

FS Agreement No.	04-JV-11041215-00*
Cooperator Tax ID No.	
Cooperator Agreement No.	

JOINT VENTURE AGREEMENT

between

IDAHO STATE UNIVERSITY

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 Idaho State University, represented by Dr. G. Wayne Minshall, hereinafter referred to as ISU, and the U.S. Department of Agriculture, Forest Service, Payette National Forest, 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 Forest Service needs to complete a study of the aquatic communities in the drainages of the Frank Church River of No Return Wilderness affected by fire on and near the Payette National Forest. The results of these studies will be used to prepare biological evaluations, public information, and fire management plans and comply with the monitoring requirements of the Clean Water Act and Endangered Species Act. These aquatic communities are designated critical habitat for both the threatened Snake River spring/summer chinook salmon and Snake River steelhead listed by the National Marine Fisheries Service, and Columbia River bull trout listed by the Fish and Wildlife Service. ISU has experience and has performed studies of aquatic communities at these and other sites that will be useful in this study. ISU is the sole knowledgeable entity about the actual field sites studied and the sampling history at those sites. ISU uses the field work and laboratory operations to train people about wilderness ecology and stream monitoring. Training involves use of various kinds of field equipment including sampling gear, measurement instruments, etc. Training in the laboratory includes use of preservation techniques, analytical equipment, computers, etc.

4. Provide a printed report describing the attributes at each location, the methods with which data were collected, and the results of 2005 resurveys; this document will augment the 2002 report, which assessed time trends since the beginning of sampling at all locations. A separate product will be completed that contains materials suitable for instructing a lay audience about the effects of fire on aquatic communities.
5. Provide one copy of the final document/report and product discussed above to the Forest Fisheries Biologist, Dr. David C. Burns.

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

1. FUNDING EQUIPMENT AND SUPPLIES: Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment.
2. 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.
3. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT: Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - (a) Making an administrative offset against other requests for reimbursements.
 - (b) Withholding advance payments otherwise due to the recipient.
 - (c) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

5. TAXPAYER IDENTIFICATION NUMBER: The cooperators shall furnish their tax identification number upon execution of this instrument.
6. 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.
7. 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).

13. **PRINCIPAL CONTACTS:** The principal contacts for this instrument are:

Dr. David C. Burns
USDA Forest Service
Payette National Forest
P.O. Box 1026
McCall, ID 83638
(208) 634-0700

Dr. G. Wayne Minshall
Idaho State University
Department of Biological Sciences
Campus Box 8007
Pocatello, ID 83209
(208) 282-2236

14. **COPYRIGHTING:** The cooperator is granted sole and exclusive right to copyright the publication, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

- a. The copyright in any work developed by ISU under this instrument.
- b. Any rights of copyright to which ISU purchases ownership with any Federal contributions.

15. **ELECTRONIC FUNDS TRANSFER:** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

- a. The payment recipient/cooperator does not have an account at a financial institution.
- b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
- c. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

21. **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.

22. **COMPLETION DATE:** This instrument is executed as of the last date shown below and expires on October 31, 2006, 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.

RICHARD L. BOWEN, President
Idaho State University

Date

MARK J. MADRID, Forest Supervisor
Payette National Forest

Date

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

AGREEMENTS COORDINATOR

DATE