

FS Agreement No.	04-PA-11041230-017
Cooperator Tax ID No.	
Cooperator Agreement No.	
	5/25/04

PARTICIPATING AGREEMENT
between
USDA FOREST SERVICE, PAYETTE NATIONAL FOREST
and the
UNIVERSITY OF IDAHO, TAYLOR RANCH RESEARCH STATION

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Payette National Forest, hereinafter referred to as the Forest Service, and the University of Idaho, Taylor Ranch Research Station, hereinafter referred to as TRRS under the authority of the Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1-a3, National Historic Preservation Act of 1966, as amended through 2000 and the *Preserve America*, Executive Order of March 4, 2003.

A. PURPOSE:

The purpose of this agreement is to honor the intent of President Bush's executive order to "Preserve America" and to provide a framework for cooperative management activities necessary to assess the condition of American Indian archaeological properties located on TRRS property boundary and adjacent to the boundary on National Forest System lands in order to determine the best possible management and best interest of the people of the United States of America.

The primary purpose of this project will be to involve University of Idaho interns and staff to monitor, inventory, describe, photograph, map, and evaluate previously identified American Indian archaeological properties. Archaeological information is needed so that the Forest Service can determine if these properties meet the criteria of the National Register of Historic Places, and to honor the intent of the Frank Church-River Of No Return (FC-RONR) Programmatic Agreement for the management of cultural resources in the wilderness.

The secondary purpose of this project will be for the Forest Service to provide educational information pertaining to the Northern Shoshone (Tukudika) the last indigenous population to occupy the central Idaho area in 1879. A lecture will be prepared about the Tukudika from a historical and archaeological perspective and be presented during the summer Wildland Ecology class.

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B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

TRRS and the Forest Service have responsibilities and interest in preserving American Indian and Euro-American cultural resources. TRRS and the Forest Service have entered into a working agreement for the Forest Service to provide TRRS with educational information about the management of archaeological properties and history about the Northern Shoshone (Tukudika), and for TRRS to provide professional support services with the use of the aircraft landing field and providing access to National Forest system lands to further the mission of the Forest Service in honoring the intent of the National Historic Preservation Act of 1966 as amended, and the 2003 FC-RONR Programmatic Agreement for the management of cultural resources in the wilderness.

The parties agree that American Indian archaeological properties on and adjacent to the TRRS and National Forest need to be understood, in order to manage these cultural resources to meet the growing public demand for information on America's past and for opportunities for the public to participate in cultural resource management activities.

C. FOREST SERVICE SHALL:

1. Provide time for the Heritage Program Manager to prepare an educational lecture and printed material in preparation for an academic presentation during Wildland Ecology – 302 class.
2. Contribute technical assistance and support in working with the interns and staff to conducting cultural resource monitoring and inventory on and adjacent to the TRRS property boundary with the National Forest.
3. Recognize TRRS and Forest Service as partners in this project by appropriate means, i.e. press releases, and professional presentations, and publications.

D. TRRS SHALL:

1. Allow Forest Service Heritage Program personnel aircraft access to the airfield only for the above stated purposes.
2. Allow Forest Service Heritage Program personnel to walk over Taylor Ranch property so as to access the National Forest.

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3. Provide interns and staff to work with Heritage Program personnel to conduct cultural resource site inventory and monitoring on the Payette Unit of the FC-RONR wilderness.
4. Provide livestock transportation, if it is needed, to access difficult locations where archaeological properties have been previously identified or to inventory other areas in the wilderness

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
4. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.
5. MODIFICATION. 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 all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
6. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
7. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws,

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Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperators for public information, public education, or public distribution:

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that “This institution is an equal opportunity provider.”

8. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

9. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

10. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

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11. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through June 30, 2009 at which time it will expire unless extended.

12. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

13. TERMINATION. Any of the parties, in writing, may terminate the instrument is 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 possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

14. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Lawrence A. Kingsbury	Jim & Holly Akenson
Heritage Program Manager	Manager/Scientists
USDA, Forest Service, Payette National Forest	Taylor Ranch Research Station University of Idaho
800 West Lakeside Drive PO Box 1026 McCall, ID 83638	HC 83 Box 8070 Cascade, ID 83611
Phone: (208) 634-0750	Phone:
FAX: (208) 634-0744	FAX:
E-Mail: lkingsbury@fs.fed.us	E-Mail: tayranch@directpc.com

Forest Service Administrative Contact	Cooperator Administrative Contact
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

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15. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

16. AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

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

Robert F. Bottger

6/22/04
Date

for DEAN OF FORESTRY
University of Idaho

Mark J. Madrid
MARK J. MADRID
Forest Supervisor

7/14/04
Date

Payette National Forest
Heritage Program
Cultural Resources