U.S. ARMY CORPS OF ENGINEERS		1. AGREEMENT NO.				
INTERAGENCY/SUPPORT AGREEMENT						
(ER 1146-1-211)			TIAL AGREEM			
3. PROJECT TITLE			AMENDMEN	r NO.		
Habitat Suitability Modeling for Kootenai River White Sturgeon		4. EFFECTIVE DATE				
The second secon		2017-03-22 5. COMPLETION DATE				
		2017-09-30				
6. NAME AND ADDRESS OF USACE ORGANIZATION	7. NAME AND			NCY		
US Army Corps of Engineers, Libby Dam	7. NAME AND ADDRESS OF OTHER AGENCY US Geological Survey			.101		
17877 Hwy 37	Idaho Water	Idaho Water Science Center				
Libby, MT 59923	230 Collins I			•		
	Boise, Idaho	83702-4520	)			
8. SCOPE OF WORK (Additional pages may be used as needed)						
The USGS will update and expand the existing Kontenai River m	nultidimensiona	lstreamflo	w model (mod	el) to explain various		
physical factors differing quality and quantity of spawning habits	at used by the e	idangered K	cotenni River	white sturgeon (A cinenage)		
transmontanus). The updated Kootenai River 2D model will exte	nd from near Cr	meland, ID	at shout River	Cilometer (RKM) 200		
upstream to the confluence with Moyle River (about RKM 259). The model will include the entire defined spagning reach, generally						
considered to extend from about RKM 228 below Shorty's Island upstream to the top of the Straight Reach (about RKM 249).  Extending the model 28 miles below the spawning reach will allow for more adult movement data to be summarized within the						
modeling reach. The updated model will span the entire Braided	W for more adu Reach where m	tt movemen	t data to be su	mmarized within the		
multiple recent habitat restoration projects. Model simulations inc	clude neriods w	ore sumaple ithin the enc	abawuug uat	for water wases 2010 2016		
<ul> <li>Operate and expand the existing (RIC (FastMECH) 2-dimension</li> </ul>	al streamflow n	odel extent	to include an	additional 22 river		
kilometers downstream. The new Kootenai River 2D modeling ex	kient will extend	from RKM	1200 near Cor	saland ID to DVM 259		
hear me confluence with the Moyle River. The model will be upd	ated with the fo	llowing inc	luded, updated	topography, updated		
river restoration projects, updated stage and streamtlow, updated	streamflow veic	icity data:		*		
Simulate river conditions (stage, streamflow, and velocity) during the stage of the stage o	ng the spawning	season for	Water Years 2	010 through 2016;		
Review all available biological data including, adult sturgeon me     Combine the biological data with the model autum data.	ovement monit	oring, spawi	ing egg mai, r	and larval sampling data;		
Combine the biological data with the model output data;     Develop habitat curves, by reach, from the Moyie River to Copeland.						
* Summarize all methods and results in a paritten manne that describes the Government to the control of the con						
- Seminarize an nathous and results in a whiten memo that descr	ibes the flow m	odel used fo	r the completic	me the assimilation of		
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			NO THE DESCRIPTION OF STREET		
12. REPORTS (Requirements and Frequency)					
22 HVER kilometers downstream. RKM 258 near the confluence w updated river restoration projects Simulate river conditions (stage Review all available biological Combine the biological data wi	The new Kontenai River 2 ith the Moyle River. The man s, updated stage and stream e, streamflow, and velocity data including, adult sturge the model output data;	AECH) 2-dimensional streamflow model and eling extent will extend from RKM nodel will be updated with the following inflow, updated streamflow velocity data; and uning the spawning season for Water Yeon movement monitoring, spawning egg	4 200 near Copeland, ID to notuded, updated topography,		
<ul> <li>Develop habitat curves, by read</li> </ul>	ch, from the Moyie River to	Copeland.			
Summarize all methods and res topographic data; the developme habitat, by reach, based on devel	nt of discharge and stage be	describes the flow model used for the sir oundary conditions; the model calibration	nulations; the assimilation of ; and summarize the available		
13.	(Page(s) with cost b	FUNDS reakdown may be attached as necessary)			
SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL		
a. USACE AMOUNT		\$100,000.00	\$100,000.00		
b. OTHER AGENCY AMOUNT					
c. TOTAL PROJECT COST		\$100,000.00	\$100,000.00		
14. FUNDING			2		
Funds will be provided by:					
a. Transfer Appropriation	on (SF 1151, Now-Expenditure	Transfer Authorization)			
Reimbursa	able Order (31 USC 1535 - Eco	onomy Act)			
X Other (describe) G	overnment Order Purchase	Request (DD Form 448)			
b. Appropriation: 96X3123 396					
15, BILLING					
a. Request for payment will be m	ade by:	SF 1080 SF 1081	Other (describe)		
b. Frequency	Monthly Quarterly	Upon work completion Other (de	escribe)		
c. Request for payment will cite it	essalmina accountina informe	ation (describe secretary decomes at all a)			
c. Request for payment will cite the following accounting information (describe necessary documentation):  96 X 3123.0000 G3 X 08 2433 067352 2530 366LBC 396 96453 00008736					
×	a a				
d. Submit to: USACE FINANCE CENTER 5722 INTEGRITY DRIVE, N			Manual Address of the State of		
6. AUTHORITY	· · · · · · · · · · · · · · · · · · ·	7			
	U.S.C. 1535; USACE-USG	S 2004 Memorandum of Agreement;			
7.		APPROVALS			
I. NAME AND TITLE OF AUTHORIZIN James I. Hearn, SES Director, Regional Business	IG OFFICIAL FOR USACE	HEARNEJAMES. Digitally signed by HARRIJAMES_1022059965 Directly, actus, Government, oursit our PK, oursit, Government, oursit our PK, oursit, Government, oursit our PK, oursit, oursit, oursit, oursit oursi	5/2/2017		
NAME AND TITLE OF AUTHORIZING OTHER AGENCY	IG OFFICIAL FOR	SIGNATURE	DATE		
Christian Schmidt		Christian Schmit	5/3/2017		
Acting Disocker TOWS	C	Musuan orhum/	0/5/2014		



### DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT P.O. BOX 3755 SEATTLE, WASHINGTON 98124-3755

1 4 APR 2017

CENWS-OD-LI

MEMORANDUM FOR Northwestern Division, James J. Hearn, PhD, Director, Regional Business, P.O. Box 2870, Portland, OR 97208-2870

SUBJECT: Request Concurrence and Approval on Economy Act Action - U.S. Geological Survey (USGS) to Update and Expand the Kootenai River Streamflow Habitat Model for the Endangered Kootenai River White Sturgeon, Control # NWS-17-002

- 1. Reference Memorandum, NWD Commander's Policy #22-15, 4 Feb 2016, subject: Processing Economy Act Orders within the US Army Corps of Engineers (USACE) Northwestern Division (NWD).
- 2. Request approval for updating and expanding the Kootenai River streamflow habitat model for the Kootenai River White Sturgeon. The most effective and efficient way to provide these services is through an Economy Act Agreement with the USGS. We propose using the existing Memorandum of Agreement between USACE and the Department of Interior signed 16 February 2016 (Encl 1). Appropriate supporting documents required by NWD Policy #22-15 are provided as Encis 2-4. Total value is estimated at \$100,000.
- 3. Point of contact for this request is Greg Hoffman, Fisheries Biologist, Libby Dam, at (406) 293-7751 x255 or gregory.c.hoffman@usace.army.mil.

4 Encis

1. MOA Between USACE and DOI

2. Support Agreement Form ENG 4914-R

3. Certification of Availability of Funds

4. Determination and Findings

JOHN G. BUCK

COL. EN

Commanding

.J.1029059965 ou=DoD, ou=PKI, ou=USA, cn=HEARNJAMESJ.1029059965

HEARN.JAMES Digitally signed by HEARN.JAMES.J.1029059965 DN: c=US, o=U.S. Government, Date: 2017.05.02 17:48:25 -07'00'

JAMES J. HEARN, SES Director, Regional Business

Approve/Disapprove

# MEMORANDUM OF AGREEMENT BETWEEN THE U.S. DEPARTMENT OF THE INTERIOR AND THE U.S. ARMY CORPS OF ENGINEERS

Article I - Purpose and Authority.

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (USACE), and the U.S. Department of the Interior (DOI) (collectively the Parties) for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the provision of goods and services related to planning, design, environmental support, and construction assistance. This MOA is entered into pursuant to the Economy Act (31 U.S.C. § 1535).

Article II - Scope.

Goods and services that USACE may provide under this MOA include: planning; design; construction; flood risk management; environmental restoration; research and development; emergency management; hazardous or toxic materials removal; engineering or technical assistance; and such other related goods or services as may be agreed upon in the future.

Goods and services that DOI may provide under this MOA include investigations in earth sciences, biological and environmental sciences, remote sensing and geospatial data applications, environmental restoration and management, water supply management, dam safety, hydropower, engineering, construction, fish and wildlife resource management, recreation, research, information and management systems, mitigation, preservation, and interpretation of historical, cultural, and natural resources, recreation and park planning and management, training and professional development, emergency management, and such other related goods or services as may be agreed upon in the fiture.

Nothing in this MOA shall be construed to require either party to provide any goods or services to the other party, except as may be set forth in Support Agreements (SAs). SAs also commonly known as Reimbursable Support Agreements (RSAs), Interagency Agreements, and Economy Act Agreements.

For the USACE, all USACE entities, including USACE headquarters, districts, centers, laboratories, divisions, and directorates, are authorized to provide assistance under this MOA.

Article III - Points of Contact.

To provide for consistent and offective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

# For the U.S. Army Corps of Engineers

Assistant Director of Civil Works and Senior Water Resources Policy Advisor CECW-ZB, Directorate of Civil Works Phone: 202-761-0415

# For the U.S. Department of the Interior

Team Leader, Environmental Management Integration Team Office of Environmental Policy and Compliance Phone: 202-208-3901

# Article IV - Support Agreements.

In response to requests from the one party (the Ordering Agency) for the other Party's (the Servicing Agency) assistance under this MOA, the Parties shall conclude mutually agreed upon written SAs. Goods or services shall be provided under this MOA only after an appropriate SA has been signed by an authorized representative of each Party. SAs will be executed on either a DD Form 1144 or on any form acceptable to both Parties that contains the same substantive information as a DD Form 1144. By executing an SA, both Parties certify that the following Economy Act requirements have been met:

- (1) The Ordering Agency has determined that funds are available;
- (2) The Ordering Agency has determined that the order is in the best interest of the United States Government;
- (3) The Servicing Agency has determined that it is able to provide or get by contract the ordered goods or services; and
- (4) The Ordering Agency has determined that the ordered goods or services cannot be provided by contract as conveniently or economically by a commercial enterprise.

By executing an SA, both Parties also certify that any required written Economy Act
Determinations and Findings (D&F) have been completed. Upon signature by each Party's
authorized representative, an SA shall constitute a valid Economy Act order. SAs must include:

- (1) A detailed scope of work statement;
- (2) Schedules:
- (3) Funding arrangements, including whether payment shall be in advance or by reimbursement;
- (4) The amount of funds required and available to accomplish the scope of work as stated above; and

- (5) The Ordering Agency's fund citation and the date upon which the cited funds expire for obligation purposes.
  - (6) As appropriate, SAs may identify:
    - (a) Individual project managers;
    - (b) Types of contracts to be used;
    - (c) Types and frequency of reports;
    - (d) Procedures for amending or modifying the SA; and
- (e) May include such other information as may be necessary or appropriate to describe clearly the obligations of the Parties with respect to the requested goods and services, including responsibility for government-furnished equipment, contract administration, records maintenance and retention, rights to data, software, and intellectual property, and contract audits.

In the event of a conflict between this MOA and an SA, this MOA shall control.

Article V - Responsibilities of the Parties.

- a. Responsibilities of the Servicing Agency.
- (1) The Servicing Agency shall provide the Ordering Agency with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.
- (2) The Servicing Agency shall identify and authorize the Servicing Agency representatives to sign the SAs.
- (3) The Servicing Agency shall use its best efforts to provide goods or services either by contract or by in-house effort.
- (4) The Servicing Agency shall provide detailed periodic progress, financial and other reports to the Ordering Agency as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.
- (5) The Servicing Agency shall inform the Ordering Agency of all contracts entered into under each SA.
- b. Responsibilities of the Ordering Agency.
- (1) The Ordering Agency shall certify, prior to the execution of each SA under this MOA, that the SA complies with the requirements of the Economy Act, and that any required written Economy Act D&F has been completed.

- (2) The Ordering Agency shall pay all costs associated with the Servicing Agency's provisions of goods or services under this MOA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.
- (3) The Ordering Agency shall ensure that only authorized Ordering Agency contracting officers sign SAs.
  - (4) The Ordering Agency shall develop draft SAs to include scope of work statements.
- (5) The Ordering Agency shall obtain for the Servicing Agency all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from state and local agencies, as necessary during the execution of each SA.

# Article VI - Funding,

This MOA does not create any obligation of funds between the Parties nor is it intended to commit either Party in advance or excess of appropriations. Any obligation of funds in support of this MOA will be accomplished by executing an SA in accordance with Article IV.

The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA. The Servicing Agency shall bill the Ordering Agency monthly for costs incurred using Standard Form 1080, Voucher for Transfers between Appropriations and/or Funds. The Ordering Agency will use the Intra-Governmental Payment and Collection System (IPAC) to automatically reimburse the Servicing Agency. Upon request by the Servicing Agency, the Ordering Agency shall provide funds in advance of any obligation. Bills rendered will not be subject to audit in advance of payment.

If the Servicing Agency forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the Ordering Agency of the amount of additional funds necessary to complete the work under that SA. The Ordering Agency shall either provide the additional funds to the Servicing Agency, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that SA.

Within 90 days of completing the work under a SA, the Servicing Agency shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Servicing Agency shall return to the Ordering Agency any funds advanced in excess of the actual costs as then known, or the Ordering Agency shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Ordering Agency's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

# Article VII - Applicable Laws.

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required

by law, all contract work undertaken by the Servicing Agency shall be governed by the Servicing Agency policies and procedures,

Article VIII - Contract Claims and Disputes.

All contractor claims and disputes arising under or relating to contracts awarded by the Servicing Agency shall be resolved in accordance with federal law and the terms of the individual contract. The Servicing Agency shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 7101). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals for USACE contracts executed pursuant to this MOA. The Civilian Board of Contract Appeals (CBCA) is designated as the appropriate board of contract appeals for DOI contracts executed pursuant to this MOA. In lieu of appealing to the ASBCA or CBCA, the contractor may bring an action directly to the United States Court of Federal Claims.

The Servicing Agency shall be responsible for handling all disputes arising under or relating to the contracts, including litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The Servicing Agency shall notify the Ordering Agency of any such litigation and afford the Ordering Agency an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

Article IX - Dispute Resolution.

The Farties agree that, in the event of a dispute between the Parties, the Ordering Agency and the Servicing Agency shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the Parties shall elevate the issue through their respective chains of command.

Article X - Responsibilities for Costs.

If liability of any kind is imposed on the United States relating to the Servicing Agency's provision of goods or services under this MOA, the Servicing Agency will accept accountability for its actions, but the Ordering Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the Ordering Agency have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, the Ordering Agency remains responsible for seeking additional funds. Nothing in this MOA shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

Notwithstanding the above, this MOA does not confer any liability upon the Ordering Agency for claims payable by the Servicing Agency under the Federal Torts Claims Act. Provided further that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this MOA.

### Article XI - Public Information.

Justification and explanation of the Ordering Agency's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the Ordering Agency. The Servicing Agency may provide, upon request, any assistance necessary to support the Ordering Agency's explanation of the Ordering Agency's programs conducted under this MOA. In general, the Ordering Agency is responsible for all public information. The Servicing Agency may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Ordering Agency or the Servicing Agency shall make its best efforts to give the other Party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this MOA.

### Article XII - Miscellaneous.

- a. Other Relationships or Obligations: This MOA shall not affect any pre-existing or independent relationships or obligations between the Ordering Agency and the Servicing Agency nor prevent either Party from entering into other relationships.
- b. Survival: The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.
- c. Severability: If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d. Transferability: This MOA is not transferable except with the written consent of the Parties.

Article XIII - Required Reviews.

The Parties will review this MOA annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

Article XIV - Amendment, Modification and Termination.

This MOA may be modified or amended only by the written and mutual agreement of the Parties. Bither Party may unilaterally terminate this MOA by providing at least 180 days written notice to the other Party. In the event of termination, the Ordering Agency shall continue to be responsible for all costs incurred by the Servicing Agency under any SA entered under this MOA and for the costs of closing out or transferring any on-going contracts.

Article XV - Effective Date and Expiration.

Unless otherwise modified or extended per Article XIV hercof, this MOA takes effect beginning on the day after the last Party signs and expires five years after the day the last Party signs.

AGREED:

For the U.S. Army Corps of Engineers

Steven L. Stockton, P.E.

Director of Civil Works

For the U.S. Department of the Interior

Mary Jose Blanchard

Acting Director, Office of Environmental

Policy and Compliance

Date: 11 FEB 2016

Date: 2016

# Determination and Findings (D&F) for an Interagency Transaction Under the Economy Act

### In-House

Title of Effort:

Habitat Suitability Modeling for Kootenai River White Sturgeon

Requesting Agency: US Army Corps of Englneers, Libby Dam

Requirements POC:

Greg Hoffman, Fishery Biologist, gregory.c.hoffman@usace.amv.mil.

406-293-7751 x 255

Servicing Agency:

US Geological Survey, Idaho Water Science Center

Description of Effort: The USGS will update and expand the existing Kootenai River multidimensional-, streamflow model (model) to explain various physical factors affecting quality and quantity of spawning habitat used by the endangered Kootenal River white sturgeon (Acipenser transmontanus). The updated Kootenai River 2D model will extend from near Copeland, ID at about River Kllometer (RKM) 200 upstream to the confluence with Moyle River (about RKM 259). The model will include the entire defined spawning reach, generally considered to extend from about RKM 228 below Shorty's Island upstream to the top of the Straight Reach (about RKM 249). Extending the model 28 miles below the spawning reach will allow for more adult movement data to be summarized within the modeling reach. The updated model will span the entire Braided Reach, where more suitable spawning habitat is located, along with multiple recent habitat restoration projects. Model simulations include periods within the spawning season for water years 2010-2016.

Total Estimated Cost: \$100,000

### **FINDINGS**

I have reviewed the requirements for the Habitat Sultability Modeling for Kootenai River White Sturgeon. In accordance with the Economy Act, the Department of the Army intends to conduct an interagency transaction with USGS, Idaho Water Science Center:

- The use of an interagency transaction is in the best interest of the Government.
- 2. The services cannot be obtained as conveniently or economically by contracting directly with a private source. USGS has performed extensive river survey and modeling in this river reach via funding from KTOI, USFWS, BPA, and IDFG, and the information generated to date is all accessible for this effort without additional cost to the Corps. Contracting with a private source would require resurvey and modeling of the river costing significantly more for work that has already been accomplished. USGS is the only available source without excessive spending to redo survey and modeling work to do the job.
- A Support Agreement has been prepared in accordance with DoDI 4000.19 and is attached.

- 4. Funding is available to pay for the support, Joint funding for FY2017 are already available and have been budgeted for this task under the Total Estimated Cost above. The Funds Certifying Official's written concurrence is provided below, signifying that the funds cited on the Economy Act order are properly chargeable for the purposes cited in the order.
- 5. The servicing agency is able to provide the support. Using previous surveys and models created by USGS, they will update and expand the existing Kootenal River multidimensional- streamflow model (model) to explain various physical factors affecting quality and quantity of spawning habitat used by the endangered Kootenal River white sturgeon. They will update and expand the existing IRIC (FastMECH) 2-dimensional streamflow model extent to include an additional 22 river kilometers downstream and will be updated with the following included, updated topography, updated river restoration projects, updated stage and streamflow, updated streamflow velocity data. The will simulate river conditions from 2010-2016, review biological data and combine it with the model output data, and develop habitat curves for the Moyie to Copeland reaches. USGS will summarize all methods and results in a written memo that describes the flow model used for the simulations; the assimilation of topographic data; the development of discharge and stage boundary conditions; the model calibration; and summarize the available habitat, by reach, based on developed habitat curves. USGS has the capability and expertise to supply these service meeting the time restraints that are not available within our own agency. They can meet the FY17 schedule and all work will be performed in-house by USGS staff.
- 6. The transaction does not conflict with any other agency's authority or responsibility.
- A copy of the approved D&F will be provided to the non-DoD agency along with the Economy Act order.

Concurrence:

WILLIAMS.ROGER.D 

R. Dave Williams Chief, Contracting Division U.S. Army Corps of Engineers Seattle District

29 March 2017

Date

Siri Neison District Office of Counsel U.S. Army Corps of Engineers Seattle District

24 March 2017

Date

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Robert L. Frazier Chief, Resource Management U.S. Army Corps of Engineers Seattle District

31 March 2017

Date

Habitat Model for Kootenai River White Sturgeon, Control # NWS-17-002 Economy Act - D&F - USACE-USGS Seattle District, Libby Dam - 2017

## DETERMINATION

Given the findings outlined above, in accordance with 31 U.S.C. 1535, I hereby determine that it is in the best interest of the Government to place an order for Kootenai River Habitat Modeling for Kootenai River White Sturgeon with US Geological Survey under the authority of the Economy Act.

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James J. Hearn, SES Director, Regional Business U.S. Army Corps of Engineers Northwestern Division

5/2/2017

Date