

**Determination and Finding  
Economy Act of 1932**

**Servicing Agency:** United States Department of Interior, Bureau of Reclamation, Pacific Northwest Region

**Requesting Agency:** U.S. Army Corps of Engineers, Walla Walla District, Lucky Peak Dam and Lake

1. The Walla Walla District, U.S. Army Corps of Engineers (USACE) wishes to transmit separately purchased power to Macks Creek recreational site, at Lucky Peak Lake, near Boise, Idaho, over the Bureau of Reclamation's (BOR) transmission lines, for energy separately purchased from the Idaho Power Company, to provide electrical service to a seasonally occupied USACE facility, irrigation pump and safety/security lighting.

2. Because of the reasons set forth below, it is in the best interest of the Government to acquire the services identified in Reimbursable Interagency Acquisition Number 1425-06-AR-1-4813 under authority of the Economy Act (31 U.S.C. 1535).

- a) Bureau of Reclamation is currently replacing and upgrading all transmission lines to/from Arrowrock Dam while a small hydro powerhouse is being built at the dam. BOR and USACE have a Real Estate right-of-way and maintenance agreement in place since the lines are primarily on USACE land.
- b) BOR and USACE have worked in the spirit of partnership between agencies to complete the needed upgrades to the transmission lines and maximize benefits to both agencies in the process. Part of the benefits (valued at 100k) is to, while in the process of upgrading, provide needed electrical service, for USACE at Macks Creek.

3. Because of the reasons listed below, it has also been determined that the full scope of the services required for successful completion of the work listed in the Agreement cannot be obtained as conveniently or economically by contracting with a private source.

- a) Macks Creek is located in a remote area of Boise County, Idaho. There are no other electrical service lines or providers, private or public, within five miles of the site.
- b) Funding to explore and/or receive services from another source is financially prohibitive.

4. The cost to the Army for the work listed in the associated Agreement appears to be reasonable. The total cost for the period of FY 2010-2014 is \$300.00 per year for a total of \$1500.00.

5. Given the above findings, I hereby determine it is in the best interest of the Walla Walla District to place an order for the aforementioned Agreement with USGS, under authority of the Economy Act (31 U.S.C. 1535).



Claudette McDonald  
Chief, Contracting Division  
Walla Walla District

Date 30 Oct 09

## TABLE OF CONTENTS

|                                                    |   |
|----------------------------------------------------|---|
| 1. Definitions.....                                | 3 |
| 2. Authority .....                                 | 3 |
| 3. Background .....                                | 3 |
| 4. Objective .....                                 | 3 |
| 5. Responsibilities .....                          | 3 |
| 6. Specifications .....                            | 4 |
| 7. Period of Performance.....                      | 4 |
| 8. Date of Incurrence of Cost.....                 | 5 |
| 9. Budget .....                                    | 5 |
| 10. Reservation of Funds.....                      | 5 |
| 11. Payment.....                                   | 5 |
| 12. Property – This section is non applicable..... | 6 |
| 13. Modifications .....                            | 6 |
| 14. Termination .....                              | 7 |
| 15. Resolution of Disagreements .....              | 7 |

Interagency Acquisition No.: 1425-06-AR-10-4813 (IA)  
Title: Agreement for Use of Facilities and Transmission of Power  
Requesting Agency: United States Army Corps of Engineers (USACE)  
Servicing Agency: Bureau of Reclamation (Reclamation)

### WITNESSETH, THAT

WHEREAS, Reclamation hereinafter referred to the SERVICING AGENCY, has constructed the Boise Project in the State of Idaho, including facilities for transmission of power and energy; and

WHEREAS, the USACE hereinafter referred to the REQUESTING AGENCY, has constructed the Lucky Peak dam and is charged with operating and maintaining recreational facilities associated with the dam, and;

WHEREAS, the USACE desires to transmit separately purchased power to the Macks Creek recreational site over Reclamation's electrical transmission lines, and;

WHEREAS, Reclamation has allowed construction of a hydroelectric generation facility regulated by the Federal Energy Regulatory Commission (FERC) on outlet works of Arrowrock Dam which shall convey power over Reclamation's transmission facilities, and;

WHEREAS, the USACE agrees that delivery of power to the Macks Creek site is subordinate the primary purpose of the transmission facilities which is to support operation of Arrowrock Dam and other reserved works of the Boise Project, and;

WHEREAS, the USACE agrees to joint use and coordination with other parties using the transmission facilities, and;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:



through this Interagency Agreement, the REQUESTING AGENCY requests, and SERVICING AGENCY agrees:

Reclamation hereby grants rights to the United States Army Corps of Engineers to interconnect a load onto Reclamation's Arrowrock 34.5 kilovolt transmission line that runs to its point of interconnection with the Idaho Power transmission grid, approximately 43°-35'-14.38"N, 115°-59'27.36" (Mores Creek point of interconnect) to the Arrowrock Dam.. The point of usage shall be at or near the Macks Creek recreational site, approximately one river mile downstream from Arrowrock Dam, location 43°-36'-35.94"N, 115°-56'17.31". Reclamation shall reserve a capacity for use by the USACE across its transmission facilities between the Macks Creek point of delivery to the Mores Creek point of interconnect not to exceed 30 kilovolt amperes.

### **1. Definitions**

"Prudent Electrical Practice" means those practices, methods and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety and dependability and that are in accordance with the National Electrical Safety Code, the National Electric Code (NFPA 70), or any other applicable Federal, State and Local governmental codes and Idaho Power standards for interconnect to power distribution facilities.

### **2. Authority**

This IA is entered into under the authority of the Economy Act, 31 U.S.C. § 1535, which permits a Federal agency to order supplies and services from another Federal agency when the conditions described at Section 1535 of the Act apply.

### **3. Background**

The US Army Corps of Engineers (USACE) operates and maintains the Lucky Peak Dam and Lake including the Macks Creek recreational area and boat ramp facility along Arrowrock Road, Boise, County, Idaho. Because of the reasons listed below, it has also been determined that the full scope of the services required for successful completion of the work listed in the Agreement cannot be obtained as conveniently or economically by contracting with a private source.

- a) Macks Creek is located in a remote area of Boise County, Idaho. There are no other electrical service lines or providers, private or public, within five miles of the site.
- b) Funding to explore and/or receive services from another source is financially prohibitive.
- c) Electrical service at Macks Creek will provide power for park hosts, assist with meeting project irrigation needs and allow for dependable electrical service for security lighting, all of which help USACE meet their recreation mission at the lake.

### **4. Objective**

It is USACE objective to obtain transmission service over Reclamation owned lines for energy separately purchased from Idaho Power Co. to provide electrical service to a seasonally occupied USACE facility and fire suppression / irrigation pumps at the Macks Creek recreational site.

### **5. Responsibilities**

**a. Reclamation shall:**

(1) Provide transmission service for up to 30 kilovolt amperes of power purchased by USACE from Idaho Power Co. This power shall be deemed as non reserved power transmitted over approximately 5 miles of Reclamation's electrical lines. Reclamation makes no warranties on the availability, continuity or quality of the transmission service.

(2) Grant permission for USACE or their duly authorized representative to construct intertie and metering facilities at the afore referenced point of usage.

**b. The USACE shall:**

(1) Perform all construction activities within U.S. Government owned properties or rights of ways unless USACE separately obtains permissions and approvals to conduct activities or enter in upon any non U.S. lands. USACE shall be responsible for determining required easements and right of ways.

(2) Obtain all required permits, approval and clearances to perform their intended work.

(3) shall insure that all facilities are constructed in accordance with article (5) Specifications of this agreement.

(4) shall enter into an agreement with Idaho Power Company for supply of power to its facilities. Such agreement shall include adjustment for transmission line losses over Reclamation's transmission facilities and adjustment of the overall usage / generation recorded at the Mores Creek point of interconnect.

(5) Provide an annual payment per Section 9

**6. Specifications**

The USACE shall construct the interconnection facilities in accordance Prudent Electrical Practice. The interconnection facilities constructed by USACE or its agent shall include high voltage side fuse protection for overcurrent and lighting protection, power metering compatible with the metering equipment at the Arrowrock dam which shall allow remote access to metered usage by Idaho Power and a key lockable manually operated disconnect switch at the metering pole. The USACE shall maintain its equipment in good working order in accordance with Prudent Electrical Practice.

Copies of keys to operate the disconnect switch shall be provided to Reclamation. Reclamation shall have the right to disconnect and lockout the load at Macks Creek at any time for reasons of safety or maintenance of the Arrowrock line. When possible, Reclamation shall attempt to provide reasonable advance notification to USACE before disconnecting said load. USACE shall provide two copies of all available plans and specifications for the interconnection facilities.

**7. Period of Performance**

This IA is effective on 12:01 AM February 01 2010 and will remain in effect through 23:59 PM January 31, 2015. This agreement may be renewed by mutual agreement of the parties.



## 8. Date of Incurrence of Cost

The SERVICING AGENCY shall be entitled to reimbursement of costs incurred in an amount of \$300 per year commencing on February 01, 2010

## 9. Budget

The estimated funding for all years is as follows:

| <u>Period</u>          | <u>Estimated Cost</u> |
|------------------------|-----------------------|
| Current: FY2010-FY2014 | \$ 300.00 / Yr        |
| Total Estimated Cost   | \$ 1500.00<br>=====   |

## 10. Reservation of Funds

USACE has reserved fiscal year 2010 funds in the amount of \$300.00 to cover payment for services furnished under this IA. Funds obligated in any fiscal year will remain available through the termination date of this IA.

## 11. Payment

USACE will reimburse the SERVICING AGENCY for actual costs in arrears using the Intra-governmental Payment and Collection (IPAC) method. The SERVICING AGENCY will initiate IPAC billing on an annual basis for costs incurred as authorized by this IA. Billing may not begin until both parties have signed this IA. However, billing may include costs incurred retroactive to October 1, 2009, so long as such costs are otherwise reimbursable under the provisions of this IA.

a. The SERVICING AGENCY shall bill via IPAC and include the following information:

- (1) Reclamation IA Number: 1425-06-AA-10-4813
- (2) Modification Number (if applicable)
- (3) Reclamation Agency Location Code: 14-06-0905
- (4) Accounting/Appropriation/Cost Structure to be provide each fiscal year:  
For Fiscal Year 2010: [cost authority, org code, boc]  
Reclamation: 604-00036401-1000000; Org# 1000000
- (5) Time period covered by the billing
- (6) Name of Reclamation's administrative point of contact and phone number for billing information

Name Maria Flores  
Address Accountant, PN-7821  
1150 N. Curtis Rd., Suite 100  
Boise, ID 83706-0001

Phone Number (208) 378-5138

(7) Name of USACE's technical point of contact and phone number:

Name : Joyce Dunning, Operations Manager  
Address: Lucky Peak Dam and Lake  
9723 E. Hwy 21  
Boise, ID 83716

Phone Number: 208.343.0671

(8) Name of USACE's administrative point of contact and phone number for billing information

Name: Casey f. Forest, Office Manager  
Address: Lucky Peak Dam and Lake  
9723 E. Hwy 21  
Boise, ID 83716

Phone Number: 208.343.0671

b. The SERVICING AGENCY shall send supporting documentation for the IPAC billings to Reclamation's Technical Representative, at the address shown in Block 5 on the first page of this IA, to facilitate Reclamation's verification of work performed and approval prior to the completion of the fund transfer. The IPAC supporting documentation shall:

- (1) Indicate the IA number and modification number;
- (2) Provide the project name;
- (3) Include a copy of the IPAC billing; and
- (4) Include a cost breakdown for the increment of work covered by the IPAC document.

For assistance with IPAC billings, contact Reclamation's Finance and Accounting Services, Review and Analysis Team, P.O. Box 25508, D-7733, Denver, CO 80225-0508, at telephone number 303-445-3450.

**12. Property** – This section is non applicable

**13. Modifications**

Authority to modify an IA on behalf of Reclamation is expressly limited to Reclamation's Contracting Officer. Reclamation's Technical Representative does not have the authority to modify an IA.

This IA may be modified by a bilateral agreement between the parties. Any modification made to this IA shall be confirmed in writing by Reclamation's Contracting Officer prior to performance of the change. SERVICING AGENCY assumes all risks, liabilities, and consequences of performing additional work outside the specified scope of work without prior written approval from Reclamation's Contracting Officer.

Reclamation's Contracting Officer may make changes to this IA by means of a unilateral modification to deal with administrative matters such as: change in address, no-cost time extensions, the addition of previously agreed-upon funding, or de-obligation of excess funds at the expiration or termination of the

IA. Additionally, a unilateral modification may be used by Reclamation if it should become necessary to suspend or terminate the IA.

#### **14. Termination**

Either party may terminate this IA upon 30 days advance written notice to the other party. Upon termination of this agreement, USACE shall remove, at its expense, all interconnection facilities to Reclamation's transmission line.

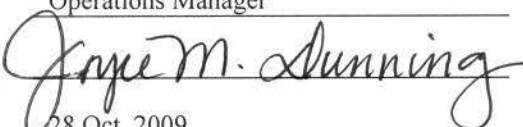
#### **15. Resolution of Disagreements**

Any dispute arising under this IA, which is not disposed of by agreement of the parties, shall be submitted jointly to the signatories of this IA. A joint decision of the signatories or their designees shall be the disposition of such dispute.

If the signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted to the Reclamation Headquarters and SERVICING AGENCY Headquarters (or their appointed designees) for resolution.

Pending the resolution of any dispute or claim pursuant to this paragraph, the parties agree that performance of all obligations shall be pursued diligently in accordance with the direction of the Reclamation signatory.

~~ End of Document ~~

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------|------------------|----------------------------|------------|---------------------|-------------------|----------------------------|---------|-----------------------|-----------------|
| <b>REIMBURSABLE<br/>INTERAGENCY ACQUISITION (IA)</b><br><br>U. S. DEPARTMENT OF THE INTERIOR<br>BUREAU OF RECLAMATION (RECLAMATION)<br>PACIFIC NORTHWEST REGION<br>Form RO-293 Revised 01/03 (previous edition obsolete)                                                                                                                                                                                                                                                                                                                                                                                           |                   | <b>Reclamation Reimbursable IA No.:</b> 1425-06-AR-10-4813<br><b>USGS Agreement No.:</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Effective Period</b></td> <td style="width: 10%;"><b>From:</b></td> <td style="width: 30%;">12/01/2009</td> <td style="width: 10%;"><b>To:</b></td> <td style="width: 10%;">11/30/2014</td> </tr> </table> <b>Modification No.:</b>                                                                                        |            | <b>Effective Period</b>        | <b>From:</b>     | 12/01/2009                 | <b>To:</b> | 11/30/2014          |                   |                            |         |                       |                 |
| <b>Effective Period</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>From:</b>      | 12/01/2009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>To:</b> | 11/30/2014                     |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>1. Project Title</b><br><u>Transmission Service for Macks Creek Recreation Area via Reclamation Owned Arrowrock Transmission Line</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>2. Authority</b><br>Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>3. Requesting Agency Name and Address</b><br>U.S. Army Corps of Engineers<br>Lucky Peak Dam and Lake<br>9723 E. Hwy 21<br>Boise, ID 83716<br><br><b>DUNS: 783724743      EIN: 91-082-8090</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                   | <b>4. Servicing Agency Name and Address</b><br>Bureau of Reclamation<br>Pacific Northwest Region<br>1150 N Curtis Road, Suite 100<br>Boise, ID 83706-1234<br>Phone 208-378-5012<br><a href="http://www.usbr.pn.gov">www.usbr.pn.gov</a><br><br><b>DUNS: 07-298-3620      EIN: 84-102-4566</b>                                                                                                                                                                                                                             |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>5. Requesting Agency IA Technical Representative (IATR)</b><br>Name, Address (if different than Block 3), Phone, Fax, and Email<br><u>Technical Representative:</u> <u>Administrative POC:</u><br><br>Joyce M. Dunning      Casey A. Forest<br>Operations Manager      Office Manager<br>U.S. Army Corps of Eng.      U.S. Army Corps of Eng.<br>Lucky Peak Dam and Lake      Lucky Peak Dam and Lake<br>9723 E. Hwy 21      9723 E. Hwy 21<br>Boise, Idaho 83716      Boise, Idaho 83716<br>208.343.0671      208.343.0671<br><a href="mailto:Casey.A.Forest@usace.army.mil">Casey.A.Forest@usace.army.mil</a> |                   | <b>6. Servicing Agency Point of Contact</b><br>Name, Address (if different than Block 4), Phone, Fax, and E-mail<br><u>Technical Representative:</u> <u>Administrative POC:</u><br>Robert Ross      Bryant Lyndaker<br>Electrical Engineer      Financial Assistance Officer<br>PN-6132      PN-3711<br>Phone 208-378-5332      Phone 208-378-5138<br>Fax 208-378-5205      Fax 208-378-5108<br><a href="mailto:rross@pn.usbr.gov">rross@pn.usbr.gov</a> <a href="mailto:blyndaker@pn.usbr.gov">blyndaker@pn.usbr.gov</a> |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>7. Accounting and Appropriation Data</b><br>Reclamation: xxx-xxxx-xxxx-xxx-xx-x-x 1032000 BOC<br>Susan Morrow will assign the reimbursable CA – she probably<br>will not be able to assign the number until the IA has been<br>signed – enter the number here with pen and ink.<br>Standard General Ledger-610A                                                                                                                                                                                                                                                                                                 |                   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>8.a Total Amount of IA:</b></td> <td style="width: 40%;"><b>\$1500.00</b></td> </tr> <tr> <td><b>8.b Funding Amounts</b></td> <td></td> </tr> <tr> <td><b>This Action:</b></td> <td>\$300.00 annually</td> </tr> <tr> <td><b>Previous Action(s):</b></td> <td>\$--0--</td> </tr> <tr> <td><b>Total Funding:</b></td> <td><b>\$300.00</b></td> </tr> </table>                                                           |            | <b>8.a Total Amount of IA:</b> | <b>\$1500.00</b> | <b>8.b Funding Amounts</b> |            | <b>This Action:</b> | \$300.00 annually | <b>Previous Action(s):</b> | \$--0-- | <b>Total Funding:</b> | <b>\$300.00</b> |
| <b>8.a Total Amount of IA:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$1500.00</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>8.b Funding Amounts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>This Action:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$300.00 annually |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>Previous Action(s):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$--0--           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>Total Funding:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$300.00</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>9. Remarks</b><br><br>USACE—MIPR #W68SBV93061896<br><br>Capital Assets? Yes ___ No <u>X</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   | <b>10. Submit Vouchers to:</b><br>IPAC: Reclamation will bill annually; and submit supporting<br>documents to USACE prior to initiating the IPAC<br>NAICS: 541330 Engineering Services<br>PSC: XXXXX<br>Treas Sym: Reclamation 14x0680--USACE 96NAX3123<br>ALC: Reclamation 14-06-0905-----USACE 8736                                                                                                                                                                                                                     |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |
| <b>11. Requesting Agency Authorized Signature:</b><br><br>Print Name <u>Joyce M. Dunning</u><br><br>Title <u>Operations Manager</u><br><br>Signature <br><br>Date <u>28 Oct. 2009</u>                                                                                                                                                                                                                                                                                                                                           |                   | <b>12. Servicing Agency Acceptance:</b><br><br>Print Name <u>Terrald Kent</u><br><br>Title <u>Program Manager</u><br><br>Signature      _____<br><br>Date      _____                                                                                                                                                                                                                                                                                                                                                      |            |                                |                  |                            |            |                     |                   |                            |         |                       |                 |