

**AGREEMENT BETWEEN THE GYPSY MOTH SLOW THE SPREAD FOUNDATION, INC
AND
MEMBER STATES**

This Agreement made and entered into by and between the following parties

**Illinois Department of Agriculture
Indiana Department of Natural Resources
Iowa Department of Natural Resources
University of Kentucky
Minnesota Department of Agriculture
North Carolina Department of Agriculture and Consumer Services
Ohio Department of Agriculture
Virginia Department of Agriculture and Consumer Services
West Virginia Department of Agriculture
Wisconsin Department of Agriculture, Trade and Consumer Protection**

All of the above parties being state agencies, party of the FIRST PART, and the Gypsy Moth Slow-the-Spread (STS) Foundation, Inc., a non-profit North Carolina corporation, hereinafter referred to as the STS Foundation, party of the SECOND PART.

WHEREAS, there is a cooperative federal-state program designed to slow the spread of the gypsy moth (STS program) using an area-wide approach among the states represented by the party of the FIRST PART, and

WHEREAS, there is a need to provide coordination and cooperation among the various states represented by the party of the FIRST PART and to cooperate with the United States Department of Agriculture (USDA), Forest Service – Forest Health Protection (FS-FHP), and Animal and Plant Health Inspection Service – Plant Protection and Quarantine (APHIS-PPQ) and other entities in implementing and operating said program, and

WHEREAS, there is a need to receive and administer the federal funds made available through cooperative agreements and grants for the purpose of slowing the spread of the gypsy moth,

IT IS HEREBY AGREED AS FOLLOWS

ARTICLE I – STATE RESPONSIBILITIES

Each member state agency agrees to:

1. Designate an agency official to serve on the STS Foundation Board of Directors as an equivalent State official pursuant to 16 U.S.C. § 2102 and 2104;
2. Document all financial support, including in-kind services, used to support the implementation of the STS program within their respective state boundaries and to provide this information to the STS Foundation Board of Directors annually;
3. Receive and administer the funds allocated by the Foundation Board of Directors, and
4. Implement, or have implemented, within their respective state boundaries the STS program according to program guidelines and as outlined in the project operation and financial plans developed annually by the STS Foundation Board of Directors.

ARTICLE II – STS FOUNDATION RESPONSIBILITIES

The STS Foundation agrees to:

1. Maintain a Board of Directors, in accordance with its bylaws, composed of one Director from each of the aforementioned states and that said Director, or their designee, and the Commissioner, Director or Secretary of the department shall be the signatories of this document;
2. Hire such officers, managers and other employees as are necessary to conduct the activities of the STS Program, the cost of which shall be paid by the STS Foundation;
3. Bond all Directors, Officers, or employees who are entrusted with STS Foundation funds, the cost of which shall be paid by the STS Foundation;
4. Act as the operating organization on behalf of the party of the FIRST PART and USDA (FS-FHP and APHIS-PPQ) and other cooperating entities for implementation and execution of the cooperative federal-state STS program, and as such may in cooperation with USDA, FS-FHP and APHIS-PPQ:
 - a. Allocate the federal funds appropriated for the STS program among the parties of the FIRST PART to insure maximum biological effectiveness of said program;
 - b. Coordinate contracting of pesticide application services;
 - c. Enter into cooperative agreements with other organizations or agencies in the member states, cooperating entities outside the member states and agencies of the federal government; and
 - d. Assign funds and enter into contracts necessary to carry out the STS program. No state shall be liable for any obligation incurred by the STS Foundation; and
5. Provide reimbursement for reasonable expenses incurred by STS Foundation directors, officers and employees in the performance of their official duties. No reimbursement in any form will be paid to state, federal and/or university employees who are not Directors, Officers or employees without prior approval of the Board of Directors.

ARTICLE III – JOINT RESPONSIBILITIES AND AGREEMENT

The STS Foundation and member states mutually agree that:

1. Project operation and financial plans and such other documents and procedures necessary to efficiently carry out the STS program will be developed and implemented annually;
2. STS Foundation employees shall be responsible to and under the direction of the STS Foundation and its Board of Directors, in accordance with certain cooperative agreements or grants between the STS Foundation and USDA, FS-FHP and APHIS-PPQ;
3. Educational and informational meetings will be organized as needed in cooperation with USDA, FS-FHP and APHIS-PPQ;
4. Bids may be solicited and contracts issued for services or materials as needed for STS program operation, in cooperation with USDA, FS-FHP and APHIS-PPQ;
5. STS program funds will be accounted for by maintaining a computer database and a detailed financial accounting of such funds will be provided quarterly or as requested;
6. Boundaries of the STS program area will be determined annually with USDA, FS-FHP and APHIS-PPQ; and
7. Secure storage, accountability, and maintenance for all USDA (FS-FHP and APHIS-PPQ) provided equipment and supplies used in the STS program will be provided.

A state may terminate their participation under this Agreement by giving 90 days written notice to all parties hereto.

This Agreement shall be construed in accordance with the Laws of the State of North Carolina, except that the due authorization, execution and delivery of this Agreement by each member state, the rights, duties and immunities of each member state, and all disputes or legal action or proceedings contesting the due authorization, execution and delivery of this Agreement shall be governed and construed in accordance with the laws of the respective member state.

This Agreement reflects the addition of one new state, Ohio, and shall become effective and in full force upon completion of the execution by the representatives of each participating state and signature by the President.

DocuSigned by:

Kimberly Thieben Cremers

President, SIS Foundation, Inc.


8/18/2021

Date

Signed in counterparts the date and place hereinafter stated:

PARTIES OF THE FIRST PART

Illinois Department of Agriculture

Signature:  Date: June 21, 2021

Printed Name: Scott Schirmer

Title: PPSS/SPRO/IL STS BOD

Signature:  Date: 7/28/21

Printed Name: Brad A. Beaver

Title: Acting Chief, Bureau of Environmental Programs

Signature:  Date: 7/28/21

Printed Name: Jerry Costello ³ II

Title: Director

Signature: _____ Date: _____

Printed Name: _____

Title: _____

PARTIES OF THE FIRST PART

Indiana Department of Natural Resources

Signature: Megan Abraham Date: 6-21-21
Printed Name: Megan Abraham
Title: State Entomologist

Signature: John R Seifert Date: 6-21-2021
Printed Name: John R. Seifert
Title: State Forester

Signature: Daniel W. Bortner Date: 6-22-21
Printed Name: DANIEL W. BORTNER
Title: INR DIRECTOR

Signature: _____ Date: _____
Printed Name: _____
Title: _____

PARTIES OF THE FIRST PART

University of Kentucky

Signature: Subba Reddy Palli

Date: 06/22/2021

Printed Name: Subba Reddy Palli

Title: State Entomologist

Signature: Carl Harper

Date: June 22, 2021

Printed Name: Carl Harper

Title: Sr. Nursery Inspector

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

PARTIES OF THE FIRST PART

Minnesota Department of Agriculture

Signature: DocuSigned by:
Thom Peterson Date: 7/27/2021
4109BAF109F047C...

Printed Name: Thom Peterson

Title: Commissioner, Minnesota Department of Agriculture

Signature: DocuSigned by:
Mark Abrahamson Date: 7/27/2021
95E97F800BD2400...

Printed Name: Mark Abrahamson

Title: Director, Plant Protection Division

Signature: DocuSigned by:
Kimberly Thielen Cremers Date: 7/27/2021
F663C2338ED2405...

Printed Name: Kimberly Thielen Cremers

Title: Manager, Plant Pest Regulatory & Mitigation Section


Signature: _____ Date: _____


Printed Name: _____

Title: _____

PARTIES OF THE FIRST PART

North Carolina Department of Agriculture and Consumer Services

Signature:  Date: 6.25.2021
Printed Name: N. David Smith
Title: Chief Deputy Commissioner

Signature:  Date: 06-24-21
Printed Name: Joy A. Goforth
Title: Plant Pest Administrator/
GM STS Vice President/Treasurer

Signature: _____ Date: _____
Printed Name: _____
Title: _____

Signature: _____ Date: _____
Printed Name: _____
Title: _____

PARTIES OF THE FIRST PART

Ohio Department of Agriculture

Signature: Dorothy Peland Date: 6/24/2021
Printed Name: Dorothy Peland
Title: Director, Ohio Dept of Agriculture

Signature: _____ Date: _____
Printed Name: _____
Title: _____

Signature: _____ Date: _____
Printed Name: _____
Title: _____

Signature: _____ Date: _____
Printed Name: _____
Title: _____

PARTIES OF THE FIRST PART


Virginia Department of Agriculture and Consumer Services

Signature:  _____

Date: 8/9/21

Printed Name: Bradley Copenhaver

Title: Commissioner

Signature:  _____

Date: 7/27/2021

Printed Name: Larry Nichols

Title: Director, Division of Consumer Protection

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

PARTIES OF THE FIRST PART

West Virginia Department of Agriculture

Signature: Timothy L. Brown Date: 6-22-21

Printed Name: Timothy L. Brown

Title: Director, Plant Industries Division

Signature: Joe Hatton Date: _____
Joe Hatton (Jun 24, 2021 03:04 GMT+7)

Printed Name: Joe Hatton

Title: Deputy Commissioner

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

PARTIES OF THE FIRST PART

Wisconsin Department of Agriculture, Trade and Consumer Protection

Signature:  Date: 7/15/2021 | 11:23 AM CDT

Printed Name: Eric K. Ebersberger

Title: Assistant Deputy Secretary

Signature:  Date: 7/15/2021 | 11:31 AM CDT

Printed Name: Christopher Foelker

Title: Gypsy Moth Program Manager

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____