message are responsive to this request and should be produced.”

The following documents responsive to your request are enclosed, Bates stamped ISDA 0001 to ISDA 0023.

Date	Document	Pages
3/30/21	Final Documents	23
	Total	23

WDB an attorney has reviewed this request.

The sole remedy for a person aggrieved by the denial of a request for disclosure is to institute proceedings in the district court of the county where the records or some part thereof are located, to compel the public agency to make the information available for public inspection in accordance with the provisions of the Public Records Act, Idaho Code, section 74-101 through section 74-126. The petition contesting the public agency's decision must be filed within 180 calendar days from the date of mailing of the notice of denial by the public agency.

Sincerely,

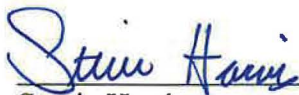


Stevie Harris
Chief Operating Officer

cc: file

Certificate of Mailing

I hereby certify that the original of this letter was emailed to records@americanoversight.org this 30th day of March, 2021.



Stevie Harris
Chief Operating Officer

Fwd: {External}FW: Agreement

Celia R. Gould

Mon 3/29/2021 2:18 PM

To: Stevie Harris <Stevie.Harris@ISDA.IDAHO.GOV>; Pamela L. Juker <Pamela.Juker@ISDA.IDAHO.GOV>;

 3 attachments

image002.jpg; image001.png; V200891 Pesticide_Training_Grant_Agreement_with_UI_2_1_21_FINAL_3.23.2021.pdf;

Stevie- I want to take another look at this before we sign.

Sent from my iPhone

Begin forwarded message:

From: Vic Mason <Vic.Mason@isda.idaho.gov>
Date: March 29, 2021 at 2:13:40 PM MDT
To: "Celia R. Gould" <Celia.Gould@isda.idaho.gov>
Cc: "Pamela L. Juker" <Pamela.Juker@isda.idaho.gov>, Stevie Harris <Stevie.Harris@isda.idaho.gov>
Subject: FW: {External}FW: Agreement

Good afternoon,

Please see the UI agreement that is signed and ready for your signature. Once you have signed, we will get a copy back to the UI for their files.

Thank you,

Vic

From: Office of Sponsored Programs Univ of Idaho - Post Award (postaward@uidaho.edu)
<postaward@uidaho.edu>
Sent: Monday, March 29, 2021 1:58 PM
To: Vic Mason <Vic.Mason@ISDA.IDAHO.GOV>
Cc: Ginger Goodman <Ginger.Goodman@ISDA.IDAHO.GOV>; Hirnyck, Ronda (rhirnyck@uidaho.edu)
<rhirnyck@uidaho.edu>; Isaak, Diane (disaak@uidaho.edu) <disaak@uidaho.edu>; Waters, Holly L.
(hwaters@uidaho.edu) <hwaters@uidaho.edu>; Office of Sponsored Programs Univ of Idaho - Post Award
(postaward@uidaho.edu) <postaward@uidaho.edu>
Subject: {External}FW: Agreement

Good afternoon Mr. Mason,

Please find attached the partially signed agreement for UI proposal # V200891. Please return a fully signed copy of the attached to postaward@uidaho.edu.

Thank you,

Sarah

ID-ISDA-21-0409-A-000001

ISDA0001

Sarah Martonick
Assistant Director, Sponsored Programs Operations
[Office of Sponsored Programs](#)
University of Idaho
875 Perimeter Drive MS 3020
Moscow ID 83844-3020
208-885-2145
postaward@uidaho.edu

***Note that the Pre and Post Award teams are working remotely and not in Morrill 202 or 209 on a regular basis. Documents or GRTs can be given to Heather in 202, or taken to room 302 and given to a member of the OSP Financial or Cost Accounting teams. Staff are available via our office phone number, email, and zoom meetings as needed. If you plan to visit Morrill hall to drop off documents, GRTs, etc. we ask that you follow university policy by wearing a mask, keeping 6 feet of distance, and sanitizing upon building and room entry.**

Information regarding the UI response to COVID-19, as well as a link to federal sponsor guidance from COGR:
<https://www.uidaho.edu/vandal-health-clinic/coronavirus/research>

Advance notice of planned time away from the office: I will be out of the office 3/26/2021.

From: Hirnyck, Ronda (rhirnyck@uidaho.edu) <rhirnyck@uidaho.edu>
Sent: Monday, March 22, 2021 2:29 PM
To: Office of Sponsored Programs Univ of Idaho - Post Award (postaward@uidaho.edu) <postaward@uidaho.edu>
Cc: Isaak, Diane (disaak@uidaho.edu) <disaak@uidaho.edu>; Hirnyck, Ronda (rhirnyck@uidaho.edu) <rhirnyck@uidaho.edu>
Subject: Fw: Agreement

From: Vic Mason <Vic.Mason@ISDA.IDAHO.GOV>
Sent: Monday, March 22, 2021 8:44 AM
To: Hirnyck, Ronda (rhirnyck@uidaho.edu) <rhirnyck@uidaho.edu>
Cc: Ginger Goodman <Ginger.Goodman@ISDA.IDAHO.GOV>
Subject: Agreement

Good morning Ronda,

I've attached a copy of the agreement that your folks made the changes to. The hard copy is in the mail for signature.

Victor Mason II, Administrator
Idaho State Dept. of Agriculture
Agricultural Resources
208-332-8628
vic.mason@isda.idaho.gov

ID-ISDA-21-0409-A-000002

ISDA0002

AGREEMENT
BETWEEN THE IDAHO STATE DEPARTMENT OF AGRICULTURE AND
THE UNIVERSITY OF IDAHO
REGARDING THE MULTIPURPOSE EPA GRANT FOR TRAINING

This Agreement ("Agreement") is between the Idaho State Department of Agriculture ("ISDA"), 2270 Old Penitentiary Rd., Boise, Idaho 83712, and The Regents of the University of Idaho ("U of I"), a state institution of higher education located at 875 Perimeter Drive MS 3020, Moscow, ID 83844-3020 (collectively, "Parties").

RECITALS

WHEREAS, pursuant to Idaho Code section 22-103(18), ISDA is authorized to contract with any state agency and federal agency concerning any matter, program or cooperative effort within the scope and jurisdiction of its authority pursuant to law.

WHEREAS, pursuant to Idaho Code section 22-103(11), ISDA is authorized to cooperate with colleges, universities, and other agencies which cooperate in devising, researching, developing, and utilizing improved agricultural production and other activities.

WHEREAS, the United States Environmental Protection Agency (EPA) awarded grant number AA-01J87601-0 ("EPA Grant") to ISDA for the enhancement of pesticide applicator training in Idaho to help protect man and the environment by enhanced pesticide training.

WHEREAS, the purpose of the EPA Grant is to advance efforts for pesticide online applicator training modules that are compliant with the EPA's and ISDA's rules.

WHEREAS, ISDA now seeks to provide U of I with EPA Grant funds in exchange for development of online pesticide applicator training modules that will be available to the public on ISDA's and U of I's websites at no charge.

NOW THEREFORE, in consideration of the mutual obligations and conditions contained herein, the Parties agree as follows:

I. Term. This Agreement takes effect March 1, 2021 and shall remain in full force and effect until December 31, 2022.

II. U of I Agreements. U of I represents that its data collection, outreach, and other services will be performed in a manner consistent with the quality of that degree of care, skill, and judgment that is consistent with generally accepted standards for similar types of engagements by institutions of higher education, but in no event less than reasonable care, skill, and judgment. ISDA shall have no financial obligation in regard to nonconforming goods or services. U of I represents that it has the necessary and requisite skills to perform the requested work. U of I further agrees to the following:

A. Work Plan. U of I agrees to carry out the functions in its Pesticide Safety Education Program – Request for Funding from ISDA (Request for Funding), attached as Appendix A.

B. EPA Grant. U of I agrees that by accepting this Agreement, it becomes a sub-

recipient of the EPA Grant and is therefore obligated to comply with certain terms and conditions when funds are drawn down or otherwise obtained from the grant payment system. These terms and conditions are incorporated by reference and are included in Appendix B, U.S. EPA Grant Agreement AA-01J87601-0. U of I understands that it will be subject to the terms and conditions of this federal award, including 42 U.S.C. § 300u-5, restrictions on the expenditure of federal funds in appropriations acts, 45 C.F.R. Part 75, terms included in the U.S. EPA Grant Agreement AA-01J87601-0, and any other applicable federal law or regulation.

C. Creation of Major Grant Components. U of I agrees to complete the activities consistent with its Request for funding (Appendix A).

D. Fees. U of I shall collect no fees from producers, attendees, or other members of the public for the delivery of materials, site visits, seminars, trainings, or the dissemination of information through outreach and extension programs that relate to the EPA Grant.

E. Resource and Data Sharing. Pursuant to the terms of the EPA Grant, all resources, records, and other documents will be made available upon request to ISDA for purposes of monitoring program progress towards meeting the goals of the cooperative agreement.

U of I will ensure accessibility and awareness of all resources developed as a result of this cooperative agreement to ISDA personnel. U of I understands that ISDA intends to use shared data to create a data archive for purposes of data sharing with EPA and others.

F. Reporting. U of I agrees to submit two (2) progress reports, described as follows:

1. **Mid-Grant Progress Report.** U of I agrees to submit a Mid-Grant Progress Report from March 1, 2021 through March 1, 2022. This report will provide the following reporting elements:

- a. Overall progress on activities;
- b. List of each outreach/education event, with topic, purpose, audience and total attendance;
- c. Number of online trainings produced and submitted to ISDA for web-based training.
- d. Progress on the activities outlined in Appendix A;
- e. Pending issues/concerns.

2. **End of Grant Report.** U of I agrees to submit this report on or before January 31, 2023. This report will cover all activities/work that took place during the Grant's project period and at a minimum include the following information:

- a. Accomplishments for activities outlined in Appendix A;
- b. List of each outreach/education event, with topic, purpose, audience and total attendance;
- c. Pending issues/concerns.

G. Reimbursement Invoicing. In order to receive reimbursement, U of I must agree to comply with all terms and conditions in this Agreement. U of I will be a sub-recipient of the EPA Grant and acceptance of an award obligates U of I to discharge its

obligations consistent with the EPA Grant. Reimbursement will take place on a quarterly basis and all reporting will be done accordingly in each year of the grant:

1st Quarter: March 1 – May 30

2nd Quarter: June 1 – August 30

3rd Quarter: September 1 – November 30

4th Quarter: December 1 – February 28

U of I will submit quarterly ledger reports electronically to ISDA by the 20th day of the month following quarter end. Ledgers are considered incomplete if not accompanied by an itemization of expense report (IOE). At the end of the contract on December 31, 2022. The invoicing will take place for that one month on the 20th of January 2023.

U of I understands that ISDA may audit any and all related financial records and request and receive other project-related information on demand.

U of I understands that ISDA disbursements will not exceed and will be consistent with the respective amount listed in the table in the U.S. Environmental Protection Agency Assistance Agreement / Amendment Assistance Notification # AA-01J87601-0 (Grant Award), attached as Appendix B.

H. Corrective Action Plan. U of I must submit a corrective action plan if the objectives and goals of this Agreement are not being met. The corrective action plan must detail the tasks, responsible personnel, and updated timeframes to ensure satisfactory performance and meet the deliverables required under the EPA Grant.

I. Money Used for- EPA Grant. Any award to U of I shall be used solely to finance the projects related to the EPA Grant, as detailed in the Request for Funding in Appendix A and Grant Award in Appendix B. No portion of any award to U of I shall be used for any purpose other than for the EPA Grant, without the prior express written consent of ISDA. If U of I spends money in a manner not consistent with the EPA Grant Award and its Work Plan Request for Funding, as detailed in Appendix A, ISDA will require U of I to repay the money, unless the expenditures are subsequently authorized in writing by ISDA.

J. Compliance with Law, Licensing and Certifications. U of I will comply with all requirements of federal, state and local laws and regulations applicable to it. For the duration of this Agreement, U of I will maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

K. Acknowledgment of Federal Support. U of I agrees to acknowledge that federal monetary support has been provided by the EPA. When issuing statements, press releases, publications and other documents describing projects or programs funded in whole or in part with the EPA Grant, U of I shall provide the following statement:

Funding for this statement, publication, press release, etc. was made possible, in part, by the EPA through grant Project ID# AA- 01J87601-0, Further Consolidated Appropriations Act, 2020 (P.L. 116-94). The views expressed in written materials or publications and by speakers and moderators do not necessarily reflect the official policies of the EPA or

ISDA; nor does any mention of trade names, commercial practices, or organization imply endorsement by the United States Government.

III. ISDA Agreements.

A. Quarterly Disbursements. ISDA agrees to disburse funds quarterly, on a reimbursement basis, following U of I's submission and ISDA approval of U of I's written ledger and required submitting documentation showing actual expenditures on approved project expenses. ISDA agrees to review all submitted quarterly ledgers and semi-annual progress reports for compliance with the approved Request for Funding, Appendix A, and Grant Award, Appendix B, and disburse all subsequent disbursements within thirty (30) days after U of I submits the required financial ledger and submitting documentation indicating actual expenditures for the reporting period. ISDA will disburse funds only if U of I is in compliance with the conditions set forth in this agreement.

B. Limitation on Disbursements. ISDA disbursements will not exceed actual project expenses and the respective amounts listed in the Grant Award, attached in Appendix B.

IV. General Terms and Agreements.

A. Modification. This Agreement constitutes the full understanding of the Parties as to the extent of their rights and obligations. No oral or written statements or agreements made prior to execution of this Agreement shall amend the terms. This Agreement may only be modified in writing. Any further modification must be signed by the Parties, and specifically indicate that it modifies this Agreement.

B. Waiver. The waiver of any breach or default of this Agreement shall not be construed as, or deemed to be, a waiver of any subsequent breach or default.

C. Termination. This agreement may be terminated according to the following provisions.

1. Termination without Cause. ISDA or U of I may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to U of I, specifying the date of termination. Upon termination, pursuant to this section, all obligations of the Parties shall cease, except for those obligations contained in section IV, subsection B, D, F, J, L, and M and also section II, subsection G (for expensed incurred prior to the date of termination).

2. Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if at any time the other Party is in material breach of any warranty, term, condition, covenant or obligation under this Agreement and fails to cure that breach within ten (10) days written notice thereof.

3. Effect of Termination. Upon termination by ISDA, U of I shall:

- (a) promptly discontinue all work, unless the termination notice directs otherwise; and
- (b) deliver, or otherwise make available to ISDA, all data reports, estimates, summaries and such other information and materials as may have been accumulated by U of I in performing this Agreement.

D. Official, Agent and Employees of the Parties not Personally Liable. In no

event shall any official, officer, employee or agent of ISDA or U of I be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

E. Contract Relationship. It is distinctly and particularly understood and agreed between the Parties hereto that ISDA is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of U of I or with the employment of labor or the incurring of expenses by U of I. U of I is an independent contractor in the performance of each and every part of this Agreement, and solely liable for all labor, taxes, insurance, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. U of I will maintain any applicable worker's compensation insurance as required by law and will provide a certificate of the same if requested.

F. Liability and Allocation of Risk. Each party agrees that it will be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, contractors or employees, to the full extent required by law. Nothing in this Agreement shall extend the tort responsibility of either Party beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Any covered third-party tort liability claim, suit or loss arising from the Agreement shall be allocated to the Parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments. If property damage arises in the performance of the Agreement and is covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible Party's loss history, and the responsible Party shall pay the deductible, if any.

If a claim or damage is not covered by the Risk Program, the responsible Party shall pay the costs arising from such claim or damage. If a claim or damage arises from more than one Party's performance of the Agreement or is not allocable to any Party, each party shall pay the costs to such Party arising from the claim or damage.

G. Anti-Discrimination/Equal Employment Opportunity. Acceptance of this Agreement binds the U of I to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, *et seq.*, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. The U of I shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The U of I must include this provision in every subcontract relating to this Agreement.

H. Subcontracting. Unless otherwise allowed by the ISDA in this Agreement, U of I shall not, without prior approval from ISDA, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by ISDA of U of I's request to subcontract or acceptance of subcontracted work by ISDA shall not in any way relieve U of I of any responsibility under this Agreement.

I. Assignment. Neither Party may assign its interests in this Agreement without prior written consent of the other party.

J. Confidential Information. Pursuant to this Agreement, either Party may collect or may disclose to the other Party, financial, personnel or other information that the disclosing Party regards as proprietary or confidential ("Confidential Information") in furtherance of performance of services under this Agreement or as required by law. ISDA may disclose Confidential Information provided by U of I to EPA if required by law and EPA grant administration. .

The receiving Party shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the disclosing Party to any third party, other than EPA, except with the disclosing Party's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the disclosing Party.

The disclosing Party may require that receiving Party's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the disclosing Party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement.

Written information exchanged hereunder shall be clearly marked with an appropriate stamp or legend "Confidential Information." Markings such as "In Confidence," "Confidential," "UNIVERSITY Use Only," or "STATE Use Only" shall also be sufficient.

Non-written information exchanged hereunder shall only be considered Confidential Information if, at the time of such disclosure, the Confidential Information being disclosed is identified as confidential and the disclosing Party provides the receiving Party within thirty (30) days after such disclosure, with a writing which affirms the confidential nature of the disclosed information and clearly identifies the nature and content of the disclosed information. Confidential Information shall not include data or information that:

1. Is or was in the possession of the receiving Party before being furnished by the disclosing Party, provided that such information or other data is not known by receiving Party to be subject to another confidentiality agreement with or other obligation of secrecy to the disclosing Party;
2. Becomes generally available to the public other than as a result of disclosure by the receiving Party; or
3. Becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, provided that such source is not known by the receiving Party to be subject to a confidentiality agreement with or other obligation of secrecy to the disclosing Party; or
4. Is required to be disclosed under operation of law, including but not limited to the

Idaho Public Records Law, Idaho Code sections 74-101 through 74-126 and the Freedom of Information Act, 5 U.S.C. § 552; or

5. Is reasonably ascertained by ISDA or U of I to create a risk to a trial subject or to public health and safety; or
6. Is independently developed by the receiving Party by individuals who have not had either direct or indirect access to such information.

K. Appropriation Required. The Parties are government entities and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the Legislature or EPA as may exist from time to time. The Parties reserve the right to terminate this Agreement in whole or in part (or any order placed under it) if, in either Party's sole judgment, the Legislature of the State of Idaho or EPA fails, neglects, or refuses to appropriate sufficient funds as may be required for either Party to continue under this Agreement, or requires any return or "give-back" of funds required for either Party to continue under this Agreement, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to the other Party.

L. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof. Where terms and conditions specified in U of I's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

N. Prior Approval. The following activities require prior approval by EPA before being implemented by U of I, its employees, or designee:

1. Change in scope or objectives;
2. Change in key personnel;
3. Change in grantee organization;
4. Change in key partner organization(s);
5. Any deviation from the terms and conditions of the award;
6. Carryover of unobligated balances;
7. No cost extensions;
8. Significant re-budgeting of 10% or more of the total funds authorized under the current year's award
9. U of I must notify ISDA when re-budgeting <10% even though ISDA approval is

not required. This re-budgeting shall be reported in the mid-grant and end of grant reports. The 10% threshold is cumulative over the course of budget period per Appendix B.

V. Communication and Contacts. The Parties will address any communication regarding this Agreement to the following representatives:

Idaho State Department of Agriculture

Vic Mason
PO Box 7249
Boise, Idaho 83707
(208) 332-8628

University of Idaho

Post Award Administration
875 Perimeter Dr., MS 3020
Moscow, ID 83844
(208) 885-6651

VI. Signatures

Idaho State Department of Agriculture

Celia R. Gould, Director

Date

University of Idaho

Deborah N.
Shaver, CRA

Digitally signed by Deborah N.
Shaver, CRA
Date: 2021.03.26 08:22:53 -07'00'

Deborah N. Shaver, Asst. VP Research Admin.

SAB 3.23.21

CM 3/25/2021

3/26/2021

Date

ATTACHMENTS

Appendix A: U of I Request for Funding from ISDA

Appendix B: U.S. EPA Grant Agreement AA-01J87601-0

Appendix A

University of Idaho—Pesticide Safety Education Program Request for funding from ISDA September 1, 2020—August 31, 2022

Principle Contacts: Ronda Hirnyck, University of Idaho Extension Pesticide Coordinator
rhirnyck@uidaho.edu
Kimberly Tate, University of Idaho Extension Instructor, Pesticides
ktate@uidaho.edu

Project Description.

The Idaho State Department of Agriculture proposes to address Goal 2, Objective 2.1 by providing pass-through funding and project oversight to the University of Idaho (UI) Extension Pesticide Safety Education Program. The UI will develop and launch supplemental and new pesticide safety educational material for the pesticide applicators of Idaho. These materials will enhance applicator knowledge and lead to more responsible pesticide applications, protecting human health and the environment. ISDA will request a report, at the end of the project, in order to assess the impacts that occurred as a result of the UI Extension work with these pass-through funds.

Pesticide Recertification. The University of Idaho Extension Pesticide Safety Education Program (UI-PSEP) is developing new types of online pesticide safety education in order to address the needs of Idaho's pesticide applicators and potentially new applicators. Due to the COVID-19 pandemic and the potential for virus transmission at the traditional face to face extension seminars, we are preparing a webinar series for fall and early winter, 2020-2021, to address pesticide recertification needs. The webinars will continue into 2021-2022. We propose to record some of these webinars, using Zoom technology, modify the recordings for a learning management system, and deliver as recertification seminars, for Idaho recertification credits. These recorded seminars would be available on a long-term basis, hosted on the eXtension website, utilizing Moodle Learning Management System. Links to the eXtension courses will be available on the ISDA and UI IPM websites. The Learning Management System (LMS) allows us to track the user and allow for short quizzes throughout the one hour seminar. The user is unable to proceed and complete the seminar until they have completed the short quizzes on the relevant seminar material. We will provide a certificate of completion that the user will use to document the successful completion of a one hour recertification course. The conversion of recorded Zoom webinars to a LMS will be completed by our contractor, National Pesticide Safety Education Center (NPSEC), under our supervision.

Pesticide Pre-License Prep Hybrid Course for Urban Applicators. UI-PSEP has the primary role, for the state of Idaho, of developing and teaching the pre-license prep courses for individuals planning to take the ISDA pesticide exams. These prep classes are traditionally multi-day face to face educational programs. We propose to develop and test a hybrid style course for urban applicators during the winter of 2021 or 2022. The course would include the use of the existing UI Extension Law and Safety E-learning modules hosted on eXtension. This E-curriculum consists of eight online modules that follow the training manual and traditional course lectures. The hybrid course would also provide a one-day workshop on Weed

Management, Insect and Disease Management, and pesticide math/calibration. Workshops would cover urban educational materials. The workshop would be available in one location in Idaho.

Budget Narrative.

Pesticide Recertification. \$21,000. Convert seven recorded webinars into a LMS E-learning module for one recertification credit each (seven modules total). The estimated cost per module is \$3,000.

Pesticide Pre-License Prep Hybrid Course for Urban Applicators. \$724. Rental costs for classroom (\$400) used for workshop in Boise/Caldwell. Miscellaneous supplies and software needed to develop hybrid course. (\$324)

Indirect Charges. \$7,604. Federally negotiated rate for University of Idaho Extension projects is 35% of the Modified Total Direct Cost.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 01J87601		DATE OF AWARD		
			MODIFICATION NUMBER: 0				
			PROGRAM CODE: AA		TYPE OF ACTION New		MAILING DATE
			PAYMENT METHOD:		ACH# X0195		
RECIPIENT TYPE: State			Send Payment Request to: RTP Finance Center Email: RTPFC-grants@epa.gov				
RECIPIENT: ID Dept of Agriculture 2270 Old Penitentiary Road Boise, ID 83712 EIN: 82-6000952			PAYEE: ID Dept of Agriculture 2270 Old Penitentiary Road Boise, ID 83712				
PROJECT MANAGER Victor Mason 2270 Old Penitentiary Road Boise, ID 83712 E-Mail: vic.mason@isda.idaho.gov Phone: 208-332-8628		EPA PROJECT OFFICER Dirk Helder 1200 Sixth Avenue, Suite 155 Seattle, WA 98101 E-Mail: helder.dirk@epa.gov Phone: 208-378-5749		EPA GRANT SPECIALIST Michael Underwood 1200 Sixth Avenue, Suite 155 Seattle, WA 98101, 17-C04 E-Mail: underwood.michael@epa.gov Phone: 206-553-2956			
PROJECT TITLE AND DESCRIPTION ISDA MPG, FY2021 This agreement continues activities that compliment existing environmental programs. Specifically the recipient will use this multipurpose funding to work with the University of Idaho's development of online pesticide applicator training modules.							
BUDGET PERIOD 09/01/2020 - 12/31/2022		PROJECT PERIOD 09/01/2020 - 12/31/2022		TOTAL BUDGET PERIOD COST \$29,328.00			
				TOTAL PROJECT PERIOD COST \$29,328.00			
NOTICE OF AWARD							
Based on your Application dated including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$29,328. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$29,328. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS EPA Region 10 1200 Sixth Avenue, Suite 155 (17-C04) Seattle, WA 98101			ORGANIZATION / ADDRESS U.S. EPA, Region 10 ECAD 1200 Sixth Avenue, Suite 155 Seattle, WA 98101				
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
Digital signature applied by EPA Award Official -					DATE		

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 29,328	\$ 29,328
EPA In-Kind Amount	\$	\$ 0	\$ 0
Unexpended Prior Year Balance	\$	\$ 0	\$ 0
Other Federal Funds	\$	\$ 0	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 29,328	\$ 29,328

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.204 - Multipurpose Grants to States and Tribes	Further Consolidated Appropriations Act 2020 (P.L. 116-94)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2010JCE028	20	E1	10J2	000M20	4161			29,328
									29,328

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$29,328
9. Total Direct Charges	\$29,328
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$29,328
12. Total Approved Assistance Amount	\$29,328
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$29,328
15. Total EPA Amount Awarded To Date	\$29,328

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): RTPFC-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: helder.dirk@epa.gov
- Administrative questions: underwood.michael@epa.gov

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority

in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

<https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

D. Intergovernmental Review Period

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the Grantee may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed. This includes successful resolution of any issues identified during the comment period, (if applicable).

E. Pre-Award Costs

In accordance with 2 CFR 1500.8, the grantee may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 09/01/2020 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

F. Indirect Costs Not Included (All Organizations) (also listed in General Terms and Conditions)

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports - Content

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer. The final project report is due within 90 days of the budget/project period end date.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338](#) Remedies for Noncompliance.

B. CYBERSECURITY CONDITION

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

END OF DOCUMENT

From: Chanel Tewalt
To: Celia R. Gould
Subject: RE: Senate about to vote on ISDA budget and rulemaking bill.
Date: Tuesday, March 16, 2021 11:46:00 AM

It's on right now.

From: Celia R. Gould
Sent: Tuesday, March 16, 2021 11:46 AM
To: Chanel Tewalt <Chanel.Tewalt@ISDA.IDAHO.GOV>
Subject: Re: Senate about to vote on ISDA budget and rulemaking bill.

I jumped off then see the rule Bill is next.

Sent from my iPhone

On Mar 16, 2021, at 11:35 AM, Chanel Tewalt <chanel.tewalt@isda.idaho.gov> wrote:

<https://www.idahoptv.org/shows/idahoinsession/senate/>
In case you want to listen in. They're on 305 now, 306 up next.

Senator Crabtree(7)	H 306	by APPROPRIATIONS COMMITTEE – APPROPRIATIONS – DEPARTMENT OF AGRICULTURE – Relates to the appropriation to the Department of Agriculture for fiscal year 2022.
Senator Lakey(12)	H 149	by JUDICIARY, RULES AND ADMINISTRATION COMMITTEE – CORONAVIRUS LIMITED IMMUNITY ACT – Amends session laws of the 2020 First Extraordinary Session to extend a sunset date to July 1, 2022.
Senator Patrick(25)	H 167	by AGRICULTURAL AFFAIRS COMMITTEE – DEPARTMENT OF AGRICULTURE – Amends existing law to revise provisions regarding rulemaking.