

PLANNING ASSISTANCE TO STATES PROGRAM  
LETTER OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY

AND

OREGON DEPARTMENT OF FISH AND WILDLIFE

FOR THE MALHEUR BASIN WATER QUALITY STUDY AND CARP CONTROL PLAN

THIS AGREEMENT is entered into this 16 day, of SEPT, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the Oregon Department of Fish and Wildlife (hereinafter the "Sponsor").

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act ("WRDA") of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States in the preparation of comprehensive plans for the development, utilization and conservation of water and related land and resources and

WHEREAS, section 319 of the WRDA of 1990 (Public Law 101-640) authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering 50 percent of the cost of the program; and

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and identified the need for planning assistance as described in the Scope of Work incorporated into this agreement; and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in the study cost-sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, Section 208(1) of WRDA of 1992, Public Law 102-580 (codified at 42 U.S.C. Section 1962d-16(b)(2)), authorizes the Sponsor to contribute up to 100% of the non-Federal contribution for preparation of the Plan by the provision of services, materials, supplies or other in-kind services necessary to prepare the Plan.

NOW THEREFORE, the parties agree as follows:

A. The Government, subject to receiving funds appropriated by the Congress of the United States (Congress), using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress, shall expeditiously prosecute and complete the Study described in Appendix A attached hereto.

B. The Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs. If agreeable to all parties, in-kind services may comprise one hundred (100) percent of the Sponsor's contributions.

C. No Federal funds may be used to meet the Sponsor's share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

D. . The Government shall maintain current records of contributions provided by the parties, current projections of study costs, current projections of each party's share of Study Costs. See Appendix B, Cost Estimate As of the effective date of this agreement, estimated study costs are \$15,000.00 and the Sponsor's share of estimated Study Costs is \$7,500.00. In order to meet the Sponsor's contribution for its half share of the estimated study costs, the Sponsor must provide an in-kind contribution currently estimated to be \$7,500.00. The dollar amounts set forth in this article are based upon the Government's best estimates, which reflect the scope of the study described in Appendix A and projected costs, Appendix B. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

E. Before any Party to the Agreement may bring suit in any court concerning an issue relating to this Letter Agreement, such party must first seek in good faith to resolve the issue through negotiation or other form of nonbinding alternate dispute resolution mutually acceptable to the Parties.

E. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsor shall have any further obligations hereunder.; provided, that prior to such time and upon 30 days written notice, either party may terminate or suspend this Agreement.

F. This Agreement shall become effective upon the signature of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which, subject to the provisions of Article II.G. of this Agreement, shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Walla Walla.

**DEPARTMENT OF THE ARMY**

BY: *Dave Caldwell*  
Dave Caldwell  
District Engineer

Walla Walla District

**OREGON DEPARTMENT OF FISH  
AND WILDLIFE**

BY: *Debbie Colbert*  
DEBBIE COLBERT  
DEPUTY DIRECTOR FOR  
ADMINISTRATION

Attachments - Scope of Study, Budget Estimate

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
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DATE: 9/9/10

**Appendix A**  
**Malheur Basin Water Quality Study and Carp Control Plan**  
**Burns, Oregon**  
**Scope of Work**  
**July 21, 2010**

Background

Malheur Water Basin is located in south eastern Oregon. President Theodore Roosevelt signed an Executive Order, creating Malheur Migratory Bird Refuge (now Malheur National Wildlife Refuge) in 1908 to “preserve the habitat values for migratory waterfowl, and especially, the colonial nesting species.” Historically, Malheur Basin’s lakes and wetlands were renowned for their productivity and amazing waterfowl and water bird populations. The incredible birdlife was supported by healthy and diverse populations of aquatic vegetation that thrived in the areas clean water. Before carp invaded, duck production averaged over 111,000/year in the 1940’s, and peaked at 147,000 in 1948.

During the early 1900’s many lakes were stocked with carp to provide a food source for people living in isolated areas. Although it’s not confirmed, it’s believed that Malheur Lake may have been planted with carp. After the carp invasion, water quality became poor and the aquatic vegetation populations collapsed. Duck production declined to an average of less than 30,000 annually, with similar declines in the use of Malheur by migrant colonial birds (Ivey et. al. 1998). Due to the presence of carp in Malheur waters, the refuge’s waterfowl production has been lowered to less than 25% of its historic capability and many species of colonial water birds no longer frequent Malheur Lake. Additionally, carp have impacted native fish populations such as the redband trout as well as other aquatic fauna. Because of the carp infestation, Malheur Wildlife Refuge is unable to fulfill its purpose. Considering the value of waterfowl and redband trout alone, carp have caused a great economic impact. Research needs to be directed towards finding viable solutions to minimize or eliminate carp impacts to freshwater wetlands.

From the 1950s through the 1990s, periodic rotenone treatments were used to control carp in the Refuge’s aquatic systems, which temporarily restored water quality , aquatic vegetation productivity, water bird populations and waterfowl production for a period of 2-4 years, before carp rebounded to pre-control levels. This non-selective method impacted native fishes (e.g., redband trout, suckers) and mussel populations. A variety of control strategies are needed to reduce and maintain carp populations to a benign level. Such strategies might include traps, passage deterrent structures, commercial harvest, electro-shocking, chemical attractants, selective toxic baits, biological control agents, passive fishing and enhancement of habitat to support populations of piscivorous (fish eating) birds.

Goals

The primary objectives of this project are: (1) Create a comprehensive management plan to help improve water quality of Malheur lake and its connecting water bodies in the

**Appendix B**  
**Malheur Basin Water Quality Study and Carp Control Plan**  
**Cost Estimate**

The total estimate for the proposed planning effort is \$7,5000.00. Costs are shared 50/50 as shown below.

Task		COE	ODFW In-kind
Task 1 – Site visits and data coordination	Corps, travel costs (3 day) ODFW , logistics and access	Labor \$0	\$1780
Task 2 – Baseline fish survey	ODFW will conduct 4 day s of sampling and produce a letter report	Labor \$0	\$4000
Task 2 – Prepare Draft Comprehensive Carp Management Plan	Corps	Labor \$5000	\$860
Task 4 – Prepare final Comprehensive Carp Management Plan	Corps	Labor \$2500	\$860
Total		\$7500	\$7500

Costs are shared 50/50.  
50% Federal = \$7,500  
50% Non-Federal in-kind= \$7,500