

*sent 12/12/01*

Operations Division

Mr. Roy Stuart  
U.S. Forest Service  
Prospect Ranger District  
47201 Hwy 62  
Prospect, Oregon 97536

Dear Mr. Stuart:

Enclosed are two copies of the Economy Act Agreement between the U.S. Army Corps of Engineers, Portland District, and the USDA Forest Service, Rogue River National Forest, Prospect Ranger District.

This Cooperative Agreement provides for Forest Health Services at the Rogue River Basin Projects for a period of 5 years from execution of the agreement.

Please sign and date both copies and return one to us for execution. The return copy should be sent to the attention of Mr. Kevin Paff, CENWP-OP-SR. If you have any questions, please contact Mr. Paff at (503) 808-4327.

Thank you for your attention to this matter. We look forward to your support in providing forest health services at the Rogue River Basin Projects.

Sincerely,

Thomas E. Savidge  
Chief, Operations Division

Enclosures

**SIGN**  
*For* **SAVIDGE**  
 OP  
**GOODELL**  
 OP-S  
**VANNEST**  
 CT  
**BRILLING**  
 OC  
**TROGLIN**  
 OP-SR  
 PAFF  
 OP-SR  
 7Dec01  
 4327/sw

**ECONOMY ACT AGREEMENT**  
**between**  
**U.S DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS,**  
**ROGUE RIVER BASIN PROJECT**  
**and the**  
**USDA FOREST SERVICE, ROGUE RIVER NATIONAL FOREST,**  
**PROSPECT RANGER DISTRICT**

This **ECONOMY ACT AGREEMENT**, is hereby entered into by and between the U.S. Army Corps of Engineers, Rogue River Basin Project, (hereinafter referred to as the "CORPS") and the USDA Forest Service, Prospect Ranger District (hereinafter referred to as the "FOREST SERVICE") under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub.L. 97-258 and 98-216).

W I T N E S S E T H

WHEREAS, the construction of the Rogue River Basin Project was authorized by the Flood Control Act of 1962 (Public Law 87-874, 87th Congress, 2nd Session, House Document 556), approved 23 October 1962; and

WHEREAS, it is the responsibility of the Corps, in administering the Projects' lands to provide the public with safe and well maintained facilities; and

WHEREAS, the U.S. Army, Corps of Engineer, Rogue River Basin Project administers approximately 8,000 acres of forested lands; and

WHEREAS, the Forest Service operates under generally complementary Congressional mandates in managing adjacent tracts of federal lands in the vicinity of the Rogue River Basin Project.

WHEREAS, Congress has authorized government agencies to enter into agreements for goods and services when it is in the best interest of each agency and when cost savings will result; and

NOW, THEREFORE, for and in consideration of the promises and mutual benefits and advantages occurring hereunder to each party hereto, it is agreed by and between the Corps and Forest Service that:

ARTICLE 1.        Plan of Operation

a. The Corps and the Forest Service have agreed to a Plan of Operation which describes the scope of work and extent of

forest health services to be provided by the Forest Service in accordance with this agreement. Each specific Plan of Operation, as concurred in by the Forest Service, will be attached hereto as a specified Task Order and made a part hereof.

b. It is recognized and understood that the Corps and the Forest Service may, at the request of either party, renegotiate the Plan of Operation. The renegotiated Plan of Operation shall, upon written acceptance thereof by both parties, supersede the existing Task Order.

ARTICLE 2.       Obligation of the Forest Service

a. The Forest Service shall:

1. Provide forest health services on Project lands within Jackson County, in accordance with schedules and duties described in the Plan of Operation, with payment by the Corps in accordance with Article 3 of this agreement.

2. Provide the personnel, required equipment and materials to provide forest health services requested by the Corps in accordance with subparagraph (1) above.

ARTICLE 3.       Obligations of the Corps

a. The Corps shall:

1. Subject to the availability of funds, the Corps agrees to pay the Forest Service for the total cost of forest health and related services performed by the Forest Service in accordance with this agreement. At the request of the Forest Service, partial payment may be made as the services are performed based on billings as identified in the Plan of Operation under Article 1 and as approved by the Corps.

ARTICLE 4.       Period of Services

The period of this agreement shall be from the date of execution for a period of 5 years and may be terminated by mutual agreement, or on written notice from either party to the other, as set forth in Articles 5 and 6. This agreement shall be reviewed by both parties annually. Subject to available funds, the Task Orders may be renegotiated annually.

ARTICLE 5.       Default

In the event that either party to this agreement fails to meet any of its obligation hereunder, the other party may immediately terminate the whole or any part of this agreement.

Such termination shall be effected by written notice of either party to the other.

ARTICLE 6. Termination of Convenience

Either party, in writing, may terminate this 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.

ARTICLE 7. Modifications and Amendments

Modifications within the scope of this instrument shall be made by mutual consent of both parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Corps is not obligated to fund any changes not properly approved in advanced.

ARTICLE 8. Obligation

Nothing herein shall be considered as obligating the Corps to expend funds or obligate for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto. The obligations under this agreement shall not exist until execution of the Plan of Operation by the parties.

ARTICLE 9. Principal Contacts

The principal contacts for this instrument are:

**Corps Project Contact**

Ron Howard  
Rogue River Basin Project  
100 Cole M. Rivers Drive  
Trail, OR. 97541  
Phone: 541-878-2255  
Fax: 541-878-3588  
E-Mail: [ronald.e.howard@nwp01.usace.army.mil](mailto:ronald.e.howard@nwp01.usace.army.mil)

**Forest Service Project Contact**

Roy Stuart  
Prospect Ranger District  
47201 Hwy 62  
Prospect, OR. 97536  
Phone: 541-560-3400  
Fax: 541-776-4196  
E-Mail: [royfstuart/r6/usdafs@fsnotes](mailto:royfstuart/r6/usdafs@fsnotes)

**Corps Administrative  
Contact**

Kevin L. Paff  
U.S. Army Corps of Engineers  
Portland District  
P.O. Box 2946  
Portland OR. 97208-2946  
Phone: 503-808-4327  
Fax: 503-808-4329  
E-Mail: [kevin.l.paff@nwp01.usace.army.mil](mailto:kevin.l.paff@nwp01.usace.army.mil)

**Forest Service Administrative  
Contact**

Jill W. Zan  
Rogue River National Forest  
P.O. Box 520  
Medford, OR. 97501  
Phone: 541-858-2246  
Fax: 541-858-2220  
E-Mail: [jzan@fs.fed.us](mailto:jzan@fs.fed.us)

ARTICLE 10. Billing

Billings shall be submitted to the following address:

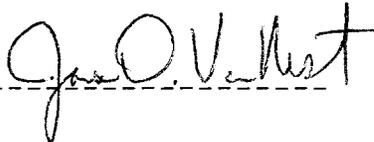
U.S. Army Corps of Engineers, Rogue River Basin Project,  
100 Cole M. Rivers Drive, Rail, OR. 97541  
ATTN: Norm Bloom

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

U.S. ARMY CORPS OF ENGINEERS

USDA FOREST SERVICE

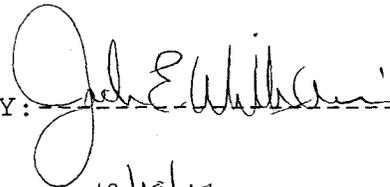
BY:-----



Date:--12-11-01

James D. Van Nest  
Contracting Officer  
U.S. Army Corps of Engineers  
P.O. Box 2946  
Portland, OR. 97208

BY:-----



Date:--12/19/01

Jack E. Williams  
Forest Supervisor  
Rogue River National Forest  
P.O. Box 520  
Medford, OR. 97501

APR 18 2003

*I did better on the original!*

Operations Division

Mr. Scott Conroy, Forest Supervisor  
U.S. Forest Service  
Rogue River National Forest  
P.O. Box 520  
Medford, Oregon 97501

Dear Mr. Conroy:

Enclosed are two copies of the of Task Order 2003-01 to the Cooperative Agreement between the U.S. Army Corps of Engineers, Portland District, and the USDA Forest Service, Rogue River National Forest, Prospect Ranger District.

Please sign and date both copies and return one to us for execution. The return copy should be sent to the attention of Mr. Kevin Paff, CENWP-OP-SR. If you have any questions, please contact Mr. Paff at (503) 808-4327.

Thank you for your attention to this matter. We look forward to your support in providing forest health services at the Rogue River Basin Projects.

Sincerely,

Deborah L. Chenoweth  
Chief, Operations Division

Enclosures

*Chenoweth*  
OP *PK*  
*Mazar*  
OP-S *PK*  
4-18  
*WanNest*  
CT  
4/18/03  
*Breiling*  
OC  
*DI* 4/18  
Trogli  
OP-SR  
*KW* 4/18  
Paff/lsp  
OP-SR  
11Apr2003  
x4327

Task Order No. 03-01

1. INTRODUCTION

In accordance with the signed cooperative agreement, the USDA Forest Service will provide data gathering services to support forest health, as described below, at the following Corps of Engineers Project locations within Jackson County. The Corps of Engineers will use the information to protect and perpetuate forest and vegetative resources on project lands and increase the value of such lands for biodiversity, wildlife, recreation and to promote scenic viewsheds and natural ecological conditions.

2. DESCRIPTION OF WORK AREA

Services will be performed on Lost Creek Lake fee owned and BLM withdrawn lands within the project boundary.

3. PERIOD OF SERVICE

Services will be performed between 1 May 2003 and 30 September 2003.

4. TASK

In concert with Corps of Engineers personnel, the Forest Service shall:

- Research and gather existing data and information from various sources.
- Have resource specialists review the existing data and identify data gaps.
- Generate a compilation of existing and needed data.
- Produce GIS maps and preliminary analyses from information obtained.
- Provide the Army Corps of Engineers with all compiled information in formats that are compatible with Corps software and computer systems.

5. PRICE OF ESTIMATE

The Forest Service will provide services as stated in #4 (Tasks), total cost not to exceed \$5,000.00.

6. COMPENSATION

The Forest Service shall be paid for services provided for in this task order as stated in ARTICLE 3 of the Cooperative Agreement. The Corps will not be held liable for payment of any money for work performed not included in this task order. Additional work, if necessary, will be covered by separate task orders.

7. PAYMENT

The Forest Service shall furnish the Corps with an invoice once the work has been completed or partial payment maybe be requested as stated in ARTICLE 3 of the Cooperative Agreement. Invoices shall be submitted in triplicate as follows:

- a. The original and two (2) copies to:

The District's Representative designated in paragraph 8(a) below, who will review and certify it for accuracy and forward it for payment.

8. AGENCY REPRESENTATIVES AND POINTS OF CONTACT

a. Mr. James A. Buck, Operations Manager, Rogue River Basin Project, Corps of Engineers, 100 Cole M. Rivers Drive, Trail, Oregon , 97541-9607, telephone (541) 878-2255, is hereby designated the Portland District Engineer's Representative for this Task Order. Mr. Ronald E. Howard, Park Manager, Lost Creek Lake, telephone (541) 878-2255, is designated Point of Contact for all other matters covered by this Task Order.

b. Mr. Roy Stuart, USDA Forest Service, 47201 Hwy 62, Prospect, Oregon, 97536, telephone (541) 560-3400, is hereby designated the Forest Service Point of Contact for this Task Order.

c. The Portland District Commander or the Forest Supervisor for the Rogue River National Forest may change representatives and Points of Contact by providing "Notice" thereof to the other party with the effective date of such change.

d. Additional Points of Contact to expedite decisions may be made by separate designation by the Portland District Commander or the Forest Supervisor for the Rogue River National Forest.

9. APPROVAL

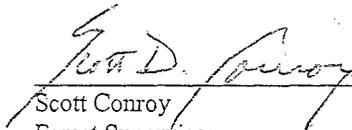
The date of approval for this Task Order shall be the date on which it is signed by the Portland District Commander, U.S. Army Corps of Engineers or his designated representative or agent.

U.S. ARMY CORPS OF ENGINEERS  
PORTLAND DISTRICT

  
\_\_\_\_\_  
James D. Van Nest  
Contracting Officer

4-18-03  
DATE

USDA, ROGUE RIVER NATIONAL FOREST

  
\_\_\_\_\_  
Scott Conroy  
Forest Supervisor

4-28-03  
DATE

DETERMINATION AND FINDINGS FOR ECONOMY ACT PURCHASES AND COOPERATIVE AGREEMENTS AND MEMORANDA OF AGREEMENT (MOA)

1. The requirement for [supply, service, etc.] Forest Health that [requiring entity] OP-E proposes to place with USDA Forest Service as an inter-agency order under the Economy Act (31 USC 1535) or the Cooperative Agreement Act (31 USC 6305) and/or other statute (s) (31 USC 6305; PFA 1950; CSA Flood Control Act of 1950) has been reviewed and resulted in the following findings:

- a. The proposed acquisition is authorized under the law(s) cited above.
- b. The Portland District Corps of Engineers is authorized to acquire the items ordered above.
- c. Adequate funds are available. (See below)
- d. The action does not conflict with any other agency's authority or responsibility (see FAR Part 8 & DFAR Part 208).
- e. It is in the best interests of the Government to obtain the items ordered from the supplying agency because [check all that apply]:

- (1) Requesting office and organization lacks the resources to do it (if services) on its own.
- (2) Providing office and organization can provide goods or services more efficiently considering time required and/or economically than requester through procurement contract.
- (3) The servicing entity has unique experience or ability not available within DOD.
- (4) It is a statutory requirement to procure the items ordered from the supplying entity.
- (5) The requesting and supplying entities have long-term statutory goals and missions that can only or best be achieved by the parties entering into the proposed agreement.
- (6) Existing statutory authorities make the parties in effect statutory partners in the achievement of their statutory missions and require a long-term partnering arrangement between or among the governmental entities party to the agreement.
- (7) Practical factors in achieving agency missions and statutory goals require that the parties enter into the proposed agreement to achieve the agency missions and goals.
- (8) Other: Existing Economy Act Agreement

f. The servicing entity or entities regularly perform the type of work required, and will accept the order, and can satisfy the requirement(s).

g. The items ordered are clearly within the scope of activities of the providing entity, and that entity normally contracts for those supplies or services for itself.

h. The cost to the District for the requirement, including administrative fees charged by the supplying entity, appears to be reasonable. The fees proposed to be paid to the servicing entity do not exceed the servicing entity's actual cost (or estimated costs if actual costs are unknown) of entering into and administering the contract or other agreement under which the order is filled.

i. The contract administration procedures related to the entity's contract are adequate for District requirements (or the order contains additional contract administration requirements for contract administration procedures that comply with DOD and Army regulations and policies.)

j. All approvals and authorizations required by law or regulation or policy have been obtained.

k. The requirement is a bona fide need for the District.

2. Given the above findings, it is hereby determined that it is in the best interest of the Government to place an order for the above identified items with the above identified supplying entity or entities under the legal authority or authorities cited above.

3. APPROPRIATIONS DATA: Amount: \$ 5,000<sup>00</sup>  
Citations: 40 210 21600

4. APPROVALS: Legal Sufficiency (Counsel): J. Breiting  
Approving official or Contracting Officer: J. O. Vallet

Date: 4/18/03  
Date: 4-18-03