

**DRAFT**  
**JOINT VENTURE AGREEMENT, No. 12-JVA-99-\_\_**

**BETWEEN**

**UNIVERSITY OF IDAHO**

**AND**

**U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE**  
**PAYETTE NATIONAL FOREST**

THIS JOINT VENTURE AGREEMENT, is hereby made and entered into by and between the University of Idaho, a State Cooperative Institution, hereinafter referred to as U of I, and the Payette National Forest, U.S. Department of Agriculture Forest Service, hereinafter referred to as the Forest Service, under the provisions of the National Agriculture Research, Extension and Teaching Act of 1977 Pub. Law 99-113, as amended by the Food Security Act of 1985 (7 U.S.C.3318(b)).

**I. PURPOSE:**

The purpose of this project is to control knapweed infestations in the FrankChurch -- River of No Return Wilderness. Three locations where knapweed is in heavy concentrations has been identified on the Krassel Ranger District. This project involves monitoring and treatment of noxious weeds, and setting up plots for monitoring (density and spread), purposes on National Forest System lands. Mapping and identifying noxious weeds within the wilderness. Treatment through manual pulling and removal of weeds will occur at selected sites.

**II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:**

Taylor Ranch is a field station associated with the University of Idaho, Wilderness Research Center. Each year Taylor Ranch hosts several interns who are work for credit on various projects within the wilderness. Projects are used as credit towards students degrees..

Current management direction considers noxious weeds a serious threat to natural succession in wilderness. Through this project, we hope to limit the spread of noxious weeds within the wilderness and establish methods of monitoring that will document/confirm this effort.

In consideration of the above premises, the parties hereto agree as follows;

**III. THE FOREST SERVICE SHALL:**

1. Provide a field crew to assist in data collection, mapping and identification, of plots, and labor for manual treatment and removal of weeds two times during the regular 1999 field season.
2. Provide a pack string to transport supplies.

3. Reimburse the cooperator for the Forest Service's proportionate share (\_\_\_%) of actual expenses incurred, not to exceed \$3,125.00, reduced by program income as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit semi-annual billings. The Forest Service will make payment for its share of project costs upon receipt of an invoice and a SF-270. Each correct invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and non-Federal cash contributions and previous Forest Service payments. The invoice should be forwarded to:

Deanna Flemmer  
Payette National Forest  
P.O. Box 1026  
McCall, ID 83638  
(208) 634-0737

#### IV. U OF I SHALL:

1. Provide data collection, mapping and identification of plots at three sites (Soldier Bar, Goat Basin, mouth of Goat Creek), for the purpose of identifying current infestation levels, spread and density of noxious weeds.
2. Establish plots to measure treatment success, and monitoring of projects <sup>and</sup> ~~and~~ inventory of additional sites.
3. Provide training in plant/weed identification, logistical support, and manual treatment and removal of weeds.
4. Bill the Forest Service for their prorated share of actual costs incurred to date, less program income excluding any previous Forest Service payment made on this instrument to the date of the invoice.
5. Give USDA Forest Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this project.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

1. Forest Service support shall be acknowledged in publications and audiovisuals.
2. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
3. Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all noncancellable obligations properly incurred up to the effective date of termination.
4. Specific indirect cost rates are approved in the initial instrument. If the rates change at any time during the performance period, the proposed adjustments shall be resubmitted to the Forest Service for verification, consideration, and approval, prior to the adjusted rates being billed. Approved rates shall be incorporated by written modification.
5. Pursuant to 31 U.S.C. 3716 and 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States under this instrument to any person or legal entity, not an agency or subdivision of a State or local government, may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.
6. This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
8. The cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.
9. The principal contacts for this instrument are:

Patti Stieger/Clem Pope  
USDA Forest Service  
Payette National Forest  
P.O. Box 1026  
McCall, ID 83638  
(208) 634-0659

Jim and Holly Akinson  
University of Idaho, Taylor Ranch  
Air Star Route, HC 83  
Cascade, ID 83611  
(888) 842-7547 (Satellite phone)

10. Pursuant to 31 U.S.C. 3717 and 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment due the Government not made by the payment due date.

Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, in the event the account becomes delinquent, administrative costs will be assessed.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments, fees, or calculation statements falls on a non-workday, the charges shall not apply until the close of business of the next workday.

11. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
12. The recipient/cooperator has the legal authority to enter into this instrument, and the institutional, managerial, and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management, and completion of the project.
13. Funding in the amount of \$3,125.00 is currently obligated for performance of this instrument through November 15, 2003. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond November 15, 2000, until funds are made available to the Forest Service for performance and until it receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the instrument shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan, or budget.
14. This instrument does not convey Federal employee status upon the Cooperator's employees for the purposes of liability coverage.
15. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment.
16. Any cooperator contributions made under this instrument do not by direct reference, or implicaton convey Forest Service endorsement of the cooperator's products or activities.
17. This instrument is executed as of the last date shown below and expires on November 15, 2003, at which time it will be subject to review, renewal, or expiration.

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

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JAMES MICHAEL ALLRED  
Director of Business and Accounting Services  
University of Idaho

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Date

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DAVID F. ALEXANDER, Forest Supervisor  
Payette National Forest

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Date

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Branch Chief

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT  
HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE

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AGREEMENTS COORDINATOR

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DATE