

Forest Service Payette National Forest Krassel Ranger District P.O. Box 1026 McCall, ID 83638

Reply To: 1500

Date: September 5, 1986

Ed Krumpe University of Idaho Moscow, ID 83843

Dear Ed:

Enclosed is a signed copy of the Human Resource Agreement for University records.

Based on this agreement we will be in a position to process a billing to cover the agreed Forest Service share of the interns' project costs.

Sincerely,

CLEM POPE

Resource Forester

eann Woods

Enclosure - Human Resource Agreement

Please bill the Forest Service #700,00 for trail
reconstruction work on Big Creek Frail and for campaite
impact inventory of the Big Creek drainage of the Krassel
Ranger District as per the Human Resource agraement
dated 8/19/86

U.S. DEPARTMENT OF AGRICULTURE SPEED MEN	10 PART NUMBER	DATE
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#### HUMAN RESOURCE AGREEMENT

#### between the

University of Idaho - Wilderness Research Center and USDA Forest Service, Payette National Forest

This agreement is made between the University of Idaho - Wilderness Research Center, hereinafter called the CENTER, and the USDA Forest Service, Payette National Forest, hereinafter called the FOREST under the provisions of P.L. 94-148.

### WITNESSETH:

WHEREAS, the FOREST has the responsibility for administration of National Forest lands; and

WHEREAS, the CENTER conducts and maintains education programs for the purpose of training, developing and educating persons in the principles and practices of Wilderness management and conservation; and

WHEREAS, both parties to this agreement deem it mutually advantageous that participants broaden and develop the scope of their education experience by providing their services to the FOREST;

NOW THEREFORE, in consideration for the above premises, the parties hereto agree as follows:

### A. The CENTER agrees to:

- 1. Assign the student interns for a portion of their work period projects agreed to in advance by the CENTER and FOREST.
- 2. Handle administrative records required for participants in this program.
- 3. Pay all administrative and operating expenses for maintaining the participants in these projects and bill the FOREST for its share of those costs.
- 4. Require no records or reports from the FOREST except a post-program evaluation and any other appropriate information that may be needed in connection with proposed projects.
- 5. Upon request of the FOREST, make available all accounting books and supporting records of the CENTER for analysis by qualified representatives of the FOREST or other Federal agencies authorized to review FOREST activities.

6. Upon satisfactory completion of the agreed to projects, the CENTER shall send final invoices for actual expenses incurred to the FOREST, not to exceed agreed to amount of \$350/student intern.

# B. The FOREST agrees:

- 1. To provide projects, training, evaluation, transportation and housing as agreed in advance between the CENTER and FOREST in an amount not to exceed the agreed upon amount of \$350/student intern upon satisfactory completion of the agreed to projects.
- 2. That the CENTER will invoice cooperating FOREST on a final work period reimbursement basis and that invoices are to be paid within 30 days of receipt.
- 3. That student interns shall not be considered as Federal employees except for purposes of:
  - a. Chapter 171 of Title 28, U.S.C. relating to Tort Claims and,
  - b. Chapter 82 of Title 5, U.S.C. relating to compensation for injuries, to the extent not covered by the CENTER.

# C. It is Mutually agreed that:

- 1. An implementing agreement will be entered into by the CENTER and cooperating FOREST. This agreement shall be the only authorizing agreement. For the purpose of identifying the person(s) to be engaged, describing the project(s) to be undertaken. No invoices shall be made before an implementing agreement is entered into by the CENER and the FOREST.
- 2. The FOREST and the CENTER will comply with the provisions of Title VI of the Civil Rights Act of 1984, as those provisions relate to recruitment and work experience assignments.
- 3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement. Payments will be made either by check or wire transfer through the Treasury Financial Communications system at the option of the Government.
- 4. Nothing in this agreement shall be construed as obligating the FOREST to expand or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by laws and administrativively allocated for this work.

- 5. All projects are also subject to availability of applicants and funds provided by the CENTER.
- 6. No member of, or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- 7. The CENTER will be deemed the employer participating in any project under this agreement, but the FOREST will be responsible for the direct supervision of the work performed.
- 8. In the event of injury to the student while on the job, the student will be referred to the CENTER for proper action. Treatment for injuries will be in facilities authorized by the Center under appropriate University of Idaho-Wilderness Research Center worker's compensation regulations.
- 9. Either party may terminte this agreement by providing 180 days written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

CENTER	FOREST	
Edwin E. Krumpe	Velo Jadelle	
Name	Name	
DIRECTOR, WILDERNESS RESEARCH CENTER Title	Forest Supervisor Title	
8/15/8G	8-28-86	
Date	Date	