



EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

Recovery Plan And Resource Guide



June, 2013

Idaho NRCS Home Page: <http://www.nrcs.usda.gov/wps/portal/nrcs/site/id/home/>

The Natural Resources Conservation Service (NRCS) provides EWP assistance to sponsors and individuals to address threats to life and property due to sudden watershed impairment resulting from a natural disaster. These natural disasters may include wildfires, floods, earthquakes, severe weather, and drought.



This emergency recovery plan provides guidelines that address actions and interagency coordination Idaho NRCS will follow when an emergency is declared and the EWP Program is initiated.



USDA Nondiscrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#) (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

Recovery Plan Table of Contents

SUBJECT

IDAHO RECOVERY PLAN BACKGROUND

- Purpose
- Authorities

INTRODUCTION

EMERGENCY WATERSHED PROTECTION PROGRAM

- Program Defined
- Types of Emergencies
- Program Criteria
- Eligible Activities
- Ineligible Activities
- Sponsors
 - General Sponsor Responsibilities
 - Land rights Acquisition Responsibilities
- Cost Share
- Contracting Procedures
 - Federal Contract
 - Locally-led Contract
 - Locally-led Contract with Landowners
 - Force Account contract
 - Performance of Work Contract
- In-Kind Contributions
- Floodplain Easements

NRCS EMERGENCY RECOVERY PROCEDURES

- Purpose
- Definitions
- Flood and Fire Emergency Procedures
 - Document the Event
 - Initial Eligibility Determination
 - Determine Sponsorship
 - Request for Financial and Technical Assistance
 - Eligibility Assessment
 - Project Design
 - Permitting
 - U.S. Army Corps of Engineers
 - U.S. Fish and Wildlife Service
 - State Historic Preservation Officer
 - Local Permits
 - Project Agreement
 - Contracting Process
 - Construction Inspection
 - Project Completion and Acceptance

- Project Evaluation
- Project Follow-up
- Emergency Recover Process Flow - Flood or Fire
 - Eligibility Flow Chart - Flood or Fire
 - Implementation Flow Chart - Flood or Fire
- Drought - Emergency Process Described
 - Drought Disaster Declaration Process
- NRCS EWP Actions
- Request for Funding/Approval

EMERGENCY RECOVERY COMMUNICATION PLAN

- Goals
- Objectives
- Audience
- Roles and Responsibilities

TYPICAL MEASURES

Flood

- Restore Stream Channel Capacity
 - Clearing and Snagging
- Stabilize and Protect Streambanks
 - Bank Shaping and Vegetating
 - Jacks/Jack Fields
 - Log, Rootwad and Boulder Revetment
 - Rock Riprap
 - Stream Barbs
 - Vegetated Rock Gabions/Gabions
- Repair or Remove Damaged Dams, Dikes, and Levees
- Protect Structures Located in Floodplains
 - Dikes
 - Non-Structural Measures
 - Floodplain Easements
- Restore Damaged Upland Areas of Watersheds
 - Critical Area Planting
 - Mulching, Netting, and Matting
 - Gabions/Gabion Revetment
 - Grade Stabilization Structure
- Additional Wildlife Habitat Enhancement Practices
 - Boulder Clusters
 - Boulder or Log Weir
- Temporary Measures during Repairs
 - Silt Fence
 - Straw Bale Barrier
 - Temporary Seeding
 - Topsoiling

Fires

- Land Treatment
 - Mulching
 - Seeding
 - Contour Felling or Log Erosion Barriers
 - Straw Wattles

- Silt Fences
- Tilling
- Disking
- Channel Treatments
 - Grade Stabilizers
 - Rock Grade Stabilizers
 - Log Grade Stabilizers
 - Check Dams
 - Log Check Dams
 - Straw Bale Check Dams
 - Bank and Channel Armoring
 - Channel Clearing and Snagging
 - Debris Basins
- Drought
 - Drought Watershed/Downstream Protection Measures
 - Prescribed Grazing
 - Deferred Grazing

RESOURCE GUIDE

Contacts for Emergency Watershed Assistance

- Local Contacts
- Federal and State Contacts
- Idaho County Contacts
- Idaho Tribal Contacts

Government Agency Program Resources

NRCS Documents/References

- Sample Letter Requesting EWP Assistance
- Form NRCS-ADS-78
- Sample Operation and Maintenance Agreement Plan
- NRCS Damage Survey Report
- Frequently Asked Contracting Questions
- Sample Project Agreement for a Federal Contract
- Sample Cooperative Agreement for Locally-Led Contracting
- Sample Cooperative Agreement for Locally-Led with Landuser
- Sample Cooperative Agreement for Force Account Contract
- Sample Cooperative Agreement for Performance of Work
- Sample Plan of Operations for use with Force Account/Performance of Work
- Attachments A & B
- Sample In-Kind Calculation Worksheet
- Case File Documentation Checklist
- Procedures for Cultural Resource Clearances
- Threatened and Endangered Species in Idaho
- Idaho Fire Response Plan
- Bureau of Land Management Supplemental Emergency Stabilization Rehabilitation Plan
- Idaho State Mitigation Officer
- State of Idaho Hazard Mitigation Plan

IDAHO RECOVERY PLAN

PURPOSE

This Emergency Recovery Plan outlines action and process for implementation of the Emergency Watershed Protection program by the Natural Resources Conservation Service in Idaho.

To outline the Emergency Response Plan (ERP) for the State of Idaho that will enhance communication, cooperation, and coordination with various agencies when dealing with natural disasters. The outcome of this enhanced coordination will be improved delivery of NRCS assistance to communities and individuals following a natural disaster along with future disasters.

AUTHORITIES

NATIONAL EMERGENCY WATERSHED PROTECTION PROGRAM (NEWPP)

Statutory Authorities

-  Public Law 81-516 Section 216, 33 U.S.C. 701b
-  Public Law 95-334 Section 403 of Title IV of the Agricultural Credit Act of 1978

Program Regulations

-  7 CFR 624

NRCS Program Policy

-  Title 390, National Emergency Watershed Protection Program Manual, Amend. 3, November 2010
-  Idaho State Emergency Response Plan (ERP) is required to be updated at a minimum once every two years.
-  ERP policy is contained in NEWPPM 505.00

Overview

-  Assistance provided due to a sudden watershed impairment.
-  Creates an imminent threat to life or property as determined by the State Conservationist
-  Recovery assistance consists of measures for repair and restoration of eligible sites
-  A Presidential disaster declaration is not required for NRCS to implement the EWP program

Eligibility for Recovery Assistance

-  Assistance is made available to Project Sponsors

A Project Sponsor is:

-  Any legal subdivision of State Government;
-  Cities, Counties, Municipal Authorities, Conservation Districts, Flood Control Districts and Tribes

A Project Sponsor MUST be Willing and Able to Complete the Following:

-  Have legal interest in threatened areas;
-  Be capable of obtaining all easements and permits;
-  Be capable of carrying out O&M responsibilities;
-  Be capable of administering contracting when part of a local agreement
-  Submit a written request to the STC for assistance within 60 days after the event
-  Provide 25% matching funds or in-kind services for all project costs including – engineering measures, ecological measures, consultation terms and conditions requirements and all permit requirements
-  As Sponsor you must be willing to enter into an agreement with NRCS

What Sponsors make the most likely candidates?

-  Cities?
-  Counties?
-  Flood Control Districts?

-  Conservation Districts?
-  Tribes?

Eligibility Measures

-  Assistance provided only for measures that:
 -  Reduce threats to life or property;
 -  Provide protection from additional flooding or soil erosion;
 -  Remove debris deposited by an event;
 -  Restore the Hydraulic capacity, not to exceed pre-event conditions;
 -  Are economically, socially, environmentally defensible and technically sound

Typical Eligible Disasters Include:

-  Floods
-  Fires
-  Earthquakes
-  Volcanic Eruptions
-  Drought

Ineligible Actions

-  EWP funds **will not** be used for providing:
 -  Assistance on any Federal Lands (exceptions);
 -  Assistance for structural measure more than twice in 10 years;
 -  O&M on periodic or routine work;
 -  Solve watershed problems that existed prior to the natural disaster
 -  Assistance for repair, rebuilding or maintenance of public or private transportation facilities;
 -  Assistance on levee repair efforts on rivers or streams that have a drainage area greater than 400 square miles (exceptions);

-  Increasing channel capacity greater than pre-disaster conditions;
-  Removal of sediment from reservoirs or debris basins;
-  Assistance to rehabilitate structural, enduring, or long life conservation practices eligible for funding through FSA's ECP

Exigency Situations

-  EWP funds typically are available for:
 -  The removal of **immediate** threats to life and or property

Introduction

The Emergency Watershed Protection (EWP) program began in the 1970s and since its' inception over \$1.6 Billion in EWP funds have been appropriated to the states. This EWP Emergency Response Plan is intended to assist the Natural Resources Conservation Service (NRCS) staff and others with the implementation of our EWP program. Since each field office isn't involved with emergency events on an annual basis, the intent is to provide a useful tool that can be used to help guide the field office through a potentially infrequent emergency situation. This Emergency Response Plan addresses several areas such as initial response, agency contacts, eligibility criteria, sponsor roles and responsibilities, establishing emergency response teams, examples DSRs, agreements etc. Each event will be unique creating numerous opportunities and challenges. Hopefully this document becomes a useful tool for providing meaningful technical and financial assistance in dealing with natural disasters on public lands.

When an emergency occurs within the State and NRCS is involved, the State Conservationist has determined the emergency work will take priority over other program activities. Other NRCS Idaho Team members from throughout the state may need to be involved depending on the extent of the disaster.

This document serves: (1) to describe the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program and (2) to outline an Emergency Recovery Plan (ERP) for the State of Idaho NRCS.

The objective of the EWP Program is to assist in relieving imminent hazards to life and property from floods, fires and other natural disasters that cause sudden watershed impairment. The definition of sudden watershed impairment is when damage results from a single natural occurrence or a short-term combination of occurrences that degrade natural resource conditions and functions. For the watershed to be eligible for assistance, the imminent threat to life or property must exceed that which existed before the impairment. Therefore, if the resource problem existed before the event, or it has been an ongoing problem, it would not be eligible.

In Idaho, along with other Pacific Northwest states we have an additional challenge of implementing the EWP program in a "fish friendly" manner which will not adversely affect threatened and endangered species that exist (See Resource Guide for listings). Several species use Idaho's streams and rivers for spawning, rearing and returning to the ocean. As a result, conflict may arise between the need for environmentally "soft" projects that will be "hard" enough to protect the property in question. In these cases consultation with National Marine Fisheries Service (NMFS) is required and the nature of the solution negotiated.

The ERP describes how NRCS will work cooperatively with other Federal, State and local entities involved in recovery work to increase efficiency and effectiveness in response to natural disasters. The ERP will be utilized as a primary reference material when a natural disaster occurs and an emergency is declared.

This plan will enhance communication, cooperation, and coordination with various agencies when dealing with natural disasters. The outcome of this enhanced coordination will be improved delivery of NRCS assistance to communities and individuals following a natural disaster.

Emergency Watershed Protection Program

Program Defined

The NRCS Emergency Watershed Protection (EWP) Program" assists sponsors and individuals with emergency recover measures to relieve imminent threats to life and property from sudden watershed impairments caused by a natural disaster. This program is for recovery work, not emergency response during a disaster. Typical natural disasters in Idaho include floods, wildland fires, debris flows and land mass-wasting, windstorms and severe weather, and earthquakes. The EWP

program can be used to restore watersheds to stable hydrologic function. EWP cannot be used for long-term flood control or general maintenance of natural resources. NRCS provides technical and financial assistance to communities ravaged by natural disasters.

The Natural Resources Conservation Service administers the program through the following authorities:

- ✚ Section 216, Public Law 81-516,
- ✚ Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and
- ✚ Section 382, Title III, of the 1996 Farm Bill, Public Law 104-127.

Responsibility for the program was assigned to the Secretary of Agriculture and delegated to the Chief of NRCS. State Conservationists administer EWP in their respective states and have sole authority to declare watershed emergencies. Emergencies can be either a Presidentially Declared Disaster or locally declared.

All applicable Federal, State and local laws and regulations must be adhered to in carrying out emergency watershed protection measures.

Under procedures established by NRCS, the Forest Service administers EWP measures on national forest and national grasslands with the National Forests, on adjacent rangelands that are administered under a formal agreement with the Forest Service, and on other forest lands. NRCS and USFS will coordinate and complete the damage assessment and eligibility determinations.

As mutually agreed, either NRCS or USFS will perform the emergency work. NRCS will assist in the construction inspection process to the extent required to ensure that work is performed within the scope of the program and is of acceptable technical quality. Funds will be transferred to the USFS by NRCS at the National level.

Types of Emergencies

There are several categories of emergencies within the EWP program. Exigencies are emergency situations that require prompt remedial action usually within a 60 day time frame.

Some emergency situations, however, require an immediate response to protect against an imminent threat to life and property. This type of exigency presents an “Urgent and Compelling” situation. An “imminent threat” is present when they exhibit an extremely high potential for loss of life and/or significant property damage unless **immediate** action is taken. The term “property” applies to significant infrastructure such as dwellings, office buildings, utilities, bridges, and roads. All work must be completed within five days after the site becomes accessible.

All other situations are termed “non-exigencies” and should be completed within 220 days of the event.

Program Criteria and Eligibility

EWP can be used whenever a natural disaster causes sudden watershed impairments that result in a threat to life and/or property. All applicable federal, state, and local laws and regulations must be followed when implementing EWP measures.

NRCS may be involved in two different types of emergencies:

- ✚ Presidential Declared Disaster
- ✚ Local Disaster

In the event is declared a disaster by the President of the United States through Public Law 93-288, the Federal Emergency Management Agency (FEMA) becomes the lead agency, responsible for coordination of disaster response and recovery activities. EWP assistance may be provided if the NRCS State Conservationist determines the program is applicable. FEMA will not direct or coordinate NRCS work unless conflicts arise from adjacent sites or multiple agencies and projects are involved on one site.

If the disaster is not Presidentially declared, the NRCS State Conservationist may declare a “local” emergency and provide assistance to requesting sponsors under the EWP program. The State Bureau of Disaster Services in Idaho is the lead agency for the majority of “local” disasters, and recovery efforts will be coordinated between NRCS, Idaho BDS and the local sponsors.

Funding for EWP is not a budgeted line item. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and as available basis. Therefore, funding to carry out this program is never guaranteed to be available.

Guidance and procedures for using the EWP program are included in the National Emergency Watershed Protection Handbook, dated January, 2010. Policy is located in the National Emergency Watershed Protection Manual, November, 2010. The EWP Program is available to a local community whenever a natural disaster creates a sudden watershed impairment that causes an imminent threat to life and/or property. Normal rainfall events do not meet these criteria.

Eligible Activities

To be eligible for EWP program assistance, **all** of the following questions must be answered positively.

- ✚ Has there been an unusual event that has caused watershed impairment?
- ✚ Has the impairment caused an imminent threat to life and/or property?
- ✚ Can the imminent threat to life and/or property be removed with the action taken?
- ✚ Does the threat to life or property significantly exceed that which existed before the impairment?
- ✚ Recovery measures would be runoff retardation or soil erosion prevention?
- ✚ Is there a legal sponsor willing to contribute 25 percent of the costs toward the project, obtain permits, assume the operation and maintenance, and acquire the necessary easements? (Note: a sponsor is not needed to participate in the floodplain easement program.) Reference: Section 2.6.
- ✚ Is the project free of environmental and cultural resource barriers and is economically feasible?
- ✚ The damaged area is **not** part of a pre-existing or ongoing problem?
- ✚ The proposed actions or measures must:
 - ✚ Reduce threats to life and/or property, or
 - ✚ Affect runoff to prevent or reduce future flooding or soil erosion, or
 - ✚ Remove debris (deposited during incident) that may pose a health or safety hazard, or
 - ✚ Restore hydraulic capacity, and
 - ✚ Be environmentally, socially, and economically defensible and technically sound.
- ✚ Not exceed what is necessary to reduce applicable threats to stable condition that approximates the conditions that existed prior to the disaster event.
- ✚ Conform to rules and regulations for Protection of Wetlands and Floodplain Management.
- ✚ EWP cannot be used on the same site more than two times in ten years. If the site has been repaired twice in the ten year period and is damaged again, the only option remaining is to purchase a permanent Floodplain Easement.

Typical measures installed in Idaho with the financial assistance of the EWP program are described in more detail in Chapter 5.

EWP Eligibility Screening Worksheet

To be completed by the Local NRCS Field Office		
Site Name:	County:	
Completed By:	Title:	
Damage Description ¹ :		
<input type="checkbox"/> True <input type="checkbox"/> False	There has been an unusual event that has caused watershed impairment ² that is causing an immediate ³ or imminent threat ⁴ to life and property.	
<input type="checkbox"/> True <input type="checkbox"/> False	The threat to life and property significantly exceeds that which existed prior to the impairment.	
<input type="checkbox"/> True <input type="checkbox"/> False	Recovery measures would be for runoff retardation or soil erosion prevention.	
<input type="checkbox"/> True <input type="checkbox"/> False	EWP funds have NOT been utilized within the past TEN years at the exact damaged location.	
<input type="checkbox"/> True <input type="checkbox"/> False	The damages are NOT considered typical O&M activities.	
<input type="checkbox"/> True <input type="checkbox"/> False	The damaged area is NOT part of a pre-existing or ongoing problem.	
<input type="checkbox"/> True <input type="checkbox"/> False	Recovery measures are free from environmental and cultural resource roadblocks and are economically defensible.	
<input type="checkbox"/> True <input type="checkbox"/> False	EWP Funds will NOT be used to repair, rebuild or maintain private or public transportation facilities, utilities or similar facilities.	
<input type="checkbox"/> True <input type="checkbox"/> False	This site is NOT on Federal Land.	
<input type="checkbox"/> True <input type="checkbox"/> False	All other financial resources have been expended or insufficient funding is available.	
<input type="checkbox"/> True <input type="checkbox"/> False	Work is NOT on a levee where the upstream drainage is greater than 400 square miles.	
<input type="checkbox"/> True <input type="checkbox"/> False	Work is NOT to remove sediment or debris from reservoirs or debris basins.	
<input type="checkbox"/> Eligible	<input type="checkbox"/> Not Eligible	NOTE: If any of the responses are FALSE, then the initial determination is that site is NOT eligible.
<p>¹ Photographs should be taken of the damages and utilized for eligibility determination.</p> <p>² To include debris-clogged streams, unstable stream banks, channel migration, damaged upland vegetative areas.</p> <p>³ Immediate actions are needed in order to remove the threat life and property.</p> <p>⁴ A substantial natural occurrence that could cause significant damage to property or threaten life in the near future.</p> <p>⁵ These include; residential structures, homes, utilities, high value cropland, agricultural infrastructure.</p>		

Ineligible Activities

EWP funds cannot be used for the following activities:

- ✦ Provide recovery assistance to a site more than two times in a ten-year period.
- ✦ Perform operation and maintenance, or solve watershed problems that existed before the disaster.
- ✦ Repair, rebuild, or maintain public or private transportation facilities, or correct damage to transportation facilities eligible for assistance under the Emergency Relief Program administered by the Federal Highway Administration of the Department of Transportation.
- ✦ Perform work on land and works of improvements owned by and/or managed by other federal departments and agencies. (The only exception is national forest lands and national grazing lands). Note: The Forest Service receives their own emergency funds for restoration activities after wildfires on Forest Service administered lands.
- ✦ Work on levee projects on streams with a drainage area greater than 400 square miles unless there is a prior agreement established with the U.S. Army Corps of Engineers.
- ✦ Increase pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. (Sediment and debris removal is not considered new construction).
- ✦ Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- ✦ Landscape for aesthetic purposes.
- ✦ Remove sediment or debris from reservoirs or debris basins. (This is considered operation and maintenance, regardless of ownership).
- ✦ Rebuild or protect when there nothing left to protect.
- ✦ Drill wells, construct pipelines, install irrigation equipment, or purchase portable equipment to address drought.
- ✦ Solve watershed problems that existed before the disaster.

Sponsors

NRCS works through local sponsors on a voluntary basis. A project sponsor can be any legal subdivision of state government or a state agency, other governmental agencies, or Indian tribal government. The sponsor must be capable of securing land rights and agreements, and is responsible for the cost-share portion of the project. (Detailed Sponsors outlined in the **Resource Guide**)

Typical Sponsors

Local

- ✦ Soil and Water Conservation Districts (SWCD's)
- ✦ County Commissions
- ✦ City Governments
- ✦ Homeowners Associations
- ✦ County Road Departments
- ✦ Irrigation Districts/Canal Companies

State Agencies

- ✦ Idaho Bureau of Disaster Services (BDS)
- ✦ Idaho Department of Fish and Game (IDFG)
- ✦ Idaho Department of Transportation (IDT)
- ✦ Idaho Department of Lands (IDL)

Tribal Governments

- ✦ Nez Perce Tribe (NPT)
- ✦ Shoshone – Bannock Tribes (Sho-Ban)
- ✦ Coeur d'Alene Tribe

- ✦ Kootenai Tribe
- ✦ Shoshone – Paiute Tribes (Sho-Pai)

General Sponsor Responsibilities

- ✦ Submit an initial written request to the State Conservationist requesting NRCS assistance within 60 days after the event. (See sample request letter in the **Resource Guide**.)
- ✦ Possess legal authority and certify land rights.
- ✦ Accept request for assistance from landowners.
- ✦ Acquire all necessary federal, state, and local permits before construction begins.
- ✦ Obtain necessary real property rights, and right assurances, including utility locations and easements.
- ✦ Ensure utilities are located and appropriate easements have been acquired before construction begins.
- ✦ Enter into a written agreement with NRCS outlining responsibilities and obligations. (See **Resource Guide** for examples of Project Agreements for various contracting methods). **IMPORTANT:** EWP funds **may not** be used to reimburse sponsors for work carried out prior to the signing of a Project Agreement by the sponsors and NRCS.
- ✦ Agree to provide for the operation and maintenance of completed structural measures, when required.
- ✦ Provide the required local cost-share of installation costs. Cost-share can be monetary, in-kind goods and services, or a combination of the two.
- ✦ Administrative work and tasks such as acquiring land rights and permits will not be credited as in-kind expenses.
- ✦ Establish priorities of work.
- ✦ Participate in the assessment, planning, designing, and construction process as needed.
- ✦ Accepts completed work.

Land Rights Acquisition Responsibilities

- ✦ Sponsors must obtain the real property rights from affected landowners for repair or restoration work to be performed on their property, including the use of eminent domain or other court action, if necessary.
- ✦ Sponsors are responsible for any related environmental and construction permits and location, removal, or relocation of utilities. If adequate rights in real property cannot be obtained, the area where rights cannot be obtained will be bypassed. NRCS will not assist in the project if the area cannot be bypassed. An exception may be made for some remedial channel work, provided real property rights can be obtained for selected sites and bypassed area does not affect planned benefits.
- ✦ Sponsors must obtain the signatures of all landowners on the Real Property Land Rights Permit (local or county form) for Emergency Watershed Protection, indicating landowner approval for emergency work or separate statements, as desired at the local level. This is the preferred method of obtaining permits. The Sponsors should determine whether these permits need to be recorded.
- ✦ If an individual landowner agrees to permit construction of the work, but for personal reasons will not sign a written agreement, his or her oral permission to the sponsors can be accepted. Such permission must be witnessed by another party and documented in a statement signed by the person who receives the verbal permission and the witness. NRCS employees will not witness the statement. A representative of the local organization requesting the assistance can witness the statement. Problems with property rights should be reported to the District Conservationist and/or the Contracting Officer.
- ✦ If the sponsor cannot obtain permission as outlined above, a third alternative, the power of eminent domain can be exercised if the local sponsors choose to use such power for this purpose. Completion of real property right assurances using NRCS-ADS-78 (see **Resource Guide**), must precede the signing of the cooperative project agreement. If the EWP work will be accomplished by means of Federal Contracting, the Sponsor will complete and submit to NRCS for NRCS-ADS-7 prior to a cooperative project agreement being signed by the agency. An attorney's certification is not required. The real property rights for the construction easement will be obtained for one year.
- ✦ If the work will be completed through locally led contracting the sponsor will keep on file a completed form NRCS-ADS-78. All requirements stated above apply.

- ✦ Additionally, if an operation and maintenance agreement is required for installed measures, the easement duration should be in accordance with the Operation and Maintenance Plan and/or life of the measure.

Cost Share

Federal funds can provide up to 75 percent of the construction costs of emergency measures. Sponsors may provide in-kind contributions for any portion up to the full 25 percent of the cost-share required. Eligible Forest Service projects are funded at 100 percent and the funds are transferred between the agencies at the National level.

Limited Resource Communities

Counties with depressed economies that meet the criteria for “limited resource area” designation may receive federal funding for up to 90 percent of the construction costs for EWP work. For a County to qualify, the following criteria must all apply:

- ✦ Average housing value must be less than 75 percent of the state average housing value;
- ✦ Per capita income must be 75 percent or less than the median income for the nation;
- ✦ Unemployment rate must be twice the U.S. average over the past three years.

No counties in Idaho were found to be Limited Resource Areas according to the most recent Census data.

The NRCS State Conservationist may grant exceptions to the County-wide requirement if the above criteria can be documented on a community basis. Sponsors may provide documentation to qualify smaller communities within a county as limited resource areas. A community is defined as six or more homes sharing institutions such as churches, post office, store, gas station, etc.

Contracting Procedures

The Natural Resources Conservation Service has four basic methods of installation and contracting. These are installation by: 1) Federally Awarded Contract, 2) Locally Awarded Contract, 3) Force Account, and 4) Performance of Work Agreement. The sponsor must select a method that best suits its circumstances. The method mutually selected by the sponsor and NRCS is formalized into an agreement.

Levels of Federal Contracts are as follows:

- ✦ For projects estimated at less than \$2000, NRCS may use oral price quotes.
- ✦ For projects estimated between \$2000 and \$99,999, written quotes are required. Contracts exceeding \$2000 require compliance with Davis Bacon Wage Rates. Contracts exceeding \$25,000 require payment guarantees. Also contracts exceeding \$25,000 need to be advertised in the FEDBIZOPPS (FBO) and advertised for 45 days. Projects costing over \$100,000 are required to prepare a Invitation for Bids along with the contracting method used so sealed bids can be accepted. The synopsis and solicitation are uploaded to FBO and advertised for approximately 45 days. Bids are opened and evaluated, a pre-award survey of the apparent low bidders is conducted, and the contract award is made to the responsible bidder.
- ✦ To the extent practicable, NRCS is required to use procurement preference programs and ensure that minority-, disadvantaged-, women-, veteran-, and disabled veteran-owned businesses are provided an opportunity to bid on EWP work.
- ✦ The sponsor provides land rights and permits. An agreement is signed by NRCS and the sponsor outlining responsibilities of each. NRCS awards and administers a construction contract.
- ✦ The sponsor has no contractual role in the construction.

- ✦ The sponsor provides the in-kind or cash portion of project cost as shown in the agreement.

Installation by Locally Award Contract

Under a locally awarded construction contract, the sponsor is responsible for contracting the project. The sponsor may also complete design, specifications, inspection and quality control duties based on their capabilities; normally performed by NRCS can be credited toward the sponsor's 25 percent cost-share requirement.

- ✦ The sponsor provides the land rights and permits using the appropriate state/local regulations. This will include but not limited to preparing solicitation for bids, advertising, conducting site showings, bid opening, awarding contracts, and contract administration. NRCS will be available consultation but will not prepare contract documents or perform the contracting. Contracting will be the responsibility of the sponsor in accordance with state/local contracting requirements.
- ✦ NRCS provides a solicitation (bid) packet with plans and specifications or reviews and concurs in the use of the sponsor's bid packet and specifications. The sponsor appoints a Contracting Officer who, with the assistance of the NRCS Contract Specialist, distributes the bid packet, conducts a site showing, issues needed amendments, conducts the bid opening, abstracts the bid, evaluates the apparent low bidder, awards the contract, obtains applicable bonds, issues a "Notice-to-Proceed", and administers the construction contract.
- ✦ NRCS provides a Government Representative and an Inspector to ensure technical compliance to the specifications
- ✦ When the work is completed, the sponsor submits and SF-270 "Request for Advance of Reimbursement" with supporting documentation. The NRCS then issues a check for its cost-share portion of the work. Reimbursement can be made on a monthly basis for completed work.
- ✦ Contract administration tasks that would normally be complete by NRCS apply to the sponsor's 25 percent cost-share portion.
- ✦ Project administration tasks normally carried out by the sponsor as part of their assigned sponsor responsibilities will not be included in the cost-share.

Installation by Force Account

Under a Force Account Agreement, the sponsor performs the work using its own personnel equipment. The sponsor may supplement its own equipment through rental of equipment. State/local procurement procedures will be used to rent equipment and purchase material for installing emergency watershed protection measures. For this method NRCS provides the drawings and specifications.

- ✦ The sponsor provides the land rights and permits. An agreement is signed by NRCS and the sponsor outlining responsibilities of each part.
- ✦ NRCS and the sponsor develop a Plan Of Operations. NRCS provides plans and specifications for the technical aspects of the work. The sponsor then performs the work using their own equipment and personnel.
- ✦ Force Account agreements are limited to projects with an estimated cost not to exceed \$150,000 per disaster event. The sponsor must have a major portion of the needed equipment, workforce, and supervisory personnel to complete the work. The sponsor must customarily be engaged and skilled in performing the type of work to be completed.
- ✦ Under a Force Account agreement, the sponsor must keep records documenting the following information:
 - Invoices covering actual costs of materials.
 - Records showing material actually used on the work and disposition of any excess materials.
 - Daily time records for each employee showing name, work classification, wage rate, hours, and dates actually employed on the EWP work.

- Equipment operating records showing rate, hours, and dates actually used on EWP work. The hourly rate for equipment will not be credited at rates which exceed the Means Heavy Construction Cost Data guidelines unless actual cost is documented.
- ✚ When the work is completed, the sponsor submits an SF-270 with supporting documentation. The NRCS then issues payment for its cost-share portion. Reimbursement can be made on a monthly basis for completed work.

Performance of Work Agreement

A Performance of Work Agreement may be used when the sponsor does not have the funds to fully execute the project and then bill NRCS for the federal portion, or they do not have the equipment, personnel, or expertise to perform the complete project, or and accounting system in place to keep the detail records required for a Force Account. The sponsor provides some of the required personnel, equipment, and/or materials to carry out the work. NRCS provides the finding and administrative assistance to acquire the remaining material, equipment and personnel to install the project.

- ✚ The sponsor provides the land rights and permits. An agreement is signed by NRCS and the sponsor outlining responsibilities of each party.
- ✚ NRCS and the sponsor develop a Plan Of Operations. NRCS provides plans and specifications for the technical aspects of the work.
- ✚ NRCS provides a Government Representative and an Inspector to ensure technical compliance to the specifications.
- ✚ When the work is completed, the sponsor submits an SF-270 with any supporting documentation agreed to in the Plan Of Operation. Detailed record keeping is not required because the value of all work items and materials is agreed to before the work begins. The NRCS then issues payment for its cost-share portion. Reimbursement can be made on a monthly basis for completed work.

Additional contracting information is shown in the **Resource Guide**.

In-Kind Contributions

In-Kind contributions can include labor, equipment and materials for any work that is part of the construction of the EWP project and that would normally be contracted by NRCS. Item to be included in the in-kind contribution and values of each item will be agreed to and established prior to implementing the Project Agreement. The agreed-to items will be outlined in the Project Agreement, along with the assigned values. Provisions for In-kind labor are covered in 7 CFR 3016 and 3015.

Typical in-kind contributions include:

- ✚ Installation Costs (NRCS pays 75 percent of costs)
 - Use and operation of equipment including mobilization and demobilization;
 - Materials;
 - Installation of structures and vegetation;
 - Workforce to perform the construction practices;
- ✚ Service Costs (NRCS pays 100 percent of costs)
 - Surveys;
 - Design;
 - Inspection;
 - Contracting and contract administration

Depending on contracting method, the sponsors may elect to carry out “installation” and/or “services” work that may be used toward their share of the project cost. Depending on the circumstances, if the value of such activities exceeds the required cost-share, they may be paid for the excess.

In general, in-kind contributions may include labor and equipment for any work associated with the project that is not contracted. (Often this includes, labor and equipment that NRCS would be required to do a contract for, specifically in order to complete the project). Legal information associated with land rights, legal opinions and the administration of locally-led contracting activities do not qualify as in-kind contributions.

The in-kind calculation worksheet can be found in the **Resource Guide**.

Floodplain Easements

The Floodplain Easement option is another part of the Emergency Watershed Protection program. NRCS may purchase perpetual agricultural floodplain easements. To be eligible, lands should be subject repeated flood damage or located where repeated flooding can be expected to occur, and must have damaged the land to the extent that the cost of restoring it and associated structures than the value of the land after restoration. The easement provides permanent restoration of the natural floodplain hydrology as an alternative to traditional attempts to restore damaged levees, lands, and structures. The land must have been involved in watershed impairment within the past 12 months at the time the application for Floodplain Easement is signed.

Landowners will be compensated the least of the following values: 100 percent of the agricultural or other undeveloped/raw value of the land; the geographic cap where one is established (\$2500/acre); or landowner offer. EWP funds may cover up to 100 percent of the cost for land treatment practices and all administrative, survey, title insurance, and other costs associated with establishing the easement. All easements must be economical, and environmentally and socially defensible.

Floodplain Easement lands can include:

- ✚ Floodplains lands at high risk for frequent flooding
- ✚ Floodplain lands containing cultural resources of national importance
- ✚ Floodplains where the type and importance of the habitat, at present, or in the restored or enhanced condition has been determined to be (or is projected to become) important to fish and wildlife species of Federal importance (anadromous fish, migratory birds).

All private, public, and tribal lands are eligible for easement consideration. Participation is voluntary. All easements must be perpetual and must be economically, environmentally, and socially defensible. All easements must include a permanent vegetative buffer adjacent to the watercourse. Sponsors are not needed to acquire easements; Easements are agreed to and installed between the landowner and the USDA-NRCS.

NRCS may also purchase perpetual non-agricultural easements, including land with buildings. The owner or sponsor will pay 25% of the cost to move or demolish the buildings. NRCS will pay 100% of the pre-disaster appraised value of the land and buildings.

An easement plan will be prepared and implemented in a way that will clearly identify conservation, habitat and flood risk reduction functions for the property. The plan will identify any management or structural practices needed to obtain the functions described.

Participation landowners:

- ✚ Provide the US government the right to restore and enhance the reach and flow of water to achieve flood flow, flood storage, erosion control, or conservation objectives (removal of levees, filling of ditches, impoundment of surface waters)
- ✚ Waive all future federal flood disaster assistance that may be applicable to easement lands
- ✚ Waive the right to be protected from floodwaters
- ✚ Waive the right to construct or maintain buildings or other structures within the easement area.
- ✚ Landowners retain the right to control ingress and egress and the rights to hunting, fishing, and undeveloped recreational activity – either personal or commercial.

Landowners may request compatible uses such as commercial or other hunting and fishing rights, managed timber harvest, periodic haying, or grazing. To be approved the activity must be consistent with preserving habitat and other protected resources, flood-control functions, and erosion control as planned in the easement.

Cropping will not be allowed on any Floodplain Easement property.

Haying or grazing will not be allowed on any Floodplain Easement property that is being returned to woody vegetation.

Payment will be made at the least of three potential values:

- ✚ Ag Agricultural value of the land if restored for agricultural use
- ✚ Geographic cap established by the State Conservationist
- ✚ The landowner's offer

Purchase of floodplain easements will follow the guidelines and policy as stated in the National Watershed Manual, 390-V Circular No. 4.

NRCS Emergency Recovery Procedures

Purpose

EWP assistance officially starts with a written request from a local sponsor to the State Conservationist. The District Conservationist may take the initial step by contacting the appropriate potential sponsor to initiate the request action. This section has been developed to enhance the coordination, cooperation, and communication among participating governmental agencies prior to and during natural disasters.

A Project Agreement must be signed and Land Rights must be certified before measures are implemented.

Definitions

The following terms are used throughout this Emergency Recover Plan:

Exigency	An exigency exists when the near-term probability of damage to life and property is high enough to demand immediate Federal action. Requires completion in within 60 day period.
Non-exigency	A non-exigency exists when the near-term probability of damage to life or property is high enough to constitute an emergency, but not sufficiently high to be considered an exigency. Measure must be complete within 220 days.
Local Contact	The local contact is generally the NRCS district conservationist (or acting) for the affected area.
Sponsor	Local unit or subdivision of state government, city, county, or tribe.
EWP Program Manager	Responsible for providing leadership and oversight of the EWP program.
State Conservationist	Responsible for all NRCS activities and programs in Idaho

Natural Disaster Emergency Processes

When sudden watershed impairment occurs due to a natural disaster, the District Conservationist (DC) who becomes the local facilitator or Field Coordinator (FC) for EWP program activities. The DC will immediately contact the EWP Program Manager (PM) and the Assistant State Conservationist for Field Operations (ASTC-FO) to begin the process to assess the damages and determine applicability of the EWP program. The DC works with the local sponsors, landowners and government agencies. The Program Manager will begin the process of contacting the local emergency management agency and other agencies to identify the magnitude and location of the damages. The local county or city emergency management contact is listed in the **Resource Guide**. The Program Manager will complete the NRCS Electronic Disaster Report which serves to give the NRCS National Headquarters notice that there may soon be a request for EWP funds to remedy watershed impairment.

If the disaster event is widespread and multiple sites are involved, the Program Manager may recommend to the State Conservationist that a temporary EWP office be established and staff detailed to facilitate efficiency of implementation at the field level. The Program Manager and the Assistant State Conservationist for Field Operations will be responsible for all coordination at the state office level, informing and updating the State Conservationist and Administrative officer, and coordinating with other Federal and State Agencies as needed.

Interagency Coordination

The State Bureau of Disaster Services in Idaho is the lead agency for the majority of disasters. If the event is a Presidentially declared disaster, FEMA becomes the lead agency, in cooperation with ID BDS. The individual County Emergency Management Coordinators are part of the Idaho BDS system, and work directly with the state BDS when responding to any emergency within each County. These County EMC's become the lead for local response and rehabilitation efforts. The local SWCD Supervisors and NRCS District Conservationist provide necessary assistance to the County EMC in contacting and coordinating with other state and federal agencies as needed. Resource Conservation and Development Councils may also provide assistance. The DC may take the initial step by contacting local EMCs during or immediately following a disaster event to discuss applicability of EWP and coordinate NRCS' role in the disaster and recovery.

The EWP Program Manager will coordinate NRCS recovery efforts with other Federal and State Agencies as applicable, including FEMA and Idaho BDS.

The FC and the PM will work together to include representatives from cooperating agencies in completing the DSRs and reviewing the alternatives for environmental, social, cultural and economic impacts and benefits. Inclusion of the appropriate agencies early in the site planning and assessment process will facilitate environmental and other clearances needed for the sponsor to obtain the necessary permits for construction to proceed.

The design team will include representatives from cooperating agencies in review the alternatives for environment, social, cultural and economic impacts and benefits.

Agencies

The following agencies will be included in the EWP Recovery process. Other agencies may be included as appropriate. Local contacts for individual agencies are included in Field Office Technical Guide or in the **Resource Guide**.

- Federal Agencies
 - ◆ Federal Emergency Management Administration (FEMA)
 - ◆ US Forest Service (USFS)
 - ◆ US Army Corps of Engineers (ACOE)
 - ◆ US Fish and Wildlife Service (USFWS)
 - ◆ National Marine Fisheries Service (NMFS)
 - ◆ US Bureau of Land Management (BLM)
 - ◆ US Bureau of Reclamation (BOR)
 - ◆ US Environmental Protection Agency (EPA)
 - ◆ Farm Services Agency (FSA)
 - ◆ Rural Development (RD)

- Tribal Governments
 - ◆ Nez Perce Tribe
 - ◆ Shoshone – Paiute Tribes
 - ◆ Shoshone – Bannock Tribes
 - ◆ Coeur d'Alene Tribe
 - ◆ Kootenai Tribe

- State Agencies
 - ◆ Idaho Bureau of Disaster Services (BDS)
 - ◆ Idaho Soil Conservation Commission (SCC)

- ◆ Idaho Association of Conservation Districts (IASCD)
- ◆ Idaho Resource Conservation and Development Associations (IRCDA)
- ◆ Idaho Department of Environmental Quality (DEQ)
- ◆ Idaho Department of Water Resources (IDWR)
- ◆ Idaho State Historic Preservation Officer (SHPO)
- Local Agencies
 - ◆ Soil and Water Conservation Districts
 - ◆ County Governments, and Commissions
 - ◆ Cities
 - ◆ Watershed Councils – Watershed Advisory Groups/Basin Advisory Groups (WAG/BAG)

Pre-Disaster Planning Coordination

In Idaho, NRCS is part of an interagency Hazards Mitigation Committee that includes representatives from state and federal agencies involved in disaster response and recovery. The committee meets on a quarterly basis to discuss emergency response to potential natural disasters, disaster preparedness, and coordination of different programs and requirements of different agencies. This group is led by the Idaho Bureau of Disaster Services and is headquartered at Gowen Field Boise as a part of the Army National Guard.

The purpose of these meetings is for the participating agencies to understand what the other agencies authorities are in emergency situations. Much of the discussions are centered on each other's programs and how they operate. The purpose is for each agency to gain an understanding of how they can mesh their programs and responses with the other cooperating agencies. It is the intent of this group to avoid duplication of effort and to ensure response to disaster situations is as coordinated as possible.

Other offshoots of this pre-disaster planning effort have resulted in the identification of information gaps for early flood warning, lack of fire weather information, and peak flow models for snowmelt. By identifying such issues, progress has been made in developing stream flow models and establishing new monitoring sites for low elevation snow pack. These improvements have allowed the agencies to become more pro-active for predicting flooding conditions and identifying when the peak runoff will occur in a given watershed or river system.

Initial Action Plan for the Field Coordinator

When disasters happen, victims are often angry or in shock and are looking for someone to help them. What the victims expect is quite often very different from what individual agencies can offer. The most important response is to listen to what they are saying and try to facilitate coordination with other agencies as much as possible to ensure the appropriate programs are available for the type of response or recovery assistance that is needed. Do not make promises for assistance. It is seldom necessary to explain NRCS programs in detail at this stage of the recovery process. During these initial contacts the Field Coordinator (FC) should explain the difference between response (actions needed to protect people and property during the disaster) and recovery actions (those needed to protect from future damages). The EWP program is used for recovery operations after the disaster event is over and the full extent of the damages and benefits of the project action can be determined.

The Field Coordinator (FC) should:

✚ Inform Appropriate Officials

Notify the State Conservationist, the Program Manager, the Assistant State Conservationist for Field Operations, and the local SWCD of the disaster and potential need for EWP. The Program Manager will be

responsible for Technical Services, the Administrative Officer, the National Office, and the State Bureau of Disaster Services as needed.

Conduct a Preliminary Assessment

Determine as soon as possible where damages have occurred. Telephone calls to key landowners and the County Emergency Coordinator, weather reports, and windshield survey can all be useful in gathering initial information. The SWCD board is often a valuable resource for collecting and reporting this initial information. Was there a natural disaster? In Idaho natural disasters may include floods, fires, windstorms, earthquakes, and drought.

Conduct site visits as needed to evaluate potential for EWP Work and extent of the damages. Local sponsors and agencies will be included in the site visit and preliminary determinations. If necessary, request additional Technical Assistance from NRCS Division and/or State Office Specialists in conducting the Preliminary Assessment. The PM and ASTC-FO will provide guidance on questionable sites.

Was there a sudden watershed impairment causing a threat to life and/or property?

- Damage to structures (residential or commercial)
- Damage to agriculture (productivity, crops, infrastructure, land)
- Sediment or erosion damage (wetland function, cultural resources, threatened or endangered species)
- Flood damage from debris in streams/rivers
- Potential for increased erosion damages due to lack of groundwater

If Urgent and Compelling situations are found contact the Program Manager immediately. Limited funding may be available immediately to address these sites.

Report Findings of the Preliminary Assessment

Report findings of the preliminary assessment to the Program Manager, the Assistant State Conservationist for Field Operations, and the SWCD. The report should include the approximate number of sites, types of damages, and types of EWP project measures that may be applicable. As additional sites are identified or as information is revised, provide updated reports to the Program Manager.

Identify Sponsors

Contact potential sponsors and report the findings of the Preliminary Assessment. Explain the sponsor responsibilities and determine interest and ability. Be sure the sponsor is aware of:

- The purposed of EWP;
- Sponsor financial obligations;
- Need to apply to NRCS for assistance;
- Responsible for the Operation and Maintenance;
- Responsibility to obtain and certify land rights; and
- Responsibility to obtain any necessary permits.

The EWP Program Manager should be contacted for guidance on questionable sites.

The Field Coordinator will begin developing a case file for any potential projects. See the **Resource Guide** for example request for assistance forms, land rights forms, and fact sheets that can be used when working with potential sponsors.

Potential sponsors will be notified by the local contact to explore the possibility and interest in partnering to address the emergency situation. In most cases in Idaho, the probable Sponsor will be the County. A list of potential Sponsors (Local County Contacts) for each county in Idaho is shown in the **Resource Guide**.

 ***Coordinate all local activities with other agencies as necessary***

 ***Initiate and maintain a telephone log sheet that includes (at the very least) the following information:***

- Name
- Address
- Telephone Number/other contact information
- Location
- Statement of problem and/or damages
- Date
- Time of call
- Follow-up action taken

 ***Prepare available information and equipment for use in preparing DSR's***

- Field Office Technical Guide Section I – T & E Species maps/descriptions, Cultural Resources data, Wetland maps, Soils, Stream Classifications, Other pertinent Resource data.
- Local cost-lists for typical practices and list of local contractors and typical rates.
- Directive of personnel and agencies.
- GPS devices
- Cameras, digital with memory cards
- Clip boards and paper
- DSR forms
- Hand levels
- Survey equipment
- Measuring tapes
- Clinometers
- Two-way radios
- Survey ribbon, paint, stakes, markers

 ***Initiate and maintain an information file for potential projects/DSR sites***

Include information and photos gathered during the preliminary assessment, topographic and highway or street maps, soils maps/photos, large-scale aerial photos, landowner permissions for access or contact information.

 ***Implement the Communication Plan***

Implement the Communication Plan as contained in the **Resource Guide**. The Field Coordinator, Program Manager, Conservation Communications Specialist, and the State Conservationist will continue implementation of the Communication Plan throughout the EWP Recovery response.

Request for Financial and Technical Assistance

The **Project Agreement** will be drafted after the DSR confirms site eligibility, the sponsor determines priority and decides to precede the implementation of the EWP program, and funding is made available for the project by the NRCS Nation Office. The FC will inform the NRCS Contracting Officer (CO) when a Project Agreement should be initiated and will provide the necessary design and cost information and type of contracting or agreement to be used to perform the work. The CO will prepare the Project Agreement, including the scope of work to be performed, project costs, in-kind contributions and terms for accepting the completed project. The Project Agreement will be signed and finalized after all necessary permits and land rights have been certified by the sponsor. The agreement will identify sponsor commitment to the 25 percent cost-share, sponsor contact information, and be submitted to the NRCS State Conservationist. **Resource Guide** includes a sample letter.

Eligibility Assessment ~ DSR Development

The Damage Survey Report provides the necessary documentation to describe the impairments and threats, the scope and nature of work and the effects of the described work. In addition the DSR provides program accountability and documents policy compliance.

The DSR must be completely filled out for each site. In those cases where site specific damages occur in an area which is common to a watershed, stream reach, project or other geopolitical boundary several pages of the DSR which are common to that larger area may be filled out and each individual site referenced to the larger area. This may be a more efficient method of meeting program requirements for DSR development. In all cases every site must be evaluated and the data and information for each site be included on the DSR.

After the locations of damage have been screened, the local contact will notify the EWP Program Manager of potential EWP eligible sites. The damage Assessments will be completed by an interdisciplinary team or teams. The FC will request assistance for team assignments from the ASTC-FO and the PM. The ASTC-FO and the PM will coordinate appropriate personnel assignments. When necessary, the State Conservation Engineer (SCE) and the Assistant State Conservationist for Technical Services (ASTC-TS) will be included in selecting team members. Staff may be selected from any office in the State to form the team and provide the appropriate disciplines. The FC and the PM will work together to include representatives from cooperating agencies in completing the DSRs and reviewing the alternatives for environmental, social, cultural and economic impacts and benefits. Inclusion of the appropriate agencies early in the site planning and assessment process will facilitate environmental and other clearances needed for the sponsor to obtain the necessary permits for construction to proceed.

The interdisciplinary team or teams will:

- ✚ Visit each potential EWP site;
- ✚ Complete a DSR. A DSR will be completed on each site visited, even if it is determined to be ineligible;
- ✚ Determine project and program eligibility;
- ✚ Consider and evaluate environment, social and economic impacts and acceptable solutions;
- ✚ Determine and evaluate alternatives and conceptual measures for eliminating the imminent threat;
- ✚ Develop a cost estimate.

A listing of the NRCS emergency team (DSR team) and a copy of the Damage Survey Report is located in the **Resource Guide**.

The DSRs will include:

- ✚ Description of damages
- ✚ Economic evaluation documentation

- ✚ Social and cultural defensibility information
- ✚ Environmental Evaluation
- ✚ Site Sketch
- ✚ Alternatives and analysis
- ✚ Conceptual treatment plan
- ✚ Topographic map (USGS quadrangle) and
- ✚ Photos of the site.

After the DSRs are complete, the FC will inform the local sponsors of the findings. The sponsors will decide whether to proceed with implementation of the EWP program and will set priorities for the work to be done. The sponsors will obtain the permits and land rights required before a Project Agreement can be executed with NRCS.

The FC will also provide a summary of the damages and copies of the DSRs to the Program Manager. The PM will submit a Request to Establish a Drawing Account to the NRCS National Office.

The Program Manager and State Conservationist will inform the FC whether program funding is available to proceed.

Project Design

The FC will work with the DSR team and the PM to determine design needs for proposed measures. Engineering survey and design needs will be coordinated between the State Conservation Engineer and the District Conservationist or Field Coordinator. The design team will include representatives from cooperating agencies in reviewing the alternatives for environmental, social, cultural and economic impacts and benefits. Inclusion of the appropriate agencies in the design process will facilitate environmental and other clearances needed for the sponsor to obtain the necessary permits for construction to proceed. See the **Resource Guide** for engineering survey and design criteria.

Permitting

It is the desire of the NRCS to involve all of the permitting agencies in the review of the projects for input on what types of measures should be considered for removing the imminent threat. Officially, the sponsor is responsible for obtaining all of the necessary permits to complete the project. There are instances when NRCS needs to be involved in the process. The sponsor is responsible for any fees associated with obtaining any required permits.

The EWP sponsor is responsible for obtaining all necessary permits to complete the project. NRCS will assist the sponsor by providing information needed in the permitting process. Each DSR will include all the known environmental, cultural, and social effects of the propose work. Design drawing will be provided as necessary. NRCS will not begin work on any EWP measure until all required permits are in place.

Stream work will require a 404 Stream Alteration Permit from the US Army Corps of Engineers (ACOE) **and** the Idaho Department of Water Resources (IDWR), and the environmental clearances or certifications required by the ACOE and IDWR from other agencies including US Environmental Protection Agency, US Fish and Wildlife Service, Marine Fisheries Service, Idaho Department of Environmental Quality, and Idaho Department of Fish and Game.

Local Permits – Counties may also require additional permits such as fill and grade, etc. I should be noted that failure of a sponsor to obtain necessary permits that result in contractor delay or termination of a contract, generally, will result in excess cost being the responsibility of the sponsor as the permits are equivalent to property rights.

When work on Indian Reservations the Tribal permitting processes will be followed. Each tribe has their own set of contractual rules and permitting process. See **Resource Guide** for the listing of tribal contacts.

Eligibility Assessment

After the locations of damage have been screened, the Field Coordinator will notify the;

- ✦ U.S. Army Corps of Engineers - The Regulatory Division within the U.S. Corps of Engineers (ACOE) administers Section 404 of the Clean Water Act. Section 404 prohibits the discharge of dredged or fill material into waters of the United States, which includes wetlands, without a Department of Army permit issued by the ACOE.

The ACOE Nationwide 37 permit specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with “exigency” and “emergency” situations. When EWP recovery efforts require working in “waters of the U.S.,” the NRCS Environmental Specialist will coordinate all recovery work and any needed mitigation with the ACOE. The project sponsor will obtain all necessary permits prior to commencement of emergency EWP actions

- ✦ U.S. Fish and Wildlife Service - NRCS policy promotes the conservation of threatened and endangered species and, consistent with legal requirements, the avoidance and prevention of activities detrimental to such species. NRCS will consult with the U.S. Fish and Wildlife Service and with their assistance will insure that any action, authorized, funded, or carried out, does not jeopardize threatened and endangered species or result in the destruction or adverse modification of habitat of such species.

Therefore, in an emergency, the NRCS is required to contact the U. S. Fish and Wildlife Service (USFWS), if the emergency action may affect listed species and/or designated critical habitat. This contact constitutes the first stage in formal Endangered Species Act (ESA) section 7 consultation, which is required when consultation is initiated under emergency situations (50 CFR.402.05). The intent of this initial contact is to inform the USFWS that emergency procedures are being invoked and that measures to minimize impacts will be employed. Where possible, the USFWS may provide advice to reduce the potential for adverse effects on listed species.

- ✦ State Historic Preservation Officer - As the lead agency, NRCS must address all potential cultural resource issues. Working with the Idaho State Historic Preservation Office (SHPO), local tribes, other Federal agencies, and local sponsors, all damaged areas must be surveyed to insure that restoration activities will not damage or destroy cultural resources (36CFR800).

The guiding principle with respect to considering cultural resources during emergency work is to implement normal NRCS procedures for protecting cultural resources to the fullest extent practicable without endangering human life or property. If the process begins promptly, there will often be sufficient time to complete the normal process outlined in the Idaho Cultural Resources Handbook. This will be particularly true of smaller and non-exigent situations.

In cases where it is not possible or cost effective due to the severity or scale of the disaster, to implement normal cultural resources procedure, the State Conservationist may elect to implement the following procedures, which are based on directives contained in the NRCS National Watershed Manual (7 CFR 624) and 36 CFR 800.12. The State Conservationist may also elect to have the NRCS Chief, or designee, request an emergency waiver under 36 CFR 78 as an alternative for dealing with disasters of major scale. In such cases NRCS will either develop an appropriate plan consistent with 36 CFR Part 78, or execute a programmatic agreement with the Advisory Council for Historic Preservation for considering historic properties.

Consultation with American Indian tribes with regard to historic properties and properties of traditional cultural value will occur according to the terms of individual programmatic agreements between NRCS and tribes, or lacking an agreement, under terms of CFR 800.2 A, B and C.

Procedures for emergency actions for exigencies and non-exigencies are found in the **Resource Guide**.

Environmental Coordination

An Environmental Evaluation (EE) will be conducted for each site and documented on the EE form included in the DSR. If necessary, additional documentation of evaluation for each individual category on the EE will follow guidelines and standards for completing the EE checklists in Section I of the applicable Field Office Technical Guide (FOTG). This will ensure compliance with NEPA, the Endangered Species Act, National Preservation Act, and the Clean Water Act.

The Field Coordinator and Program Manager will work together to include representatives from cooperating agencies in completing the DSRs and reviewing the alternatives for environmental, social, cultural and economic impacts and benefits. The design teams will include similar agencies as appropriate. Inclusion of the appropriate agencies early in the site planning and assessment process will facilitate environmental and other clearances needed for the sponsor to obtain the necessary permits for construction to proceed.

NEPA requires the assessment of the cumulative effects of EWP projects and work performed in all other NRCS programs in the watershed. Interagency coordination to facilitate compliance with NEPA and documentation, and consultation with the appropriate agencies is accomplished as part of on-going field office operations with all planning efforts. The process and the agency contacts are essentially the same for EWP measures, and all EWP work will be coordinated with the permitting and commenting agencies. Descriptions of the requirements and agency contacts are included in the FOTG. Once the DSRs are completed and the recommended alternatives determined, a disaster-wide environmental assessment (or EIS if appropriate) will be prepared.

Threatened and Endangered Species

NRCS will consult with US Fish and Wildlife, National Marine Fisheries Service, Idaho Department of Fish and Game; if Threatened and Endangered Species are present or if the proposed EWP measures may have potential impact on T & E species.

Wetlands

The EWP DSR team will identify and delineate any wetlands that may be altered, drained, or filled during or as a result of EWP construction activity. Wetlands in or near the site will be shown on the DSR. The mitigation sequence of avoidance, minimization, and mitigation will be used when evaluating and selecting EWP measure alternatives. Unavoidable wetland impacts will be mitigated according to NRCS policy and in consultation and agreement with the US Corps of Engineers, Idaho Department of Water Resources, and Idaho Department of Environmental Quality.

Cultural Resources

Field reconnaissance will be conducted on each DSR site and recorded on the EE form. NRCS will adhere to the State Level Agreement between NRCS and Idaho State Historic Preservation Office (SHPO). NRCS will follow nation policy and the provisions of the state level agreement to comply with Section 106 of the National Historic Preservation Act.

Water Quality and TMDL Streams

Water quality impacts will be documented on the EE form. Idaho Department of Environmental Quality, Idaho Soil Conservation Commission, and the Idaho Department of Agriculture will be informed and included in the review process for any EWP measures with potential for significant impacts to water quality.

Contracting Process

Once the Project Agreement is signed, the contracting/performance procedure identified in the Project Agreement will be initiated. Details on each procedure and individual duties of the sponsor and NRCS are explained in the “Contracting Procedures” section of this plan. A Plan of Operations or Performance Schedule will be prepared for each agreement. Additional information regarding contracting and sample agreements and contracts are located in the **Resource Guide**.

Construction Inspection

Project work begins once the contract is awarded. Assigned project inspectors and Contracting Officer’s Representatives (CORs) will monitor the project work as agreed to in the Plan of Operations or Performance Schedule for each agreement. The CO will work with the State Conservation Engineer and the FC to assign the inspectors and CORs. The site inspection will ensure that the project is conducted in accordance with the project design, contract specifications and permit requirements, and is consistent with the construction drawings and to the contract specifications.

Project Completion and Acceptance

Once the contractor has completed the project the project sponsor, the government representative, and the contracting officer review the project to ensure all the necessary work is complete and in accordance with the requirements specified in the construction contract. If the project work is deemed complete, the project is accepted and as-built drawings, if applicable, are completed. The CO will notify the NRCS Budget Officer to issue payment and send an invoice to the sponsor for satisfaction of the cost-share of construction cost, or documentation of satisfaction of the cost-share by in-kind contributions.

Project Evaluation

Following the project completion, the EWP Program Manager, EWP Field Coordinator and District Conservationist and support staff will evaluate NRCS’s response to the emergency and the effectiveness of the response. All partners, including sponsor, cooperating agencies, and citizen groups will be encouraged to participate and provide input. If necessary changes are identified to improve the process for responding to future natural resource disasters, those changes will be incorporated into this plan and will be improve the process to address future disasters.

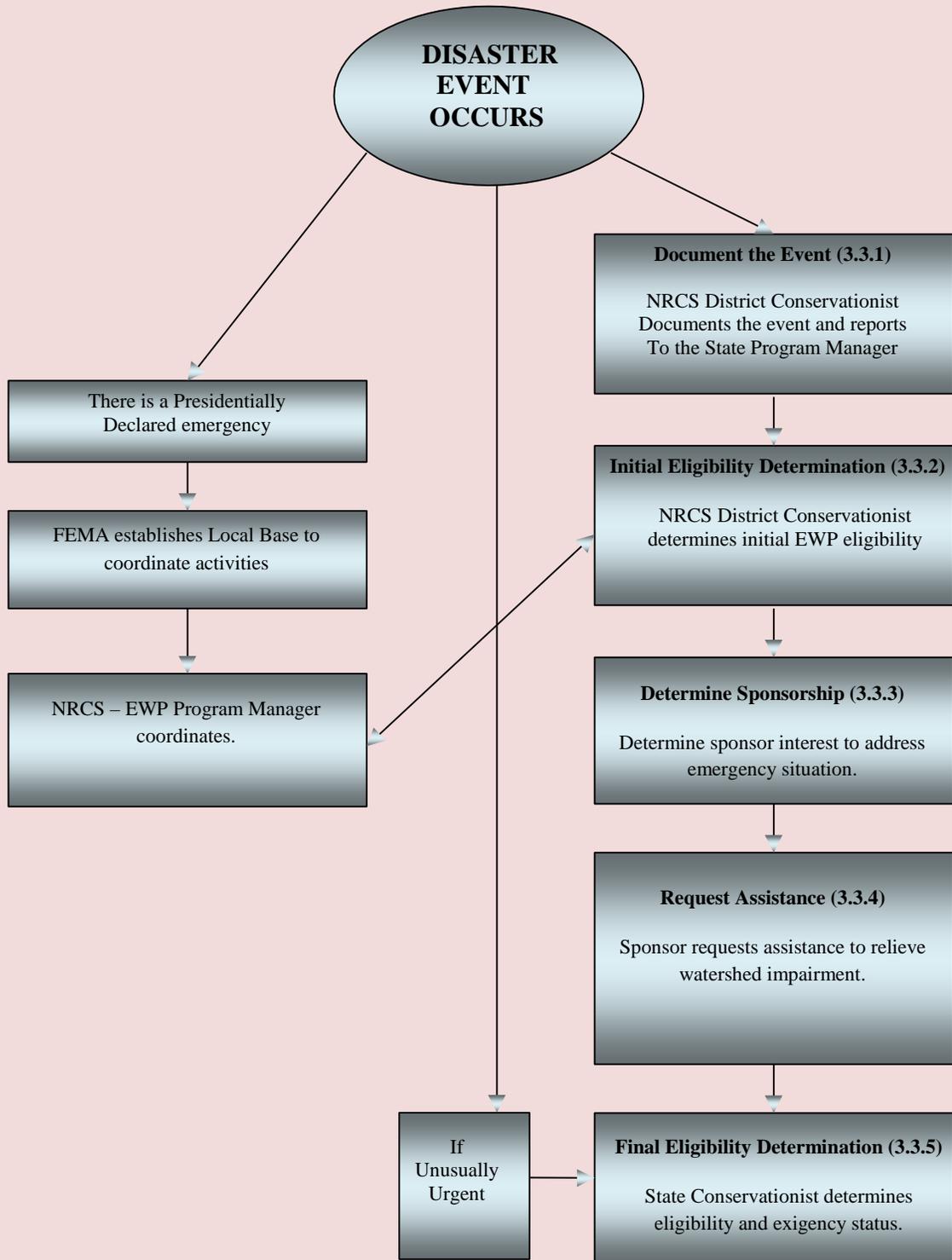
A completion report will be prepared by the EWP Program Manager and sent to NRCS National Headquarters.

Project Follow-up

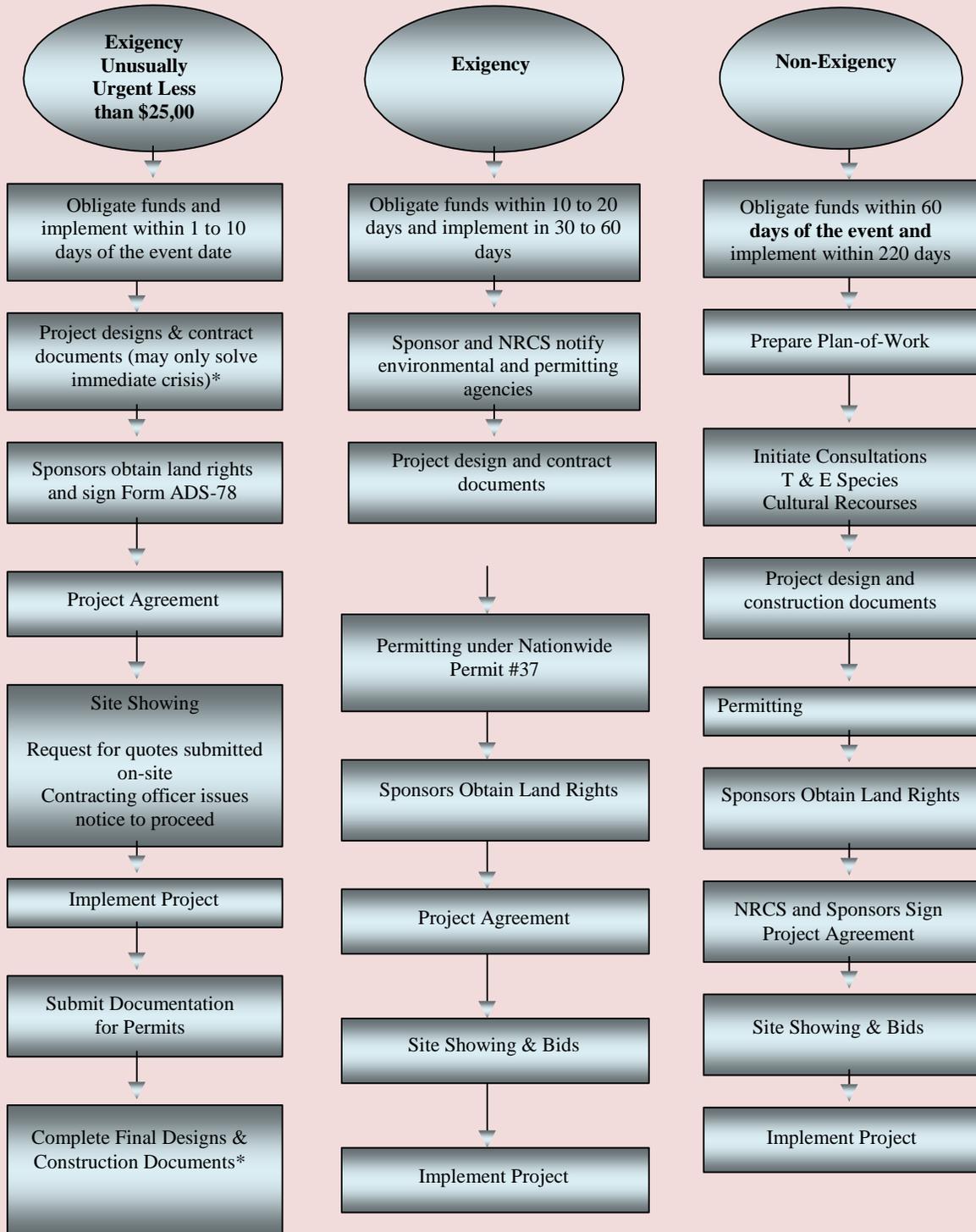
Periodically, the local contact will meet at the project site with the sponsor to evaluate how the project is functioning and to determine if the terms of the operation and maintenance agreement are being implemented. NRCS personnel will take a photograph of the site to document the environmental effects of the EWP measure.

Emergency Recovery Process Flow – Flood or Fire

Eligibility Flow Chart



3.4.2 Implementation Flow Chart



*After alleviation of the immediate threat, proceed to design more permanent solution and proceed as exigency or non-exigency (if necessary)

Drought – Emergency Processes Described

Drought Disaster Declaration Process

The Governor of Idaho through the Idaho Drought Plan through Idaho Department of Water Resources works with the USDA-ID and other local, state and Federal agencies to obtain water supply reports and other drought monitoring data. Based on recommendation from state officials that a serious drought exists, the Governor declares a Drought Emergency and requests assistance from the Federal Government.

Based on County Damage Assessment Reports, that determine agricultural losses, the USDA State Emergency Board (SEB) determines that a drought emergency exists under applicable regulations. Only after this action can NRCS utilize the EWP Program for a drought emergency.

NRCS EWP Actions

The Program Manager will complete NRCS Electronic Disaster Report found at the NRCS Website: (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=30966.wba>) which is managed by the EWP National Program Manager. This serves to give National Headquarters a notice that there may soon be a request for EWP funds to remedy watershed impairment.

The Program Manager works with State leadership and other state technical personnel to develop further program criteria, if needed, to address the effects of the disaster.

The Program Manager, Contracting Officer, and the District Conservationist advise potential sponsors of the EWP program for drought and of the responsibilities that Sponsorship entails. Sponsors for the EWP drought program have been county governments or tribal governments and a Cooperative Project Agreement must be written between the Sponsor and the NRCS.

The State Conservationist announces the EWP drought program to the public and takes applications.

Request for Funding/Approval

When the DSRs are complete for each eligible drought area and signed by the Sponsor and the State Conservationist, the EWP Program Manager will fax a copy of the DSR along with a Request for Funding to the National Program Manager. If money is available at the national level, the NHQ Program Manager will set up a drawing account with sufficient funds for both the technical assistance (TA) and the financial assistant (FA).

Emergency Recovery Communications Plan

Communication is critical at all levels during emergency situations. The degree and form of communication may vary depending on the type and scope of the disaster. There may be a need for daily or weekly teleconferences, daily staff meetings to coordinate activities, daily correspondence with other agencies, etc. We also need to communicate success stories and keep our congressional delegation informed of our agency activities.

Goals

The overall goal of the communication plan is to outline responsibilities, timeframes, and methods for keeping the public informed about NRCS EWP activities and events. The EWP Program Manager will be responsible for establishment of internal communication procedures and coordination. The EWP Program Manager will keep the Public Affairs Officer informed of disaster occurrences.

The communication plan will:

- + Provide uniform, consistent information to sponsors and the general public.
- + Provide landowners and sponsors information about how to apply for the program.
- + Keep decision-makers informed of progress.
- + Let public know how tax dollars are being spent.

Objectives

The Public Affairs Officer will prepare a media list for the affected area. News releases may be issued at the following stages of the emergency action:

- + Immediately following disaster to indicate that assistance is available.
- + Following completion of damage assessments to report proposed actions.
- + At the resolution of an “unusually compelling” situation.
- + During construction phase.
- + When construction completed
- + At other occasions when deemed necessary.

Key messages to convey are:

- + Role of NRCS technical expertise and financial assistance in disaster recovery.
- + What can be/has been accomplished including:
 - People benefited
 - Number of homes/businesses/community structures protected
 - Value of services provided
 - Role and contribution of sponsors
 - Environmental benefits provided

Audience

- + Congressional delegation
- + State Legislators
- + General Public
- + Media (Newspaper, television and radio)

Roles and Responsibilities

- + Public Affairs Specialist
 - Responsible for developing and implementing a Communication Plan for the disaster.
- + Local Contact (District Conservationist)
 - Responsible for providing local information on the area and resource damage and available to talk with the media on the damage.
- + Government Representative
 - Responsible for working with the Public Affairs Specialist to provide information on the progress of the recovery effort and available to talk with the media about the effort.
- + EWP Program Manager
 - Available to talk with the media about the EWP Program.

Typical Measures

NRCS uses several practices for EWP recovery work. Measures are planned that will eliminate and reduce disaster-caused watershed impairments that cause threats to life and property. Measures are planned and designed on a site-by-site basis to address the individual requirements of each damaged area. These designs are prepared in coordination with the consulting/coordinating agencies, sponsors, and landowners, in order to minimize adverse impacts and to result in projects that are environmentally, economically and culturally defensible.

Engineering designs for EWP measures will be prepared by personnel with the appropriate approval author and under the supervision of the Area Engineer and the State Conservation Engineer (SCE). All work will be in accordance with NRCS Standards and Specifications. Technical references such as “The Practical Streambank Bioengineering Guide”; Engineering, Agronomy, Biology and Plant Material Technical Notes, and Habitat Management Guides are found in the FOTG and will be used when preparing EWP measure designs.

Flood

NRCS uses various practices to stabilize watersheds after a watershed impairment occurrence. These measures focus on the resource issues that present an imminent threat to life and property (Note; the detailed descriptions of these commonly used practices are available on the NRCS Idaho website). The types of repair and protection practices NRCS-Idaho uses to restore watersheds include practices that:

- ✦ Restore Stream Channel Capacity ~ Restoring stream channel (hydraulic) capacity in general requires removing and disposing of debris composed of wood material, sediments, mineral material such as cobbles and boulders. NRCS will not remove hazardous materials such as fuel storage tanks; State agencies are responsible for these items.
 - Clearing and snagging ~ This involves removing snags, drifts, or other obstructions from a channel in order to increase the flow capacity of the channel. Special attention shall be given to restoring, maintaining, or improving landscape resources and habitat for fish and wildlife.
- ✦ Stabilize and Protect Streambanks ~ Structural practices (armoring), soil bioengineering, stream restoration, vegetative plantings, or a combination of these practices stabilize and protect Streambanks. The NRCS Engineering Field Handbook (EFH) details many of these methods aimed at Streambank restoration. Streambanks may be protected indirectly by modifying stream flow away from damaged bank.
 - Bank Shaping and Vegetating ~ This measure involves excavating and filling the raw eroded Streambank to a side slope which is suitable for the site and planting appropriate plant material to stabilize the side slope.
 - Log, Rootwad & Boulder Revetment ~ This is a technique in which logs, rootwads, and boulders are placed at strategic locations in and on streambanks that are eroding.
- ✦ Rock Riprap ~ This is a blanket of graded rock placed on a shaped eroding streambank surface, and provides structural slope protection so erosion can be slowed or stopped. This will allow for the eventual recovery of natural vegetation.
- ✦ Stream Barbs ~ These are low rock sills which protrude out from the streambank and across the stream thalweg to redirect streamflow away from an eroding bank.
- ✦ Vegetated Rock Gabions/Gabions ~ A gabion is a rectangular basket made of heavily galvanized wire mesh filled with small to medium size rock and laced together and installed at the base of a bank to form a structural toe or sidewall. Vegetation may/or may not be incorporated by placing live branches between each layer of rock filled baskets.

- ✦ Repair or Remove Damaged Dams, Dikes, and Levees ~ Damaged water control structures that include dams, dikes, and levees either require repair practices or may need to be removed if repair is neither feasible nor cost-effective.
- ✦ Protect Structures Located in Floodplains ~ Floodplain diversions will divert flow away from valued or sensitive structures such as water treatment plants, while sediment or debris basins trap materials up-gradient before they can reach such structures.
 - Dikes ~ These are embankments constructed of earth or other suitable materials to protect land against overflow or regulate water.
 - Non-Structural Measures ~ These include measures that:
 - ◆ Planning and Zoning
 - ◆ Open Space Preservation
 - ◆ Floodplain Development Regulations
 - ◆ Subdivision Regulations
 - ◆ Building Codes and Standards
 - ◆ Floodplain Ordinances
 - Protect Properties ~ These are measures used to modify buildings subject to flood damage rather than to keep floodwaters away. They may include:
 - ◆ Relocation
 - ◆ Acquisition
 - ◆ Building Elevation
 - ◆ Flood Proofing
 - ◆ Barriers
 - Floodplain Easements ~ These involve paying landowners for the right to allow flooding on flood-prone areas. NRCS and the Army Corps of Engineers currently have programs to assist with this process.
- ✦ Restore Damaged Upland Resource Areas of the Watersheds ~ Critical area treatment of upland portions of watersheds reduces potential for extreme soil loss and sedimentation, mudslides, and damage to roads and structures through accelerated runoff from unprotected slopes. Critical area treatments include planting or seeding, installing upland diversions, drains and conveyances, and building sediment and debris basins.
 - Critical Area Planting ~ Planting vegetation such as trees, shrubs, vines, grasses, or legumes, on highly erodible or critically eroding areas.
 - Mulching, Netting, and Matting ~ Mulching includes the application of a protective blanket of straw or other plant residue, gravel, or synthetic material to the surface of the soil.
 - Gabions/Gabion Revetment ~ A revetment is a facing placed on a bank or bluff of stone to protect a slope, embankment, or shore structure against erosion by wave action or currents.
 - Grade Stabilization Structure ~ This is a structure used to control the grade and head cutting in natural or artificial channels. These structures are designed and installed several different ways.
- ✦ Wildlife habitat enhancement practices ~ Wildlife practices may be installed concurrently while installing measures to reduce threats to life and property. Other measures may be installed to mitigate excessive erosion that could occur during the EWP project installation.
 - Boulder Clusters ~ In this technique, groups of boulders are placed either randomly or selectively, in clusters and/or individually.
 - Boulders or Log Weirs ~ Boulders or logs are placed across the channel and anchored to the channel bank and/or bed in order to check up the water and raise its level for diversion purposes.
- ✦ Temporary Measures ~ During the construction phase, while implement EWP measures, there is a need to utilize temporary erosion prevention measures. The following are among the more commonly used practices.
 - Silt Fence ~ A temporary structure to prevent or minimize transport of sediment in storm water runoff.

- Straw Bale Barrier ~ This is a temporary sediment barrier consisting of a row of entrenched and anchored straw bales.
- Temporary Seeding ~ The planting of rapidly growing annual grasses, small grains, or legumes on disturbed areas.
- Topsoiling ~ Salvaging, storing, and using topsoil to enhance final site stabilization with vegetation

Fires

Land Treatment

- Mulching ~ Mulching provides instant ground cover for sensitive areas. The objective of mulching is to minimize erosion by providing a suitable ground cover to help reduce raindrop impact and to disperse overland flow. Examples of where mulching is commonly used are on; highly erodible soils, areas that burned very hot and lost all ground cover, fire lines that have crossed drainages, road fill slopes adjacent to perennial streams, and fire lines in highly erodible soils.
- Seeding ~ Seeding is prescribed as a means of reducing surface erosion. The objective is to provide ground cover that will protect the soil from raindrop splash and surface runoff and will provide a stabilizing root mass to bind the soil particles together. Commonly treated areas are: highly erodible soils that burned hot and lost all ground cover; areas adjacent to drainages that burned hot; areas where the soil seed bank was destroyed or was not present; and equipment constructed fire lines. Seed must be applied before rains occur and before the weather turns too cold for effective seed germination. If this does not happen the vegetation will not grow large enough to provide the needed ground cover.
- Contour Felling or Log Erosion Barriers ~ Contour felling is usually applied by felling sub-merchantable tree (less than 10 inches). The trees are bucked up to a manageable length, limbed so they can lie on soil surface and then placed on the contour and where possible, braced up against stumps. The number of logs range from 30 to 100 logs per acre.
- Straw Wattles ~ These are similar to contour felling in principal of how they work. Straw wattles easily make contact with the soil surface thus providing an effective low risk barrier to soil movement. They are one of the most expensive treatments. The life expectancy is about 2 to 4 years.
- Silt Fences ~ Fences are made of a geo-textile fabric that can be unrolled and hung on a fence. They are typically applied where surface runoff with significant sediment is expected. They are placed in low gradients swale areas with large storage areas. Proper installation is critical to prevent "blowouts" underneath the fence.
- Tilling ~ Tillage can be an effective tool to improve infiltration on hydrophobic soils and to reduce erosion. The treatment should be applied on the contour and on slopes less than 35%. It is usually done in 8-foot wide strips with 25 feet between tilled strips. Tilling can be implemented shortly after the fire is controlled, which increases flexibility on late summer and fall fires.
- Disking ~ Disking can be used to break up hydrophobic soil layers near the surface. Since a disc runs across the surface, it can move with more ease and will help avoid problems of brush hindering the operation.

Channel Treatments

- Grade Stabilizers ~ These treatments are used to reduce channel down cutting by establishing grade control, decrease water velocity, and maintain correct width/depth ratio. They are effective in preventing sediment from entering perennial streams during the first winter by trapping and metering sediment through the system.
- Log Grade Stabilizers ~ Logs are placed in ephemeral or small intermittent channels where there is standing or downed woody's present near the eroding location. Logs are normally 12 to 20 inches in diameter.
- Check Dams

- ◆ Log Check Dams ~ Logs are used in intermittent or small perennial drainages. They are used to replace large debris that may have been burned out during the wildfire. Log sizes range from 12 to 18 inches in diameter and are stacked on top of each other to achieve the desired height. Critical design steps include, properly keying the logs into the bank, having a spillway large enough to accommodate the expected peak flows, and providing an energy dissipater below the dam.
- ◆ Straw Bale Check Dams ~ These are used in ephemeral channels to prevent sediment from entering perennial streams during the first winter following the fire. Straw bale dams work very well in areas that do not have native rock or logs. They work best in areas with low channel gradients, giving increased sediment storage capacity.
- ◆ Bank and Channel Armoring ~ Armoring is used to reduce the potential impacts from increased peak flows on unstable stream reaches. Armoring is the placement of rock along unstable stream banks and along the toe of slumps to provide stability against the increased peak flows, anticipated as a result of the fire.
- ◆ Channel Clearing and Snagging ~ This treatment is utilized to reduce the potential for loss of life due to floatable debris, clogging behind bridges or clogging drainages thus damming water and causing debris torrents.
- ◆ Debris Basins ~ Basins are constructed structures built to trap and hold debris and sediment. They are built in depositional areas that have large storage capacity. It is important to maintain the channel gradient and not dig the basin into the channel. Head cutting can result from improperly placed or constructed debris basins. It is important to have vehicle access to the basin so they can be cleaned periodically to restore usefulness.

Drought

- ✦ **Typical Drought Damage Reduction Measures** ~ The type of practices NRCS-Idaho uses to protect property and life downstream of affected rangeland include practices that maintain and/enhance ground cover. The two primary practices are:
 - Prescribed Grazing ~ Prescribed grazing is a management practice that will ensure that grazing is well managed to maintain the vegetative cover on those areas of the ranch that will continue to be grazed during the contract period. Specifically, the practice shall consist of controlling the location, timing, and intensity of domestic livestock grazing.
 - Deferred Grazing ~ Postponing grazing or resting grazing land for a scheduled period of time. In areas with bare ground or low percent ground cover, deferred grazing will reduce runoff and sediment yield because of increased ground cover and greater infiltration rates.

Final Reports

Within 60 days of the completion of the emergency work, the EWP program manager will submit a final report to NHQ. This report will follow the guidelines as stated in the National Emergency Watershed Protection Manual Part 530. The report may be distributed to other NRCS offices, the State Technical Committee, and other interested partners.

Project sponsors and other appropriate agencies will be asked for evaluation of the completed activities and process. The evaluation will include sponsors, partners, landowners and other beneficiaries. NRCS will accept comments and suggestions to improve delivery and effectiveness of the EWP program within the state and nationally. A written report summarizing the feedback process and comments will be prepared and attached to the final report.

NEPA requires the assessment of the cumulative effects of EWP projects and work performed in all other NRCS programs in the watershed. Once the DSRs are completed and the recommended alternatives determined, a disaster-wide environmental assessment (or EIS if appropriate) will be prepared.

RESOURCE GUIDE



The Natural Resources

Conservation Service (NRCS) provides EWP assistance to sponsors and individuals to address threats to life and property due to sudden watershed impairment resulting from a natural disaster. These natural disasters may include wildfires, floods, earthquakes, severe weather, and drought.

This emergency recovery plan provides guidelines that address actions and interagency coordination Idaho NRCS will follow when an emergency is declared and the EWP Program is initiated.

SECTION I

CONTACTS FOR EMERGENCY WATERSHED ASSISTANCE

A - Local (NRCS) Contacts



FYI

IDAHO PHONE NUMBERS:

All phone number prefixes in Idaho are (208)

Idaho NRCS Web Site ~ Directory

<http://www.id.nrcs.usda.gov/contact/>

IDAHO NRCS LOCAL CONTACT LIST

Local Idaho officials who believe that they have a remaining threat to life and property that has resulted from a natural event (flood, fire, storm) should contact their local NRCS District Conservationist.

<u>IDAHO STATE OFFICE</u> 9173 W Barnes Dr. Suite C Boise, ID 83709 378-5700	<u>AREA WEST OFFICE</u> 1848 S. Mt. View Rd., Suite 3 Moscow, ID 83843 882-4960	<u>AREA EAST OFFICE</u> 1551 Baldy Ave., Suite 2 Pocatello, ID 83201 237-4628
<u>AMERICAN FALLS FIELD OFFICE</u> Power County 2769 Fairground Rd., Suite A American Falls, ID 83211 226-2177	<u>ARCO FIELD OFFICE</u> Butte County 125 South Water St., P.O. Box 819 Arco, ID 83213 527- 8557	<u>BLACKFOOT FIELD OFFICE</u> Bingham County 725 Jensen Grove Dr., Suite 3 Blackfoot, ID 83221 785-6505
<u>BOISE FIELD OFFICE</u> Ada County 9173 W. Barnes Drive, Suite C Boise, ID 83709 378-5735	<u>BONNER FERRY FIELD OFFICE</u> Boundary County 6813 El Paso, P.O. Box 23 Bonners Ferry, Id 83508 267-3340	<u>BURLEY FIELD OFFICE</u> Cassia County 1361 E 16th St. Burley, ID 83318 628-1225
<u>CALDWELL FIELD OFFICE</u> Canyon County 2208 E Chicago, Suite A Caldwell, ID 83605 454-8684	<u>CASCADE FIELD OFFICE</u> Valley County 209 N. Idaho, P.O. Box 580 Cascade, ID 83611 382-3317	<u>CHALLIS FIELD OFFICE</u> Custer County 1258 Pleasant Ave., Suite B Challis, ID 83226 879-4428
<u>COEUR D' ALINE FIELD OFFICE</u> Kootenai County 7830 Meadowlark Way, Suite C-1 Coeur d'Alene, ID 83815 762-4939	<u>DRIGGS FIELD OFFICE</u> Teton County 275 Old Railroad Way Driggs, ID 83422 354-2680	<u>EMMETT FIELD OFFICE</u> Boise County 1805 Highway 16, Room 1 Emmett, ID 83617 365-4212
<u>FORT HALL RESERV.OFFICE</u> Shoshone-Bannock Tribes Pima Drive, Bldg. 7 P.O. Box 306 Fort Hall, ID 83203 269-0652	<u>GOODING FIELD OFFICE</u> Gooding County 820 Main St. Gooding, ID 83330 934-8481	<u>GRANGEVILLE FIELD OFFICE</u> Idaho County 102 South Hall St. Grangeville, ID 83530 983-1046
<u>IDAHO FALLS FIELD OFFICE</u> Bonneville County 1120 Lincoln Rd., Suite A Idaho Falls, ID 83401 522-6250	<u>JEROME FIELD OFFICE</u> Jerome County 310 W Nez Perce Ave. Jerome, ID 83338 324-2501	<u>LEWISTON FIELD OFFICE</u> Nez Perce County 1630 23rd Ave., Suite 1101-B Lewiston, ID 83501 746-9886
<u>MALAD FIELD OFFICE</u> Oneida County 137 North 100 West Malad, ID 83252 766-4748	<u>MARSING FIELD OFFICE</u> Owyhee County 250 N Bruneau Highway Marsing, ID 83639 896-4544	<u>MONTPELIER FIELD OFFICE</u> Bear Lake County 785 N. 4th St., Suite B Montpelier, ID 83254 847-0585
<u>MOSCOW FIELD OFFICE</u> Latah County 1848 S. Mountain View Rd., Suite 3 Moscow, ID 83843 882-4960	<u>MT. HOME FIELD OFFICE</u> Elmore County 795 South Haskett Mountain Home, ID 83647 587-3616	<u>NEZPERCE FIELD OFFICE</u> Lewis County 521 Oak Street Nezperce, ID 83543 937-2673
<u>OROFINO FIELD OFFICE</u> Clearwater County 12730 Hwy. 12, Suite C Orofino, ID 83544 476-5313	<u>PAYETTE FIELD OFFICE</u> Payette County 501 N 16th St. Suite 102 Payette, ID 83661 642-4402	<u>PLUMMER FIELD OFFICE</u> Benewah County 900 "E" St., P.O. Box 488 Plummer, ID 83851 686-1699

<p><u>POCATELLO FIELD OFFICE</u> Bannock County 1551 Baldy Ave., Suite 2 Pocatello, ID 83201 237-4628</p>	<p><u>PRESTON FIELD OFFICE</u> Franklin County 98 East, 800 North, Suite 2 Preston, ID 83263 852-0562</p>	<p><u>REXBURG FIELD OFFICE</u> Madison County 302 Profit Street Rexburg, ID 83440 356-3218</p>
<p><u>RIGBY FIELD OFFICE</u> Jefferson County 210 South 5th West Rigby, ID 83442 745-6664</p>	<p><u>RUPERT FIELD OFFICE</u> Minidoka County 98-B South, 200 West Rupert, ID 83350 436-4777</p>	<p><u>SALMON FIELD OFFICE</u> Lemhi County 945 Riverfront Drive Salmon, ID 83467 756-3211</p>
<p><u>SANDPOINT FIELD OFFICE</u> Bonner County 1224 Washington Ave. Sandpoint, ID 83864 263-5310</p>	<p><u>SHOSHONE FIELD OFFICE</u> Lincoln County 215 West F St. Rupert, ID 83352 886-2258</p>	<p><u>SODA SPRINGS FIELD OFFICE</u> Caribou County 390 E. Hooper Ave. Soda Springs, ID 83276 547-4396</p>
<p><u>ST. ANTHONY FIELD OFFICE</u> Fremont County 1210 S. Industrial Park Road St. Anthony, ID 83445 624-3341</p>	<p><u>TWIN FALLS FIELD OFFICE</u> Twin Falls County 1441 Fillmore St., Suite A Twin Falls, ID 83301 733-5380</p>	<p><u>WEISER FIELD OFFICE</u> Washington/Adams Counties 847 E 9th St. Weiser, ID 83672 549-4280</p>

Idaho Federal and State Contacts

ORGANIZATION	ADDRESS	PHONE NUMBER	CONTACT TYPE
Army Corps of Engineers	201 N 3rd Ave. Walla Walla, WA 99362	509-827-7020	404 Permit
US Fish and Wildlife Service	1387 S Vinnell Way Boise, ID 83709	208-378-5262	ESA Section 7 Consultation
Federal Emergency Management Agency Idaho Bureau of Homeland Security	4040 Guard St. Bld. 600 Boise, ID 83705	208-422-3040	All
US Environmental Protection Agency Idaho Operations Office	950 W. Bannock, # 900 Boise, ID 83702	208-378-5746	
U.S. Forest Service Northern Region	P.O. Box 7669 Missoula, MT 59807	406-329-3439	
Clearwater National Forest	12730 Highway 12 Orofino, ID 83544	208-476-4541	
Idaho Panhandle National Forest	3815 Schreiber Way Coeur d'Alene, ID 83815	208-765-7223	
Nez Perce National Forest	104 Airport Road Grangeville, ID 83530	208-983-1950	
US Forest Service Mountain Region	324 25 th Street Ogden, UT 84401	801-625-5605	
Boise National Forest	1249 S. Vinnell Way Boise, ID 83709	208-373-4100	
Caribou / Targhee National Forest	1405 Hollipark Drive Idaho Falls, ID 83401	208-524-7500	
Payette National Forest	800 W. Lakeside Ave. McCall, ID 83638	208-634-0700	
Salmon / Challis National Forest	50 Highway 93 South Salmon, ID 83467	208-756-2215	
Sawtooth National Forest	2647 Kimberly Road East Twin Falls, ID 83301	208-737-3200	
Idaho Department of Water Resources	322 E. Front Street Boise, ID 83702	208-287-4800	Dam Safety/Water Rights/ Channel Permits
Idaho Department of Environmental Quality	1410 N. Hilton Street Boise, ID 83706	208-373-0502	401 Permits
Idaho Department of Fish and Game	600 S. Walnut Boise, ID 83712	208-334-3700	Threatened / Endangered Species
Idaho Department of Emergency Mgt. Idaho Bureau of Homeland Security	404 Guard St., Bld. 600 Boise, ID 83705	208-422-3040	All
Idaho State Historic Preservation Office	210 Main Street Boise, ID 83702	208-334-3847	Cultural Resources
Idaho Department of Agriculture	2270 Old Penitentiary Rd Boise, ID 83712	208-332-8500	Drought
Idaho Department of Lands	300 N. 6 th St. Suite 103 Boise, ID 83702	208-334-3698	

Idaho County Contacts

COUNTY	WEBSITE	PHONE NUMBER
ADA	www.adaweb.net	208-287-7000
ADAMS	www.co.adams.id.us	208-347-2290
BANNOCK	www.co.bannock.id.us	208-236-7211
BEAR LAKE	www.bearlakecounty.info	208-945-2212
BENEWAH		
BINGHAM	www.co.bingham.id.us	208-782-3013
BLAIN	www.co.blaine.id.us	208-578-3828
BOISE	www.boisecounty.us	208-392-4431
BONNER	www.co.bonner.id.us	208-265-1438
BONNEVILLE	www.co.bonneville.id.us	208-529-1350
BOUNDARY	www.boundarycountyid.org	208-267-7723
BUTTE	http://www.buttecounty.net/	503-538-7373
CAMAS		
CANYON	www.canyonco.org	208-454-7300
CARIBOU	www.co.caribou.id.us	208-547-4324
CASSIA	www.cassiacounty.org	208-878-7302
CLARK	www.clark-co.id.gov	208-374-5304
CLEARWATER	www.clearwatercounty.org	208-476-3615
CUSTER	www.co.custer.id.us	208-879-2360
ELMORE	www.elmorecounty.org	208-587-2129
FRANKLIN	www.franklincountyidaho.org	208-852-1090
FREMOUNT	www.co.fremont.id.us	208-624-7332
GEM	www.co.gem.id.us	208-365-4561
GOODING	www.goodingcounty.org	208-934-4841
IDAHO	www.idahocounty.org	208-983-2751
JEFFERSON	www.co.jefferson.id.us	208-745-0868
JEROME	www.jeromecountyid.us	208-324-9261
KOOTENAI	www.kcgov.us	208-446-1000
LATAH	www.latah.id.us	208-883-2265
LEMHI	www.lemhicountyidaho.org	208-756-2815
LEWIS	www.lewiscountyid.us	208-937-2661
LINCOLN	www.lincolncouountyid.us	208-886-7641
MADISON	www.co.madison.id.us	208-359-6200
MINIDOKA	www.minidoka.id.us	208-436-7111
NEZ PERCE	www.co.nezperce.id.us	208-799-3195
ONEIDA	www.oneidacountyid.com	208-766-3195
OWYHEE	www.owyheecounty.net	208-495-2421
PAYETTE	www.payettecounty.org	208-642-6000
POWER	www.co.power.id.us	208-226-7610
SHOSHONE	www.shoshonecouounty.org	208-752-3331

TETON	www.tetoncountyidaho.gov	208-354-8780
TWIN FALLS	www.twinfallscounty.org	208-736-4068
VALLEY	www.co.valley.id.us	208-382-7178
WASHINGTON	www.co.washington.id.us	208-414-3925

Idaho Tribal Contacts

TRIBE	ADDRESS	PHONE NUMBER
COEUR d'ALENE TRIBE	P.O. Box 408 Plummer, ID 83851	208-686-8600
SHOSHONE-BANNOCK TRIBES FORT HALL BUSINESS COUNCIL	P.O. Box 306 Fort Hall, ID 83203	208-478-3707
KOOTENAI TRIBE OF IDAHO	P.O. Box 1269 Bonners Ferry, ID 83805	208-267-3519
NEZ PERCE TRIBE	P.O. Box 365 Lapwai, ID 83540	208-843-2253
SHOSHONE NATION NORTHWESTER BAND	353 East Lander Pocatello, ID 83201	208-310-8241
SHOSHONE-PAIUTE TRIBES DUCK VALLEY RESERVATION	P.O. Box 219 Owyhee, NV 89832	208-759-3100

Government Agency Program Resources

Introduction

Knowledge about governmental agencies' emergency programs and their responsibilities and who to call or contact during the initial stages of an emergency is critical. The various agency roles by branch of government are listed below.

Federal Agency Roles and Responsibilities

Army Corps of Engineers

Within the Army Corps of Engineers (ACOE), NRCS and the project sponsors will have close contact with the Emergency Management Division and the Regulatory Division.

➤ **Emergency Division**

A mission of the Emergency Management Division is to provide assistance, within its authorities, when natural disasters or other emergencies occur. Public Law 84-99 enables the ACOE to assist state and local authorities in flood impairment activities and to cost share in the repair of flood protection structures. Public Law 93-288 authorized the Federal Emergency Management Agency to task the ACOE with disaster recovery missions under the Federal Response Plan. The ACOE provides the following emergency programs.

◆ **Preparedness/Technical Assistance**

The ACOE conducts flood exercises and a training course with local communities; they develop regional and local flood plans; and stock supplies and equipment necessary for flood impairments.

◆ **Flood Impairment Assistance**

A local request for assistance is necessary to initiate an ACOE emergency response. All requests are coordinated with the State Emergency Management office prior to responding. In addition, the ACOE Emergency Operations Center notifies the U.S. Fish and Wildlife Service and other agencies. Requests for flood impairment assistance are evaluated by the ACOE to assure the following:

- ✓ There is an eminent threat to life or improved property. (River is above flood stage, except in special cases)
- ✓ The response effort is beyond the capabilities of the local resources. Local government has declared an emergency. ACOE flood efforts will be in accordance with sound engineering principles, economic justification, and environmental consideration.

◆ **Advance Measure Assistance**

The ACOE may preform Advance Measure projects prior to flooding or flood assistance to protect against loss of life or damages to property. An imminent threat of unusual flooding must exist to justify Advance Measures assistance from the ACOE. The following criteria must be met for Advance Measure Projects:

- ✓ Written request from the Governor or the Bureau of Indian Affairs is required for ACOE assistance.
- ✓ Imminent threat of unusual flooding must exist.
- ✓ Project must be beyond the capability of local resources.
- ✓ Project must have a favorable cost to benefit ratio.

The sponsor must sign a project agreement, in which the sponsor agrees to provide lands and/or right-of-ways, hold the ACOE harmless, and either remove all temporary work or upgrade the work to acceptable ACOE standards. ACOE assistance will be terminated when the imminent flood threat ends.

◆ **Levee Rehabilitation Assistance**

The ACOE may assist local sponsors in repairing eligible levees that are damaged or destroyed in flood events. Rehabilitation of damaged flood control works is explicitly defined as emergency work. All aspects of work related to rehabilitation of damaged flood control works are addressed using all available methods with urgency, exigency, and expediency, consistent with providing a responsive, cost effective assistance. Repair work must be initiated within 60 days of project approval.

➤ **Regulatory Division**

The Regulatory Division within the ACOE administers Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. Federal law (Section 404 of the Clean Water Act) prohibits the discharge of dredged or fill material into waters of the United States which includes wetlands, without a Department of Army permit issued by the Corps of Engineers. Under Section 10 of the Rivers and Harbors Act no work may commence in traditional navigable waters of the U.S. without a permit from the ACOE. Applicants must apply for a Section 404 permit. Section 401 of the Clean Water Act requires applicants for the 404 permit to also receive 401 Certification from the appropriate certifying agency (Department of Ecology or Environmental Protection Agency). The 401 certification can cover both the construction and operation of the proposed project. Conditions of the 401 Certification become conditions of the ACOE 404 permit.

- ◆ The ACOE nationwide has 37 permits specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with “exigency” or “urgent and compelling” emergencies. The local sponsor and NRCS will notify the ACOE verbally and in writing addressing the following items:
 - ✓ Name, address and telephone of the prospective permittee
 - ✓ Location of the project
 - ✓ Description of the project
 - ✓ Purposed of the project
 - ✓ Direct and indirect adverse environmental effects the project may cause
 - ✓ Other permits the sponsor is seeking
 - ✓ Wetland determination for the site.

The Regulatory Division address is: 201 North 3rd Ave, Walla Walla, WA 99362-1876.

✚ **Federal Emergency Management Agency**

The Federal Emergency Management Agency (FEMA) is an independent agency of the Federal Government, reporting directly to the President. FEMA’s mission is to reduce the loss of life and property and protect our nation’s critical infrastructure from all types of hazards through a comprehensive, risk-based, emergency management program of mitigation, preparedness, response, and recovery. For “Presidentially declared” disasters, they coordinate the Federal Government activities. Some of their other duties include:

- Advising on building codes and floodplain management
- Teaching people how to get through a disaster
- Helping equip local and state governments with emergency preparedness
- Making disaster assistance available to states, communities, businesses and individuals
- Training emergency managers
- Administering the nation flood and crime insurance programs.

FEMA Financial Assistance Programs

◆ **Individual Assistance Program**

This program provides assistance to people and businesses get back on their feet. Some examples of this assistance are as follows:

- ✓ Low interest loans
- ✓ Cash grants
- ✓ Housing assistance
- ✓ Crisis counseling
- ✓ Etc.

◆ **Public Assistance Program**

This program has grants available to assist state and local government agencies and certain private nonprofit organizations.

◆ **Hazard Mitigation Program**

Hazard Mitigation Program assists with activities that reduce or eliminate losses from natural disasters. Mitigation involves:

- ✓ Keeping homes away from floodplains
- ✓ Engineering bridges to withstand earthquakes
- ✓ Creating and enforcing effective building codes

This program is available to state and local government agencies, certain private nonprofit organizations, and tribes.

✚ **U.S. Fish and Wildlife Service**

The U.S. Fish and Wildlife Service's mission is working with others, to conserve, protect and enhances fish, wildlife, and plants and their habitats for the continuing benefit of the American people. Like the National Marine Fisheries Service, the U.S. Fish and Wildlife Service also have responsibilities for managing threatened and endangered species. USFWS can provide information on the location of various endangered species and ways to reduce the impact when working within or adjacent to their habitat.

✚ **Environmental Protection Agency**

The purposes of the National Environmental Policy Act (NEPA) are: To declare a national policy that will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; to enrich the understanding of the ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

In general, NEPA requires federal agencies to make a series of evaluations and decisions that anticipate adverse effects to environmental resources. This must be done whenever a federal agency proposes an action, grants a permit, or agrees to fund or otherwise authorize any other entity to undertake an action that could possibly affect environmental resources.

Applicants wanting to perform work involving discharges of dredged or fill material into waters of the U.S. must apply for a Section 404 permit from the Army Corps of Engineers. Section 401 of the Clean Water Act requires applicants for the 404 permit to also obtain 401 Certification from the appropriate certifying agency. The Environmental Protection Agency is the certifying agency for activities that take place within National Parks and on federally recognized tribal lands.

✚ **U.S. Forest Service**

Under procedures established by NRCS, the U.S. Forest Service (USFS) is responsible for administering EWP activities on the following:

- National Forests and Nation Grasslands with the National Forest
- Adjacent rangelands that are administered under a formal agreement with USFS, and
- Other forestlands

As mutually agreed, either NRCS or USFS will perform emergency work on the above lands. NRCS will transfer funds to the USFS at the national level for work to be installed by USFS or its cooperators.

➤ **Idaho Cooperative Fire Agreement**

The Northern Rockies Coordination Group (NRCG) and Great Basin Coordinating Group (GBCG) provide oversight and recommendations for all interagency wildland fire protection activities within the Northern Rockies and Great Basin, which includes Idaho. It is intended that this Agreement be implemented under the auspices of these coordinating groups, rather than through individual agencies, to the maximum extent feasible.

➤ **Stafford Act Responses**

In the event of a presidential disaster declaration the Agencies may assist one another under the provisions of this Agreement as long as the requested resources are available. For Stafford Act responses, procedures and requirements established in the National Response Plan (NRP) shall be utilized by Agencies who are parties to this Agreement to authorize and accomplish any required response or support tasks. Any Agency requesting support shall issue written instructions and funding limitations to any agency providing cooperation, resources or support.

➤ **National Multi-Agency Coordinating Group**

The Nation Multi-Agency Coordinating Group (NMAC) provides an essential management mechanism for national level strategic coordination to endure that firefighting resources are efficiently and appropriately managed in a cost effective manner. The NMAC group consists of one representative from the following agencies:

- ◆ Bureau of Land Management (BLM)
- ◆ Fish and Wildlife Service (FWS)
- ◆ National Park Service (NPS)
- ◆ Bureau of Indian Affairs (BIA)
- ◆ Forest Service (FS)
- ◆ National Association of State Foresters (NASF)
- ◆ Federal Emergency Management Agency (FEMA)

The authorities of the Nation Multi-Agency Coordinating Group are:

- ◆ Providing oversight of general business practices between the NMAC group and the Geographic Area Multi-Agency Coordination (GMAC) groups
- ◆ Establishes priorities among Geographic Areas
- ◆ Directing, controlling, allocating and reallocating resources among or between Geographic Areas to meet nation priorities
- ◆ Implementing decisions of the NMAC
- ◆ Provides Political Interfaces

➤ **Forest Service Burned Area Emergency Rehabilitation**

While many wildfires cause minimal damage to the land and pose few threats to the land or people downstream, some fires cause damage that requires special efforts to prevent problems afterwards. Loss of vegetation exposes soil to erosion; water runoff may increase and cause flooding; sediments may move downstream and damage homes, roads or other improvements. Community water supplies may be at risk and safety hazards may exist within and below burned areas. Cultural resources may be threatened by runoff and erosion, threatened and endangered species habitat may be at risk. Burned areas may also be at risk of invasion from noxious weeds. The Burned Area Emergency Rehabilitation (BAER) program is designed to address these situations through its key goals of protecting life, property, water quality, and deteriorated ecosystems.

- ◆ BAER objectives are to:
 - ✓ Determine if emergency resources or human health and safety conditions exist.
 - ✓ Alleviate emergency conditions to help stabilize soil; control water, sediment and debris movement; prevent impairment of ecosystems; and mitigate significant threats to health, safety, life, property and downstream values at risk.
 - ✓ Monitor the implementation and effectiveness of emergency treatments.

There are a variety of rehabilitation techniques that the BAER team can recommend. Such as reseeded ground cover with quick-growing or native species, mulching with straw or chipped wood, construction of straw bale dams in small tributaries, placement of fallen trees to catch sediments on steep slopes. The team also assesses the need to modify drainage structures by installing debris traps, removing or enlarging culverts, installing standup inlet pipes to allow drainage to flow if culverts become plugged, adding additional culverts and constructing emergency spillways to keep roads and bridges from washing out during floods. BAER assessment plans and implementation are often a cooperative effort between federal agencies (Forest Service, Natural Resources Conservation Service, National Park Service, Bureau of Land Management, U.S. Fish and Wildlife Service, Bureau of Indian Affairs, U.S. Geological Survey), and

state, tribal and local forestry and emergency management departments. They are closely coordinated with private landowners. The Forest Service coordinates rehabilitation plans with NRCS who can do rehabilitation work on adjoining private lands. Forest Service BAER treatments can be implemented on National Forest lands only except under certain circumstances. The NRCS can spend EWP funds on private lands to implement the same sorts of treatments.

✚ **Bureau of Indian Affairs (BIA)**

The Bureau of Indian Affairs mission is to enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes and Alaska Natives. The bureau encourages this through the delivery of quality services, maintaining government-to-government relationships within the spirit of Indian self-determination.

✚ **Idaho State Agencies**

➤ **Emergency Management Division**

Idaho Bureau of Homeland Security is a Division of the Idaho Military Division. The services we provide are to facilitate emergency management in Idaho, and to assist neighboring states. The men and women of this Division are dedicated to their mission of protecting the lives and property of the people of Idaho, as well as preserving the environmental and the economic health of Idaho. Our Mission is to save life and to limit human suffering, injury to wildlife, damage to natural resources, private and public property, the environment and the economy as a result of the harmful effects of natural and man-caused disasters, from all hazards, including terrorism and the use of Weapons of Mass Destruction, in support of local governments and communities.

The Response and Recovery Branch of the Bureau of Homeland Security monitors day to day incidents and activities within the State of Idaho that could require a State response, as well as the operational readiness of the Idaho Emergency Operations Center (IDEOC). The IDEOC is the coordination center where the State of Idaho works with federal, local and tribal governments to direct resources in support of response and recovery operations during an emergency or disaster.

When disaster strikes local emergency service providers, such as fire service, law enforcement, and medical and rescue personnel rush to the scene to provide immediate aid and protection to people and property. Emergency services teams may be joined by private and nonprofit organizations in the provision of emergency relief assistance such as food, shelter and clothing. Current information can be found at the Division website at <http://www.bhs.idaho.gov>

A listing of county emergency contacts can be found in **Section I**.

➤ **Idaho Fish and Game**

The mission and responsibilities of the Idaho Fish and Game are as follows:

- ◆ “All wildlife, including all wild animals, wild birds, and fish, within the state of Idaho, are hereby declared to be the property of the state of Idaho.
It shall be preserved, protected, perpetuated, and managed. It shall be only captured or taken at such times or places, under such conditions, or by such means, or in such manner, as will preserve, protect, and perpetuate such wildlife, and provide for the citizens of this state and, as by law permitted to others, continued supplies of such wildlife for hunting, fishing and trapping.”
- ◆ The Idaho Fish and Game have shared responsibilities, with the U.S. Fish and Wildlife Service, to manage and protect threatened and endangered species and migratory birds in Idaho. The Department can provide information and technical assistance on wildlife and wildlife habitat management needs following a natural disaster to restore and enhance these resources.
- ◆ The IFG works cooperatively with NRCS and other state and federal agencies in the event of a natural disaster to ensure that wildlife resources are considered early-on during an emergency response. The agency is made up of biologists, researchers, engineers, managers, and other employees interested in managing fish, wildlife, and habitat for future generations.

➤ **Idaho Department of Environmental Quality**

The Department of Environmental Quality (IDEQ) has several roles in emergency events. They serve as the lead agency for emergency pollution response and cause investigation and assist in flood control planning. IDEQ is also the certifying agency for the Section 401 Clean Water Act. This permit is needed for all projects that discharge fill or dredged materials into the waters of the U.S. that are located outside of National Park boundaries and federally recognized tribal lands.

➤ **Idaho Department of Water Resources**

The Idaho Department of Water Resources (IDWR) assists the State Emergency Management Division in providing information on water quantity during times of high precipitation flood events. The IDWR also has leadership for Floodplain Management in the Idaho and works with FEMA and the local county on flood damage mitigation efforts, including flood warning systems and other non- structural measures to reduce flood damage.

In addition, the Department administers the Dam Safety program, the objective of which is to maximize the protection of the public against loss of life and property by reducing the likelihood of catastrophic failure of dams within the State of Idaho. Dam safety requires that current dam safety standards be met during the design review, new construction, enlargement, repair, alteration, operation and maintenance, and removal of dams within state jurisdiction.

➤ **Idaho Department of Lands**

The Idaho Department of Lands is responsible for statewide fire prevention and protection on more than 6 million acres of state and private forests and rangelands. The work of the (IDL) fire management program helps protect and preserve important Endowment timber assets as well as millions of acres of private forestland. The program also enhances forest and rangeland management on State Endowment Trust lands by utilizing fire as a management tool, and protects local communities from wildfire by reducing fuels.

➤ **State Historic Preservation Officer (SHPO)**

SHPO can provide information on known archaeological sites within a given area. Acquiring this information in the initial planning phase is critical.

The NRCS, as the EWP lead agency, recognizes that cultural resources are an integral part of our national heritage and recognizes its responsibilities for historic preservation. NRCS will protect cultural resources in their original location to the fullest extent practical by avoiding adverse impacts.

NRCS, working with our cultural resources specialist, will query the data bases for all known cultural resources using databases of the National Register of Historic Places (NRHP) and the Idaho SHPO for all EWP sites. Also, local tribal entities will be advised of potential restoration activities and their location. If cultural resources are located within the project vicinity, a cultural resource specialist will be contacted to conduct a site investigation.

➤ **Idaho Department of Transportation**

The Federal Highway Administration of the Department of Transportation administers the Emergency Relief Program, which provides federal aid for repairing damage to public highways. The Emergency Relief Program helps the State and local highway agency pay the unusually heavy expenses of repairing serious damage to the Federal-aid system resulting from a Presidential declared natural disaster or catastrophic failure.

NRCS Documents/References

Sample Letter Requesting EWP Assistance

UNITED STATES DEPARTMENT OF AGRICULTURE



Natural Resources Conservation Service
9173 W Barnes Dr., Suite C
Boise, Idaho 83709-1574

Phone 208-378-5700
Fax 208-378-5735
Web Site www.id.nrcs.usda.gov

Date

(name)
State Conservationist
USDA, Natural Resources Conservation Service
9173 W. Barnes Dr., Suite C
Boise, Idaho 83709-1574

Dear (name):

We request Federal assistance under provisions of Section 216, Public Law 516, and/or Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and/or Section 382, Title III, of the 1996 Farm Bill Public Law 104-127 to restore damages sustained on (place) by (event) of (date). (Describe location of disaster and scope of damages.) This work is needed to protect lives and property from imminent hazards of floodwater, erosion and debris deposition.

We understand as sponsors of an Emergency Watershed Protection project, our responsibilities will include acquiring landrights and permits needed to construct, and if required, operate and maintain the proposed measures. We are prepared to provide local cost-share of 25 percent or great of the cost of the construction work, in currency or in-kind services.

The names, addresses, telephone numbers (email addresses) of the contact persons in our organization are as follows:

(Contacts)

Please contact (name) for additional information needed.

Sincerely,

Title...

Sample Public Notice Letter

UNITED STATES DEPARTMENT OF AGRICULTURE



Natural Resources Conservation Service
9173 W Barnes Dr., Suite C
Boise, Idaho 83709-1574

Phone 208-378-5700
Fax 208-378-5735
Web Site www.id.nrcs.usda.gov

Date

Name
Potentially Interested Agency
Address

The Natural Resources Conservation Service (NRCS) is giving notice that we will be assisting _____ County with an emergency action involving repairing and stabilizing _____ sites along _____ Creek. The eroded stream bank areas are located both upstream and downstream from the confluence of _____ Creek and _____ Creek in _____ County. These sites are known as _____, _____ and _____ properties. The impacted sites, combined, are approximately _____ feet in length. These sites eroded during an extreme weather event of (Date) _____. The _____ and _____ Creeks watershed received a significant amount of intense rain and high winds during a _____ day period. This event, estimated to be over a _____ year runoff occurrence and caused high flows to cut away stream banks in many areas. Both life and/or property are at risk and the threat needs to be removed immediately.

NRCS intends to provide Federal Assistance under the following authorities:

- ✚ Public Law 81-516, Section 216, 33 U.S.C. 70 1(b)
- ✚ Public Law 95-334 Section 403 of Title IV of the Agricultural Credit Act of 1978

The stream bank stabilization project consists of:

- ✚ Placing large woody debris (LWD) and rock components on these individual sites totally approximately _____ lineal feet.
- ✚ Protection of a _____ and _____ that are immediately threatened by the active eroding stream bank.
- ✚ The use of LWD with rock ballast will be the primary stream bank protection measure to ensure stability.
- ✚ The upper banks or upland regions will be either planed with willow bundles/shrubs or stabilized utilizing bio-engineering techniques.

Form NRCS-ADS-78

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE – This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED –

Name of project _____

Identity of improvement or development _____

Location _____

C. REAL PROPERTY ACQUISITION ASSURANCE –

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS –

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by the Nation Production Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor) This action authorized
at an official meeting _____

By: _____ on _____

Title: _____ day of _____, 19_____

Date: _____ at _____

State of _____

Attest: _____
(Name)

(Name of Sponsor) This action authorized
at an official meeting _____

By: _____ on _____

Title: _____ day of _____, 19_____

Date: _____

Sample Operation and Maintenance Agreement Plan

OPERATION AND MAINTENANCE AGREEMENT/PLAN

FOR THE

_____ EWP PROJECT

(Project Name)

GENERAL

The Natural Resources Conservation Service (NRCS) outlines the following minimum requirements for Operation and Maintenance (O&M) of the measure(s) installed. The measure(s) was designed and installed to remove the eminent threat to high value property and public safety, however, the measure(s) is not intended to be a permanent repair and additional work may be necessary to extend the life of the project.

The following table outlines the practice operation and maintenance plan(s) that apply to the works of improvement. All applicable O&M plans are attached and outline the minimum requirements.

NRCS Practice Code	Practice Name O&M Plan	Attached
350, 638	Sediment Basin	<input type="checkbox"/>
356	Dike	<input type="checkbox"/>
410	Grade Stabilization Structure	<input type="checkbox"/>
560	Access Road	<input type="checkbox"/>
580	Streambank or Shoreline Protection	<input type="checkbox"/>
582	Open Channel	<input type="checkbox"/>
584	Channel Stabilization	<input type="checkbox"/>
606	Subsurface Drain	<input type="checkbox"/>

E – NRCS Damage Survey Report

Fillable Form Found At:

<ftp://ftp-fc.sc.egov.usda.gov/WI/forms/nrcspdm20.pdf>

Example to follow

United States Department of Agriculture
 Natural Resources Conservation Service

OMB No. 0578-0030
 NRCS-PDM-20

**DAMAGE SURVEY REPORT (DSR)
 Emergency Watershed Protection Program – Recovery**

Section 1A

NRCS Entry Only

Date: _____

Eligible: Yes _____ No _____

Approved: Yes _____ No _____

Funding Priority Number (from Section 4) _____

DSR Number: _____ Project Number: _____ Limited Resource Area: Yes _ No _____

Section 1B Sponsor Information

Sponsors Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Section 1C Site Location Information

County: _____ State: _____ Congressional District _____

Latitude: _____ Longitude: _____ Section: _____ Township: _____ Range: _____

UTM Coordinates: _____

Drainage Name: _____ Reach: _____

Damage Description: _____

Section 1D Site Evaluation

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?*			
Recover measures would be for runoff retardation or soil erosion prevention?*			
Threat to life and/or property?*			
Event caused a sudden impairment in the watershed?*			
Imminent threat was created by this event?***			
For structural repairs, no repaired twice within ten years?***			
Site Defensibility			
Economic, environment, and social documentation adequate to warrant action (Go to pages 3, 4, 6 and 6***)			
Proposed action technically viable: (Go to Page 9 ***)			

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effect: YES _____ NO _____

Comments: _____

*Statutory

**Regulation

***DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other pages in this form, add appropriate pages.

7/2005

DSR NO. _____

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A: _____

Total installation cost identified in this DSR: Section 3: \$ _____

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

“The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202)720-6382 (TDD). USDA is an equal opportunity provider and employer.

CIVIL RIGHTS STATEMENT OF ASSURANCE

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: Namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. The will also be in accordance with regulations of the Secretary of Agriculture (7 CFS 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO: _____

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		2D Effects of Alternatives		
Soil				
Water				
Downstream water rights				
Air				
Plant				
Animal				
Other				

DSR NO: _____

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.				
Coastal Zone Management Areas				
Coral Reefs				
Cultural Resources				
Endangered and Threatened Species				
Enviornmental Justice				
Essentional Fish Habitat				
Floodplain Management				
Invasive Species				
Migratory Birds				
Natual Areas				
Prime and Unique Farmlands				
Riparian Areas				
Scenic Beauty				
Wetlands				
Wild and Scenic Rivers				

Completed By: _____ Date: _____

DSR NO: _____

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
Properties Protected (Public)			
Business Losses			
Other			

Total Near Term Reduction \$ _____
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3) \$ _____

Completed By: _____ Date: _____

DSR NO: _____

Section 2G Social Consideration

**This section must be completed by each alternate considered
(Attach addition sheets as necessary)**

	YES	NO	REMARKS
Has there been a loss of life as a result of the watershed impairment			
Is there a potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)?			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			

Completed By: _____ Date: _____

DSR NO: _____

Section 2H Group Representation and Disability Information
This section must be completed by each alternate considered

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
TOTAL GROUP	

Census tract(s) _____

Completed By: _____ Date: _____

DSR NO: _____

**Section 2I Required Consultation or Coordination Between the Lead Agency
And/or the RFO and Another Governmental Unit Including Tribes:**

Easements, permissions, or permits: _____

Mitigation Description: _____

Agencies, persons, and references consulted, or to be consulted: _____

DSR NO: _____

Section 4 NRCS EWP Funding Priority

**Complete the following section to compute the funding priority for the recovery measures in this application
(See instructions on pages 12-14 on the form)**

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
Is this an exigency situation?				
Is this a site where there is serious, but not immediate threat to human life?				
Is this a site where buildings, utilities, or other important infrastructure components are threatened?				
Is this a site a funding priority established by the NRCS chief?				
The following are modifiers for the above criteria			Modifier	
Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
Will the proposed action or alternatives protect or conserve prime or important farmland?				
Will the proposed action or alternatives protect or conserve existing wetlands?				
Will the proposed action or alternatives maintain or improve current water quality conditions?				
Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks: _____

DSR NO: _____

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E)

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

_____ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter _____
Chapter _____
Chapter _____
Chapter _____
Chapter _____

_____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date: _____

NRCS Representative of the DSR Team

Title: _____ Date: _____

Section 5B Comments: _____

Section 5C

Sponsor Concurrence

Sponsor Representative

Title: _____ Date: _____

Section 6

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

INSTRUCTIONS FOR COMPLETING THE NRCS – PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax.	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP Program.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to <u>briefly</u> describe the effects of the alternatives to the proposed action including the "no action" alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use N/A to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative, and any other alternatives being considered. The "no action" alternative is the predicted future condition if no action is taken.	

<p>2D</p>	<p>Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.</p>	
<p>2E</p>	<p>Enter Special Environmental Concerns For Clean Water Act Water of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.</p>	
<p>2F</p>	<p>Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	

2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach addition sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor Completes
2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impact and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from the Sponsor.
	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for question 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier by entering the alphabetic indicator(s) that exists within the site. The number of site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistances from the Sponsor.
	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS Completes
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	

5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Frequently Asked Contracting Questions

Emergency Watershed Protection Program Frequently Asked Contracting Questions

1. Are there any contracting procedures available to expedite the contracting process for Emergency Watershed Protection measures?

- *Standard Federal acquisition procedures already exist which enable NRCS acquisition professionals to properly respond, to procurement requests for Emergency Watershed Protection Program (EWP) measures. These procedures are called the Simplified Acquisition Procedures (SAP) and are covered in Part 13 of the Federal Acquisition Regulation (FAR). The Agriculture Acquisition Regulation (AGAR) Part 413 supplements the FAR. SAP applies to purchases that do not exceed \$100,000.*
- *A warranted contracting officer (CO) follows these procedures for purchases with an estimated value of between \$25,000 and \$100,000:*
 - ◆ *Develop a written Request for Quotation (RFQ) electronically upload the RFQ or synopsis notice to FedBizOpps (FBO).*
 - ◆ *Solicit written quotations from a sufficient number of vendors to promote competition to the maximum extent practicable.*
 - ◆ *Receive and analyze written quotations Issue a purchase order to the contractor offering the best price.*
 - ◆ *Notify the successful contractor in writing to proceed with the work.*
- *These procedures can be completed in less than 30 days. The CO should plan the procurement after consulting with the other EWP Team members. The actual time period will vary depending on the urgency of the situation, complexity of the work, and other factors.*
- *The CO follows the same procedures as above for purchase with an estimated value of less than \$25,000, with the exception of uploading the RFQ to FBO.*

2. Do contracting procedures for EWP differ from other contracting procedures?

- *No, contracting procedures for EWP do not differ from other contracting procedures. Non-Federal contracting methods for installation of recovery measures are available to NRCS and should be considered and discussed with project sponsors. These options include force account, performance of work, and locally led contracting. Complete descriptions of these methods are in the National Contracts, Grants, and Cooperative Agreement Manual.*

3. Have contracting procedures changed? It appears that we lost an option to expedite EWP projects by replaced the term exigency with urgent and compelling. Didn't exigency allow NRCS to award contracts with less than full and open competition in light of the need to conduct the EWP work immediately?

- *It is important to understand the terminology from both the EWP Program side and the many of our EWP projects are completed under contracts valued at \$100,000 or less. Some of our projects, that have an estimated value of less than \$100,000, are classified as "urgent and compelling situations". Contracting officers can arrange for installation of such EWP work immediately, using procurements that are developed and awarded under the current acquisition regulations. This is done without hindrance of the more complex regulations applicable to procurements estimated to exceed \$100,000. Following is an example:*
 - ◆ *A flood event is threatening the elementary school. The site is determined to be eligible under the program. Team members evaluate the situation and determine that the placement of rock riprap will prevent the school from being undermined and destroyed. The EWP Team estimates the work will cost \$80,000, and prepares a simple drawing. The county agrees to serve as the project sponsor, and an agreement is executed on site. Several local contractors are provided with a drawing and a basic request for quotation form. They are asked to provide a written quote within 30 minutes for performing the work. A contracting officer evaluates the quotes immediately. The CO verbally advises the contractor offering the lowest price to commence the work, and that a written purchase order will follow. The work is completed in two days.*

- *Under the above example we are able to properly alleviate the threat at this urgent and compelling site. Alleviation of the immediate threat enables NRCS to design a more permanent solution if necessary, and contract for the permanent solution in a manner that the acquisition regulations can support.*
4. **Is the “less than full and open competition” contracting guidance previously issued still in effect?**
- *No, because the referenced guidance was issued before the issuance of FASA. FASA effectively supersedes that guidance.*
5. **What contracting methods are available to address urgent and compelling sites less than \$100,000? ~ What features does this offer? ~ How fast can a contract be awarded?**
- *Response to Question #1.*
 - ◆ *A CO follows the same procedures for urgent and compelling situations with the following minor changes:*
 - *Solicit verbal quotes from a sufficient number of vendors to promote competition to the maximum extent practicable.*
 - *Verbally advise the contractor offering the lowest bid that a written purchase order will follow.*
 - *CO will verbally notify the contractor to proceed with the work.*
 - ◆ *A purchase order can be issued within hours using these procedures.*
 - ◆ *NOTE: The steps above do not include a step for synopsisizing the procurement in FBO. The requirement to publicize is not waived. A CO would have to weigh the individual risk and make a conscious decision to skip that step under urgent and compelling circumstances. A CO must not knowingly violate the FAR requirements. NRCS may want to consider seeking a waiver of the FBO synopsis requirement after the EWP urgent and compelling language to protect contracting officers in these situations.*
6. **What is the minimum number of days to award a Federal contract for work that is not urgent and compelling? (Give days for each phase)**
- *Following is an example of a project with the work having an estimated value of more than \$100,000, and using the following assumptions:*
 - ◆ *CO has prepared the complete solicitation (invitation for bids-IFB).*
 - ◆ *No amendments to the IFB are necessary during the 30-day period.*
 - ◆ *There are no mistakes in bids by bidders.*
 - ◆ *There is no protest of the solicitation or the award by interested parties.*
 - *15 days: Notice of proposed contract action published at FBO for a minimum period for prospective bidders. NRCS no longer maintains a mail list or sends out a pre-solicitation notice.*
 - *30 days: IFB and the FBO are available for downloading by downloading by prospective contractors and bids are received.*
 - *3 days: Bids opened, recorded, evaluated, pre-award survey of apparent low bidder is conducted, and the contract award is made to responsible bidder.*
 - **TOTAL 48 DAYS.**
7. **What are the advantages of local contracting with project agreements?**
- *Locally led contracting is the preferred method of arranging for the installation of project measures, providing they have the desire and capacity to develop and execute a local contract.*
 - *NRCS staff can spend more time on the many other tasks that are required of them.*
 - *Funds can be obligated when a project agreement is executed rather than when a contract is signed by the CO.*

8. What are the advantages to having a single state agency sponsor for EWP work?

- *Using one sponsor, a state agency, for example, can reduce the workload necessary for NRCS to carryout EWP activities. A project agreement, which is executed with a state agency, allows NRCS to obligate our funds immediately. Along with the EWP Program statutory authority, we can cite Section 714 of the FY2001 Agriculture Appropriations Act, Public Law 106-387, as justification for the non-competitive award of cooperative agreements. The state as project sponsor, can award sub-grants to other recipients or award contracts to contractors using its own procurement laws.*
 - ◆ *It is important to examine the scope of the event that caused the emergency before deciding if it is advantageous to sign an agreement with a single state agency. For example, with a major or presidentially declared disaster covering a region or multiple county areas, it may be more efficient to sign one agreement. With a small event we may want to sign agreements with individual sponsors.*
 - ◆ *We must operate under our legal authorities, but we must also think through our options very carefully to ensure we have maximum flexibility and efficiency.*

9. What are some general “tips” to compress the contracting period that can be taken in advance of a natural disaster event?

- *While there is little flexibility in the regulatory “contracting period”, there are some actions that contraction officer can take in advance of natural disaster events to insure that the time used in various steps of the contracting process to make sure it takes no longer than the legally required. These actions include the following:*
 - ◆ *Develop and maintain a good working relationship with all program, technical, and other administrative members of the EWP Team.*
 - ◆ *Develop and maintain both electronic and hard copies of typical and non-typical agreement, and contract documents. This will ensure they are ready for use immediately when a disaster is declared.*
 - ◆ *Maintain the Agriculture Contracting Acquisition System (AGCAS) software with updates.*
 - ◆ *Utilize the “Master Package” method when appropriate. With this method, a master, standard, or generic package is prepared for prospective contractors. It will contain all the standard clauses, provisions, and other information that is applicable to all project sites and contracts. A separate or supplemental package containing the drawings, specifications, and any other information that is unique for a specific site. This can be used when numerous contracts are planned for the same area or watershed.*
 - ◆ *Develop a good relationship with the U.S. Small Business Administration Office Representative serving our area to identify good qualified contractors; (Section 8(a)). Not only can NRCS negotiate contacts with 8(a) certified firms very quickly and without regard to the competition requirement of our acquisition regulations, we can earn credit toward the agency’s annual procurement preference program goals.*

10. Can we advertise a contract before the sponsor receives all necessary permits? If so, should we use any specific language in the contract to address the fact that the work may change or may not be able to start as soon as the contract is awarded?

- *No. One of the prerequisites to signing a project agreement is for the sponsor to submit a properly complete NRCS-ADS-78, Assurances Relating to Real Property Acquisition. All project agreement exhibits specifically require that the sponsor comply with this requirement. See the following citations:*
 - ◆ *National Contracts, Grants, and Cooperative Agreements Manual, Sections 514.35 & 511.3.*
 - ◆ *National EWP Manual, Section 502.11(b).*
 - ◆ *National EWP Handbook, Section 605.00(h).*
- *A contract cannot be issued before all landrights are acquired and a project agreement is executed. To do so is a violation of the above policy.*
- *If there is a valid requirement for a delayed notice to proceed, all potential bidders should be notified of this through the inclusion of FAS Clause 52.211-10, Alternate I. In the case of locally led contracts, the*

sponsor should include similar language.

- *It is improper to advertise or encourage potential contractors to spend their time reviewing our work requirements and/or visit a work site, if we don't have a valid fund availability certification.*

11. Where can I find written contract information that applies to EWP?

- *All warranted contracting officers can access the appropriate Federal, Agriculture, and NRCS Acquisition Regulations. In addition, contracting officers can electronically access web sites and resources that are necessary to properly administer EWP contracts.*
- *Contact your CO who will be glad to share this information and answer any questions. Additional assistance is available from the contract specialist in your regional office and procurement analyst in MSD, National Headquarters.*

***SAMPLE PROJECT AGREEMENT
FEDERAL CONTRACT***

STATE: Idaho
PROJECT: _____

UNITED STATE DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
FEDERAL CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSED THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agriculture Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (floods, fires, drought) on _____ 20____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS herby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$_____.

DSR No.	Description of Work	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Sponsor will:

1. Provide _____ percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. The cost to the Sponsor is estimated to be \$_____.
2. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, and inspect work performed). The maximum value of in-kind contribution will not exceed ___percent of the actual work of constructing the emergency watershed measures described in Section A. The value of the in-kind contribution is estimated to be \$_____. The Sponsor will retain records to support cost incurred by the Sponsor equal to the amount of the in-kind contribution.
3. Complete all in-kind work with ____ days of signing this agreement. If in-kind work is not completed on time, NRCS may bill the Sponsor for the estimated cost of the work. An extension may be granted due to conditions outside the control of the Sponsor.

4. The following individual is designated as the liaison between the Sponsor and NRCS.

(Name)

(Address)

(Phone)

5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work).
6. Review and approve plans for constructing the emergency watershed protection measures described in Section A.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
8. Make payment to NRCS upon receipt of billings as outlined in paragraph C.5. Payments must be received within 30 calendar days from the date of billing.
9. Comply with the applicable requirements in Attachments A and B to this agreement.
10. Upon acceptance of work from the contractor, assume responsibility for operation and maintenance for the measures completed as outlined in the O&M agreement.

C. NRCS will:

1. Provide _____ percent of the cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$ _____ .
2. Provide credit to the Sponsor for in-kind contribution of ____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Contract for the emergency watershed protection measures described in Section A in accordance with Federal Contracting Procedures.
4. Provide authorized technical services, including but not limited to obtaining basic information; preparation of designs, construction drawings and construction specifications; and performance layout, inspection services, and quality control during construction.
5. Arrange for the conduct final inspection of the completed emergency watershed protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
6. Bill the Sponsor for _____ percent of the work described in Section A.

D. It is mutually agreed that:

1. The furnishing of financial and other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of Congress to appropriate.
2. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payment made by or recoveries made by NRCS under is termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
3. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that termination is pending.
4. Additional funds, properly allocated as construction cost as determined by NRCS required as a result of a contractor's claim, or modifications are to be provided in the same ratio as construction funds are contributed under the terms of this agreement.
5. This agreement is effective the day it is fully executed by all parties to the agreement. It may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
6. In the event of default, any additional funds required to ensure completion of the work will be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement; and any excess costs collected from the defaulting contractor or their surety are to be prorated between the Sponsor and NRCS under the same ratio as construction funds are contributed under the terms of this agreement.

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an official Meeting of

On the _____ day of _____ at _____

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: _____

Date: _____

***Sample Cooperative Agreement
For Locally-Led Contracting***

STATE – Idaho
PROJECT _____
AGREEMENT NO. _____

UNITED STATE DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING**

THIS AGREEMENT, made this _____ day of 20____, by and between the, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSED THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516 Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Floods, Fires, Drought) _____ on _____, 20_____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS de hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$ _____ .

DSR No.	Description of Work	Estimated Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Sponsor will:

1. Provide _____ percent (cash of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$ _____ .
2. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed _____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$ _____ . The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. The following individual is designated as the liaison between the sponsor and NRCS.

(Name)

(Address)

(Phone)

4. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in the State of Idaho prior to submittal to NRCS.
5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
7. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.
8. Comply with the applicable requirements in Attachments A and B to this agreement.
9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.

Examples of in-kind contributions include DSR investigations, design, inspection, and contracting. This will be discussed between the Sponsor and NRCS to determine the amount of work and the percentage of in-kind contribution will be credited to the Sponsor.

10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement.
13. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
14. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.

15. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.
16. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
17. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide _____ percent of the cost of constructing the emergency watershed protection measures described in Section A. The cost to NRCS is estimated to be \$ _____ .
2. Provide the value of the Sponsor in-kind contribution not to exceed _____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
4. Review and approve construction plans as identified in Section B4 of this agreement.
5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270 Request for Advance or Reimbursement.
6. Be available to conduct progress checks and participate in final inspections.
7. The following individual is designated as the liaison between the Sponsor and NRCS:

(Name)

(Address)

(Phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to appropriate.

3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-1 5, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Agriculture or any agency thereof.

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an official Meeting of

On the _____ day of _____ at _____

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: _____

Date: _____

***Sample Cooperative Agreement
For Locally-Led Contracting with Land User***

STATE – Idaho
PROJECT _____
AGREEMENT NO. _____

UNITED STATE DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING
WITH LAND USERS**

THIS AGREEMENT, made this _____ day of 20____, by and between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSED THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516 Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Floods, Fires, Drought) _____ on _____, 20_____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS de hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$ _____ .

DSR No.	Description of Work	Estimated Cost
_____	_____ _____	_____
_____	_____ _____	_____

B. The Sponsor will:

1. Enter into a contract approved by the Service, with each land user for debris removal measures in accordance with drawings and specifications furnished or approved by the Service. A copy of each contract will be furnished to the Service.
2. Secure written concurrence of the Service before approving modifications or changes in the Sponsor-Landowner contract.
3. Provide _____ percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated to be \$ _____ .

4. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed _____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$ _____. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of in-kind contribution.**
5. Pay the participant as set out in the Sponsor – Landowner contract. Submit billings to the Service on Form SF-270 supported by Forms SCS-FNM-141, and invoices, if required.
6. Issue Internal Revenue Service (IRS) Form 1099-G, Statement of Recipients of Government Payments to the participant and to IRS as required by IRS regulations.
7. The following individual is designated as the liaison between the Sponsor and NRCS:

(Name)

(Address)

(Phone)

8. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in the State of Idaho prior to submittal to NRCS.
9. Accept all financial and other responsibility for excess cost resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
10. Comply with the applicable requirements in Attachments A and B to this agreement.
11. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.

Examples of in-kind contributions include DSR investigations, design, inspection, and contracting. This will be discussed between the Sponsor and NRCS to determine the amount of work and the percentage of in-kind contribution will be credited to the Sponsor.

12. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
13. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the Sponsor – Landowner contract(s) awarded under this agreement. This includes, but is not limited to, disputes claims and litigation that my result from the project. Such actions will be at the expense of the Sponsor including legal expenses.

15. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.
16. Upon acceptance of the work from the landowner(s), assume responsibility for operation and maintenance.
17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

** Examples of in-kind contribution include DSR investigations design, inspection and contracting. This will be discussed between the Sponsors and NRCS to determine the amount of work and the percentage of in-kind contribution that will be credited to the Sponsor.

C. NRCS will:

1. Provide 75 percent of the flat rate cost established for each component(s) or practice(s) if the Landowner installs the work using his or her own forces, or 75 percent of the actual cost not to exceed such percentage of the flat rate cost when the Landowner has components or practices installed by a contractor. The flat rate cost of practices and components to be installed under this agreement are included in the enclosed installation schedule. This amount is estimated to be \$ _____ .
2. Provide the value of the Sponsor in-kind contribution not to exceed _____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Not be substantially involved with the technical or contractual administration of this agreement. However NRCS will provide advice and counsel as needed.
4. Review and approve construction plans as identified in Section B4 of this agreement.
5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement and supported by Form SCS-FNM-141, and invoices if required.
6. Be available to conduct progress checks and participate in final inspections.
7. The following individual is designated as the liaison between the Sponsor and NRCS:

(Name)

(Address)

(Phone)

D. It is mutually agreed that:

1. Sponsor – Landowner contracts will be executed with Landowners based on the amount of funds reserved in these funds and will be available for signing contracts until _____, and then they will be automatically withdrawn by the Service from this project agreement.
2. This agreement is effective the date it is fully executed by all parties to this agreement. I shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
3. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
6. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
7. The Sponsor will be liable to the Service for the Service share of any funds collected by or due the Sponsor from the Landowner due to violations by the Landowner under the Sponsor contracts. The Service share will be determined by prorating the funds due or collected between the Sponsor and the Service in the same ratio as funds are contributed under the terms of this agreement.
8. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-1 5, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Agriculture or any agency thereof.

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an official Meeting of

On the _____ day of _____ at _____

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: _____

Date: _____

STATE – Idaho
EWP PROJECT _____
AGREEMENT NO. _____
LANDOWNER _____

SPONSOR – LANDOWNER CONTRACT

This agreement made this _____ day of _____, 20 _____, by and between the County, called the Sponsor, and _____ called the Landowner.

Part I – Work to be Accomplished

Install the following practices: (Show the practice(s) to be installed, as set forth in the enclosed EWP Plan of Work and installed schedule). _____

At an estimated total cost of \$ _____. These practices are to be installed in locations as described on the enclosed EWP plan and in accordance with the enclosed installation schedule.

Part II – Terms and Conditions

1. The Landowner agrees:

- a) To participate in the _____ EWP Project of _____ County, Idaho.
- b) To perform or have performed all work described in Part I in accordance with drawings and specifications furnished by the Sponsor.
- c) To submit to the Sponsor a Certification of Completion and itemized statements of cost of labor and equipment and copies of contractors paid invoices when components of work are installed by a contractor.
- d) To complete or have completed all work described in Part I within _____ days from the last signature date shown below.
- e) To permit free access of Sponsor and NRCS representatives to establish and inspect the work at any time.
- f) That if during the contract period, the landowner fails to complete any component of the contract no payment will be made.
- g) By signing this contract the landowner certifies that no duplication of payment from any other source has been received for work performed under this contract.
- h) No payment under the terms of this contract will be made to landowners listed on the county’s Farm Service Agency (FSA) debt register unless and until said debt is retired.

2. The Sponsor agrees:
 - a) To enter into a Landowner Contract with the landowner to complete work described in Part 1.
 - b) To provide drawings and specifications and technical assistance for work described in Part 1.
 - c) To make cost-share payments with funds from the NRCS at 75 percent of the flat rate established for each component(s) or practice(s) if the landowner installs the work using his or her own forces, or 75 percent of the actual cost not to exceed such percentages of the flat rate cost when the landowner has components or practices installed by a contractor. The flat rate cost of practices and components to be installed under this agreement are included in the enclosed installation schedule. This amount is estimated to be \$ _____

3. It is mutually agreed that:
 - a) This agreement may be amended, when agreed to by both parties, to provide revision of the installation schedule for the work.
 - b) The cost-share payments from NRCS funds under this agreement are limited to \$ _____ .

Part III – Signatures

Landowner: _____

Social Security Number: _____

Signature: _____

Mailing Address: _____

Date: _____

County Soil Conservation District

(County/Sponsor): _____

By: _____

Title: _____

Date: _____

***Sample Cooperative Agreement
For Force Account Contracting***

STATE – Idaho
PROJECT _____
AGREEMENT NO. _____

UNITED STATE DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
FORCE ACCOUNT**

THIS AGREEMENT, made this _____ day of 20____, by and between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSED THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516 Emergency Watershed Protection Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Floods, Fires, Drought) _____ on _____, 20_____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS de hereby agree as follows:

A. It is agreed that the following described work is to be performed at an estimated cost of \$ _____ .

(Description of Work)

B. The Sponsor will:

1. Provide _____ percent of the cost of construction the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated to be \$ _____ .
2. Secure the materials and equipment and install the emergency watershed protection measures described in Section A by Force Account in accordance with specifications furnished by NRCS and specifications furnished by the Sponsor when concurred by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating condition.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

4. The following individual is designated as the liaison between the Sponsor and NRCS:

(Name)

(Address)

(Phone)

5. Carry out the work in accordance with the plan of operations heretofore prepared by the Sponsor and concurred by NRCS. Secure NRCS concurrence before changing the plan of operation.
6. Any acquisitions shall be procured in accordance with applicable state requirements.
7. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
8. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
9. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible cost incurred.
10. Maintain, as a minimum, the following data to support the Sponsor's request for reimbursement:
- a) Invoices covering actual cost of materials
 - b) Records showing materials actually used on the work, and disposition of excess materials
 - c) Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed on the work.
 - d) Equipment operating records showing the rate, hours, and dates actually used on the work.
11. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operation.
12. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement of resulting from the work provided for in this agreement.
13. Retain all records dealing with direct supervision, labor, equipment and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt and transcripts.
14. Comply with applicable requirements in Attachments A & B to this agreement.

15. Upon acceptance of work, assume responsibility for operation and maintenance of the emergency measures (see Emergency Watershed Protection Handbook for applicability).

C. NRCS will:

1. Provide _____ percent of the cost of the emergency watershed protection measures described in Section A. This cost is estimated to be \$ _____ .
2. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.
3. Provide the services of a Government Representative and Government Inspector, as necessary.
4. Make payment to the Sponsor for NRCS's share of the cost upon receipt and approval of Form SF-270.
5. Be available to conduct progress checks and participate in final inspection.
6. The following individual is designated as the liaison between the Sponsor and NRCS:

(Name)

(Address)

(Phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 30 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced.
2. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm.
4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. The agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

- 6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor elect to proceed without obtaining concurrence as set out in Section B of this agreement.
- 7. The furnishing of financial and other assistance by NRCS is contingent on the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 8. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-1 5, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Agriculture or any agency thereof.

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an official Meeting of

On the _____ day of _____ at _____

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: _____

Date: _____

***Sample Cooperative Agreement
For
Performance of Work Contracting***

STATE – Idaho
PROJECT _____
AGREEMENT NO. _____

UNITED STATE DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**PROJECT AGREEMENT
PERFORMANCE OF WORK**

THIS AGREEMENT, made this _____ day of 20____, by and between the _____, Natural Resources Conservation District and the, _____ County Board of Supervisors, called the Contracting Local Organization; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSED THAT:

WHEREAS, under the provisions of the Watershed Protection and Flood Prevention Act, the Sponsors and NRCS agreed to plan for the above watershed, which provides for the installation of certain works of improvement;

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Floods, Fires, Drought) _____ on _____, 20_____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors, the Contracting Local Organization, and NRCS de hereby agree as follows:

- A. The following described work is to be constructed for an agreed-to price of \$ _____ .
Channel improvement clearing on _____ from station _____ to station _____ .
- B. The Sponsors will:
1. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the work of improvement described in Section A.
 2. Enter into a separate project agreement for the excavation of the channel described in Section A.
 3. Comply with the applicable requirements in Attachments A & B to this agreement.
- C. The Contracting Local Organization will:
1. Provide 25 percent of the agreed-to price for construction the works of improvement described in Section A. This amount is \$ _____ .
 2. Furnish all labor, materials and equipment and perform the work described in Section A in accordance with Specifications furnished by NRCS and specifications furnished by the Contracting Local Organization when concurred by the NRCS Contracting Officer.

3. Appoint a Contracting Officer and an authorized representative who shall have authority to act for the Contracting Officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS Contracting Officer's concurrence before changing the plan of operations.
4. Carry out the work in accordance with the plan of operations heretofore prepared by the Contracting Local Organization and concurred in by the NRCS Contracting Officer. Obtain the NRCS Contracting Officer's concurrence before changing the plan of operations.
5. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
6. Arrange for and conduct final inspection of the completed clearing with NRCS to determine whether all work has been performed in accordance with specifications and the plan of operations.
7. Pay suppliers and others as required to carry out the work. Submit billings to NRCS on Form SF-270.
8. Assume full financial and all other responsibility for any work that must be torn out, replaced, or repaired because of construction error or other causes that would be the responsibility of a contractor if the work performed by a construction contract.
9. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in the agreement.

D. NRCS will:

1. Provide 75 percent of the agreed-to price for constructing the works of improvement described in Section A. This amount is \$ _____ .
2. Provide authorized assistance such as design and layout, drawings and specifications for carrying out the plan of operations.
3. Provide the services of a Government Representative.
4. Provide the services of Government Inspectors, as necessary.
5. Make payment to the Contracting Local Organization covering NRCS's share of the costs upon receipt and approval of Form SF-270.

E. It is mutually agreed that:

1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement in the event, the work has not been commenced.
2. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsors or the Contracting Local Organization have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors and Contracting Local Organization in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS, the Contracting Local Organization, and the Sponsors.

3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Contracting Local Organization or the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS, at its sole discretion, may refuse to cost-share should the Contracting Local Organization elect to proceed without obtaining concurrences as set out in Section C of this agreement.
5. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision is not to be construed to extend to this agreement if made with a corporation for its general benefit.
6. The furnishing of the administrative and technical services by NRCS as set out in Section D-2 through D-4 of this contract is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall no obligate NRCS upon failure of the Congress to appropriate.

District: _____ NRCD

By: _____

This action authorized at an official meeting

Title: _____

of governing body of _____

Date: _____

on _____ at _____, State of Idaho

_____ County Board of Supervisors

This action authorized at official meeting

By: _____

of the _____ County Board of Supervisors

Title: _____

on _____ at _____

Date: _____

State of Idaho.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____ State Conservationist

Date: _____

***Sample Plan of Operations
For Use With
Force Account Performance of Work Contract***

CONSTRUCTION FORCE ACCOUNT PLAN OF OPERATIONS

FORCE ACCOUNT OR PERFORMANCE OF WORK

STATE – Idaho
 PROJECT _____
 AGREEMENT NO. _____

1. SCOPE:

The work shall consist of Clearing, Sediment Removal, Channel and Dike Restoration, installation of Rock Riprap and geotextile on the restored dike and channel banks, woody cuttings and vegetative cover along _____ Creek from _____ to _____ as described in the plans and specifications.

- a) Work Item 1: Clearing shall be accomplished in accordance with Construction Specification _____.
- b) Work Item 2: Sediment Removal shall be accomplished in accordance with Construction Specification _____.
- c) Work Item 3: Channel and Dike Restoration shall be accomplished in accordance with Construction Specification _____.
- d) Work Item 4: Rock Riprap and geotextile fabric shall be accomplished in accordance with Construction Specification _____.
- e) Work Item 5: Woody Cuttings shall be accomplished in accordance with Construction Specification _____.
- f) Work Item 6: Vegetative Cover shall be accomplished in accordance with Construction Specification _____.

2. ADMINISTRATIVE COSTS

Administrative cost will be borne by the Sponsor as outlined in the Cooperative Force Account Agreement.

3. MATERIALS

Cost incurred by the County as Project Sponsor for materials incorporated in the work or used for the installation of the measures described in Section 1, shall be documented by invoices from suppliers. Invoices shall identify the supplier, date of purchase, described material, quantity, unit cost and total cost for all materials. Copies of invoices shall be presented to the NRCS Inspector when the material is delivered to the site. NRCS and Sponsors are encouraged to make prompt payments to suppliers and exercise any discounts that timely payments will provide.

NOTE: See Cooperative Force Account Agreement for procurement procedures.

The following materials are an example of estimated cost for required work:

Rock Riprap	1,500	Ton	\$24.00	\$36,000
Geotextile Fabric	2,200	SY	\$1.50	\$3,300
Seed				
Sheep Fescue	16	LB	\$5.00	\$80
Big Bluegrass	12	LB	\$2.00	\$36
Tufted Hairgrass	2	LB	\$30.00	\$120
Fertilizer	600	LB	.20	\$120

Straw Mulch	3	Ton	\$50.00	\$150
MATERIAL TOTAL COST				\$39,746

All costs include the cost to have material delivered to the site, and the cost for furnishing Woody Cuttings will include the labor to harvest woodies.

4. EQUIPMENT

The County shall provide suitable equipment for the installation of the measures described in Section 1, Equipment costs will be determined using the current rental rates set by the County. Costs for fuel, service, and/or repairs are included in the equipment rates and no additional payment will be made for these items. Hand tools such as shovels, power saws and hammers provided by the County will be furnished at no charge to NRCS.

See Cooperative Force Account Agreement for procurement procedures for the rental of equipment not owned by the County or under current lease with the County.

Chargeable hours for equipment shall be recorded while the equipment is used at the site to accomplish the items of work outlined in the agreement and should not include idle or down time. The Supervisor for the County and the NRCS Inspector will confirm chargeable hours on a daily basis.

The following is an example Equipment used to accomplish the project and includes; hours, hourly rate, and associated project costs:

Equipment	Hours	Rate/hour	Amount
Excavators (2)	280	\$105.00	\$29,400
Backhoe	75	\$35.00	\$2,625
Loader	120	\$45.00	\$5,400
Tractor, crawler	150	\$90.00	\$13,500
Water truck	120	\$25.00	\$3,000
Sheepfoot compactor	80	\$70.00	\$5,600
Manual compactor	40	\$5.00	\$200
Dump Trucks (3)	240	\$20.00	\$4,800
Pickup	240	\$8.00	\$1,920
Chain Saws (3)	90	\$5.00	\$450
Wood Chipper	30	\$12.00	\$360
Water Pump	200	\$8.00	\$1,600
Tractor with Disk	24	\$20.00	\$700
Straw/Seed blower	4	\$60.00	\$240
EQUIPMENT ESTIMATED TOTAL COST			\$69,815

NOTE: When available, equipment should be identified by size, model, or other suitable method.

5. PERSONNEL

Qualified County personnel will be utilized for the installation of the measures described in Section 1. The rate of pay for each employee shall be the hourly rate described below:

Hourly Rate = County hourly wage rate times 1.45 1/

County Hourly Wage Rate shall be increased 1.5 times for overtime hours in excess of forty (40) hours in a single work week. (This could change based on a local union agreement).

- 1/ Factor for County paid employee benefits. NOTE: County paid employee benefits need to be determine when employee is earning overtime wages. These benefits generally do not increase at the same percent as provided with regular wages. One option that should be considered is that benefits remain at 1.45 times the regular wages during the earning of overtime wages.

Chargeable hours to the project shall be recorded while employees are at the work site, and exclude travel to and from the site. The County Supervisor and NRCS Inspector will confirm chargeable hours on a daily basis.

Personnel Classifications, Hourly Rate and estimated hours and cost anticipated for use on site include:

Personnel Classifications	Hourly Rate	Estimated Hours	Amount
Supervisor	\$35.00	240	\$8,400
Equipment Operator	\$28.00	600	\$16,800
Truck Driver	\$22.00	400	\$8,800
Grade Setter	\$18.00	200	\$3,600
Laborer	\$14.00	900	\$12,600
Landscape Laborer	\$12.00	200	\$2,400
EQUIPMENT ESTIMATED TOTAL COST			\$52,700

6. SUMMARY OF ESTIMATED COSTS

Materials	\$39,746	
Equipment	\$69,895	
Personnel	\$52,700	
PROJECT TOTAL ESTIMATED COST		\$162,341

7. CONSTRUCTION SCHEDULE

The normal workweek shall consist of five (5) eight (8) hour days, Monday through Friday, 7:30 AM to 4:00 PM with a ½-hour lunch break. The following is an example of the preferred work window for stream work.

<u>Work Item</u>	<u>Completion Date</u>
1 – Clearing	August 15, 20_____
2 – Sediment Removal	September 15, 20_____
3 – Channel & Dike Restoration	October 1, 20_____
4 – Rock Riprap	October 15, 20_____
5 – Woody Vegetation	November 1, 20_____
6 – Vegetative Cover	November 15, 20_____

All work under this Cooperative Force Account Agreement is estimated to involve 70 working days or 98 calendar days. Based on normal weather conditions during this period of the year, it is estimated that one day in every 15 days may result in construction activities being halted. This would increase the performance time about 6 days. During this construction period, three federal holidays will result in no work. Total calendars days of performance time is (98 + 6 + 3) = 107 days. In this example work would commence on or about August 1st and be completed by November 16th.

8. CONSTRUCTION SAFETY

All work shall be performed in accordance with the State of Idaho's OSHA Safety Standards. (The minimum health and safety requirements for construction shall be OSHA Safety Standards for construction together with the supplements provided by NRCS.)

SPONSORS ~ _____ COUNTY

Submitted by: ~ _____

Title: ~ _____

Date: ~ _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Concurred by: ~ _____

Title: ~ _____ Contracting Officer

Date: ~ _____

Attachments A and B

ATTACHMENT A ~ SPECIAL PROVISIONS

The landowner/cooperator agrees to comply with the following special provisions which are hereby attached to this agreement; to the extent they are applicable.

1. Drug – Free Workplace

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug – Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug – Free Workplace Act.

Controlled Substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal Drug Statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) AU direct charge employees; (2) AD indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (3) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- d) Notifying the employee in the statement required by paragraph 9 (a) that, as a condition of employment under the grant, the employee will ~
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9 (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local Health agency, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- h) Agencies shall keep the original of all disclosure reports in the official files of the agency. The cooperator may provide list of the site(s) for the performance of work done in connection with specific project or other agreement.

2. **Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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.
- C. The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of the 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 to exceed \$100,000 for each such failure.

3. **Certification Regarding Debarment, Suspension and Other Responsibility matters Primary Covered Transactions, (7 CFR 3017)**

- A. The cooperator certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or Local) terminated for cause or default.
- B. Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

4. **Clean Air and Water Certification**

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857c-g(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319 (c)] and is listed by EPA, or is not otherwise exempt).

- A. The cooperator signatory to this agreement certifies as follows:
- a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
 - b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that the facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environment Protection Agency List of Violating Facilities.
 - c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857c-g(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319 (c)] and is listed by EPA, or is not otherwise exempt).

A. The cooperator agrees as follows:

- a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
- b) That no portion of the work required by this agreement will be performed in a facility listed on the Environment Protection Agencies List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- d) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (d).

B. The terms used in this clause have the following meanings:

- a) The term “Air Act” refers to the Clean Air Act, as amended (42 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- b) The term “Water Act” refers to the Federal Water Pollution Control Act, as amended (33 S.S.C. 1251 et seq., as amended by Public Law 92-55).
- c) The term “Clean Air Standards” refers to any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 U.S.C. 1857c-5(d)], and approved implementation procedure or plan under section I 1 1(c) or section I 1 1(d), respectively, of the Air Act [42 U.S.C. 1857c-6(c) or (d)], or an approved implementation procedure under section 112(d) of the Air Act [42 U.S.C. 1857c-7(d)].
- d) The term “Clean Water Standards” refers to any enforceable limitation, control condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- e) The term “Compliance” refers to being compliant with the Clean Air or Water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

- f) The term “Facility” refers to any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by the Sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

5. **Assurances and Compliance**

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015 – 3019, and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

6. **Examination of Records**

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three-years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- 1. EQUAL OPPORTUNITY (NRCS-AS-83)**
- 2. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (NRCS-AS-83)**
- 3. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**
- 4. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- 5. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES**
- 6. CERTIFICATION OF NON-SEGREGATED FACILITIES (NRCS-AS-818)**
- 7. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor shall include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATION
OR REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

1. A Certification of Non-segregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
2. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Non-Segregated Facilities required, as follows:

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

1. A Certification of Non-Segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
2. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

1. A Certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a) "Covered Area" refers to the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" refers to the Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer Identification Number" refers to the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - d) "Minority" includes:
 - 1) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
 - 2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - 3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - 4) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7-a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the

Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
 - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including their collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific

review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
 - i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractors workforce.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of

these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contacts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

In-Kind Calculation Worksheet

In-Kind Worksheet

Mobilization/Demobilization

	<u>Sponsor \$</u>	<u>NRCS \$</u>
Survey Work	\$ _____	\$ _____
Project Design	\$ _____	\$ _____
Inspection	\$ _____	\$ _____
Contract Prep.	\$ _____	\$ _____
Contract Admin.	\$ _____	\$ _____

Structural Materials

	<u>Sponsor \$</u>	<u>NRCS \$</u>
Rock	\$ _____	\$ _____
Gravel	\$ _____	\$ _____
Earth Fill	\$ _____	\$ _____
Root Wads	\$ _____	\$ _____
Other	\$ _____	\$ _____

Vegetation

	<u>Sponsor \$</u>	<u>NRCS \$</u>
Seed	\$ _____	\$ _____
Grass Seeding	\$ _____	\$ _____
Trees/Shrubs	\$ _____	\$ _____
Planting	\$ _____	\$ _____
Mulch	\$ _____	\$ _____
Other	\$ _____	\$ _____

Construction Activity

	<u>Sponsor \$</u>	<u>NRCS \$</u>
Clearing	\$ _____	\$ _____
Earthwork	\$ _____	\$ _____
Debris Remove	\$ _____	\$ _____
Other	\$ _____	\$ _____

TOTAL INSTALLATION COST \$ _____

NRCS SHARE (75%) \$ _____

SPONSOR SHARE (24%) \$ _____

Summary of In-kind credit provided by Sponsor

Installation Costs	\$ _____
Service Costs	\$ _____

Total In-Kind Provided by Sponsor \$ _____

Sponsors 25% cost-share of installation \$ _____

Total In-kind provided by Sponsor \$ _____

Amount Due From Sponsor \$ _____

Amount Owed to Sponsor \$ _____

Sponsor Certification Date

State Administrative Officer Date

EWP Program Manager Date

Case File Documentation Checklist

Case File Documentation Checklist

(The following items are to be part of each EWP case file located in the field office)

1. Copy of EWP eligibility determination (Damage Survey Report)
2. Project Agreement
3. Operation and Maintenance Agreement
4. Location and Plan Map
5. Completed land rights certification (ADS-78)
6. Statement verifying utility company clearances
7. Copies of ALL Permits
8. Cultural Resource information (This information is restricted from release. This information should be clearly identified in order to protect it from inadvertent release)
9. Environmental Assessment (CPA-52)
10. Project design, computations, quantities, job class, etc.
11. Construction drawings and specifications
12. As-built drawings
13. Planning and Inventory notes
14. Letter from sponsor requesting NRCS assistance and other correspondence
15. In-Kind documentation if applicable
16. Project diary
17. Final Project Costs
18. Specifications
19. Biological assessment if required

Procedures for Cultural Resource Clearances

Cultural Resources

Cultural resources are the traces of all the past activities and accomplishments of people. They include tangible traces such as historic districts, sites, buildings, structures; and less tangible objects such as aspects of folklife, cultural or religious practices; historical documents; and some landscapes, vistas, and cemeteries.

NRCS recognizes that cultural resources are an integral part of our national heritage and recognizes its responsibilities for historic preservation, particularly as they are listed in the National Historic Preservation Act. NRCS will ensure that cultural resources are considered in all NRCS actions and programs. NRCS will attempt to identify cultural resources early in the planning and environmental evaluation process for all assistance activities. NRCS will protect cultural resources in their original location to the fullest extent practicable by avoiding adverse impacts.

Exigent Emergencies

Within 10 days of approving a request for emergency assistance, NRCS will notify the SHPO of the declaration of emergency with the date(s) that emergency work and procedures are in effect.

SHPO shall respond within seven days of notification of an emergency project with any information on known cultural resources in the area of potential effect, and recommendations for their protection. SHPO review will also attempt to identify unexamined areas with high potential for cultural resources in the affected area.

NRCS will take into account all cultural resources information provided by SHPO prior to repair work.

NRCS personnel certified in the National Cultural Resources Training Program will perform field inspections prior to emergency repairs in the area of potential effect. The use of untrained personnel to aid in such inspections will be governed by the scale of disaster and relief response needed and will be indicated during consultations with the SHPO.

Should a cultural resource be discovered, the SHPO will be immediately notified. The NRCS and the SHPO will consult to evaluate the resource and determine an appropriate course of action. If no appropriate action can be taken to protect an identified cultural resource without endangering human life or property, the SHPO and ACHP will be informed immediately over the signature of the State Conservationist.

The SHPO will be provided copies of all final reports of NRCS emergency work activities involving cultural resources. In any case where a cultural resource was damaged as the result of the disaster or the subsequent repair work, this notification will include the ACHP.

NRCS field office personnel will also attempt to carry out the normal procedures of this handbook to the fullest extent practicable.

Non-Exigent Emergencies

NRCS personnel certified in the National Cultural Resources Training Program will attempt to carry out the normal procedures outlined in this handbook to the fullest extent practicable, including quarterly reporting procedures.

If the SHPO is asked for assistance, NRCS will document the declaration of emergency with the date(s) that emergency work and procedures are in effect. SHPO shall respond within 10 days of notification with any information on known cultural resources in the area of potential effect, and recommendations

for their protection. SHPO review will also attempt to identify unexamined areas with high potential for cultural resources in the affected area.

If circumstances will not allow completion of the normal procedures established in this handbook, the procedures for exigent emergencies will be followed.

***Threatened and Endangered Species in Idaho
(USFWS)***

Endangered Species Act

Congress enacted the Endangered Species Act (ESA) in 1973 in order to protect species that are endangered (near the point of extinction) or threatened (near the point of becoming endangered). It also protects species habitat through Designated Critical Habitat areas. Section 7 outlines the procedures for Federal interagency cooperation to conserve Federally listed species and designated critical habitats. Section 7(a)(1) directs all other Federal agencies to utilize their authorities in furtherance of the purposes of the Act by carrying out programs for the conservation of species listed pursuant to the Act. Section 7(a)(2) states that federal agencies shall, in consultation with the Secretary of the Interior, insure that any action authorized, funded, or carried out is not likely to **jeopardize** the continued existence of a list species or result in the destruction or **adverse** modification of designated critical habitat.

Idaho NRCS will work cooperatively and closely with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) on Emergency Watershed Protection (EWP) projects to insure that Threatened or Endangered (T&E) species or their habitat will be protected. The USFWS and NMFS have "Emergency Consultation" procedures when natural disasters occur. Emergency actions are deemed as activities that must be taken to prevent imminent loss of human life or property. NRCS needs to contact the closest offices of the USFWS and NMFS to inform them of the situation as soon as possible. The USFWS and NMFS have the responsibility to offer recommendations to minimize the effects of the emergency response action on listed species or their critical habitat (the informal consultation phase). The emergency action can be implemented with Formal consultation occurring after the action is taken (see flow chart).

Species listed in Idaho based on published historical range and population

NOTE:

- ✚ This report shows the species listed in Idaho according to the Federal Register listing description.
- ✚ This list does not include experimental populations and similarity of appearance listings.
- ✚ This list includes species or populations under the sole jurisdiction of the National Marine Fisheries Service.
- ✚ Click on the highlighted scientific names below to view Species Profile for each listing.
- ✚ For current listings go to:
 - http://ecos.fws.gov/tess_public/pub/stateListingIndividual.jsp?state=ID&status=listed

Listed species (based on published historic range and population data) ~ 21 listings

Animals

Status

Species/Listing Name

T	Bear, grizzly lower 48 States, except where listed as an experimental population or delisted (Ursus arctos horribilis)
E	Caribou, woodland Selkirk Mountain population (Rangifer tarandus caribou)
E	Curlew, Eskimo Entire (Numenius borealis)
E	Limpet, Banbury Springs Entire (Lanx sp.)
T	Lynx, Canada (Contiguous U.S. DPS) (Lynx canadensis)
E	Rabbit, pygmy Columbia Basin DPS (Brachylagus idahoensis)
T	Salmon, chinook Snake River fall-run ESU (Oncorhynchus (=Salmo) tshawytscha)
T	Salmon, chinook Snake River spring/summer-run ESU (Oncorhynchus (=Salmo) tshawytscha)
E	Salmon, sockeye U.S.A. (Snake River, ID stock wherever found.) (Oncorhynchus (=Salmo) nerka)
T	Snail, Bliss Rapids Entire (Taylorconcha serpenticola)
E	Snail, Snake River physa Entire (Physa natricina)
E	Springsnail, Bruneau Hot Entire (Pyrgulopsis bruneauensis)

T	Squirrel, northern Idaho ground Entire (<i>Spermophilus brunneus brunneus</i>)
T	Steelhead Snake R. Basin (<i>Oncorhynchus (=Salmo) mykiss</i>)
E	Sturgeon, white U.S.A. (ID, MT), Canada (B.C.), Kootenai R. system (<i>Acipenser transmontanus</i>)
T	Trout, bull U.S.A., conterminous, lower 48 states (<i>Salvelinus confluentus</i>)
E	Wolf, gray U.S.A.: All of AL, AR, CA, CO, CT, DE, FL, GA, KS, KY, LA, MA, MD, ME, MO, MS, NC, NE, NH, NJ, NV, NY, OK, PA, RI, SC, TN, VA, VT and WV; those portions of AZ, NM, and TX not included in an experimental population; and portions of IA, IN, IL, ND, OH, OR, SD, UT, and WA. Mexico. (<i>Canis lupus</i>)

Plants

<u>Status</u>	<u>Species/Listing Name</u>
T	Catchfly, Spalding's (<i>Silene spaldingii</i>)
T	Four-o'clock, MacFarlane's (<i>Mirabilis macfarlanei</i>)
T	Howellia, water (<i>Howellia aquatilis</i>)
T	Ladies'-tresses, Ute (<i>Spiranthes diluvialis</i>)

Policy on Fish Enhancement Structures in the Floodway

The balance required between anadromous fish and the human environment is unique to the Northwest. Maintaining that balance often makes implementing regulations a challenge. Sometimes the local, State and Federal regulations contradict each other. This is the case with fish enhancement structures such as fish weirs, single log drops, root wads and small rock deflectors.

FEMA's regulations require communities to prohibit encroachments in regulated floodways unless accompanied by a no-rise analysis that demonstrates the project will cause no rise in the 100-year flood level. The current and proposed listing of certain anadromous fish species as Threatened or Endangered requires the restoration of their habitat to ensure their survivability. Restoring that habitat often entails encroaching in the floodway. A strict interpretation of this standard could require a relatively expensive analysis that might exceed the cost of the enhancement project.

FEMA recognizes this. While we believe the best course of action is to preserve the floodway encroachment standard as it exists, an informed judgment regarding fish enhancement structures can be made as to exceptions for which less than the maximum hydraulic analyses are required. A community official often does not have the qualifications to make an informed judgment regarding the impacts of these structures on flood hazards. Therefore, FEMA will allow the community to defer to the "judgment" of a qualified professional regarding such impacts. Such qualified hydraulic or hydrology professionals would include staff of Rural Conservation and Development and the Natural Resource Conservation Service. It would also include similarly qualified staff of fisheries, natural resource, or water resources agencies. Though these professionals may advise a community, it is the community itself that will make the ultimate judgment.

The qualified professional should, as a minimum, provide a feasibility analysis and certification that the project was designed to keep any rise in 100-year flood levels as close to zero as practically possible and that no buildings would be repetitively impacted by a potential rise. Additionally, routine maintenance of any project would be necessary to sustain conveyance over time and the community should commit to a long-term maintenance program in their acceptance of the project. FEMA also recommends a condition be placed on the projects emphasizing the dynamics of a river and, if the community deems necessary, further analysis be required.

We believe this is preferable to trying to specify in the community's ordinance language all the different types of fish enhancement structures which may not need to comply with the "no rise" standard. Typically, any rise caused would require some offsetting action such as compensatory storage, channel alteration, or removal of existing encroachment. One of these alternatives would be appropriate to compensate for any rise and still preserve the integrity of the floodplain standards.

Although Idaho is susceptible to many kinds of watershed impairment such as fires, wind and earthquakes, the primary source of impairment has historically been due to flooding. As a result of more recent floods in Idaho we have learned that streambank protection/restoration is the most common practice performed in association with flooding. Because of this, we know the vast majority EWP work will occur in streams with threatened and endangered (T & E) species.

The implications of this are that we will face increased regulatory requirements in implementing the EWP program in Idaho. These requirements include:

- ✚ A biological Assessment for each project.
- ✚ Written concurrence by National Marine Fisheries Service (NMFS) and/or U.S. Fish and Wildlife Service (FWS).
- ✚ Streambank protection/restoration work must be accomplished during in-stream work periods (fish windows).
- ✚ An iterative design process must be used to insure concurrence with regulatory agencies.
- ✚ Vegetative components (bioengineering) will be incorporated into the EWP designs.

These requirements are in addition to an already stringent State permitting process to protect anadromous and resident salmonids in Idaho.

In order to meet these requirements, all sections of the ERP will consider NEPA/ESA issues. In addition, a separate section of the ERP will be devoted to guidelines on implementing the EWP program in an environmental friendly, NEPA/ESA compliant manner. The development of these guidelines will require communication, coordination and input from State and Federal permitting agencies such as NMFS, FWS, USACE (regulatory branch), the Idaho Department of Environmental Quality and the Idaho Department of State Lands.

***Idaho EWP
Fire Response Guide***

Idaho Fire Response Guide

This EWP Fire Response Guide is intended to assist the Natural Resources Conservation Service (NRCS) staff with the implementation of our emergency program. Since each field office isn't involved with fires on an annual basis, the intent is to provide a useful tool that can be used to help "Guide" the field office through a fire situation. The GUIDE addresses several areas such as agency contacts, eligibility criteria, roles and responsibilities, establishing emergency response teams, examples of DSRs, agreements etc. Each fire will be unique creating numerous opportunities and challenges. Hopefully this document becomes a useful tool for dealing with fires on public lands.

WORKLOAD PRIORITY

When an emergency occurs within the State and NRCS is involved, the State Conservationist has determined the emergency work will take priority over all other program activities. Staff from throughout the state may need to be involved depending on the extent of the disaster.

AUTHORITY

Authority for EWP is contained in Section 216 of Public Law 81-516, Section 403) of Public Law 95-334, and Section 382 of Public Law 104-127. Responsibility for Emergency Watershed Protection Program (EWP) was assigned to the Secretary of Agriculture and delegated to the Chief, Natural Resources Conservation Service. State Conservationists administer EWP in their respective states and have sole authority to declare watershed emergencies and determine eligibility for program participation. The President or State Governor is not required to declare a disaster for NRCS to implement the EWP program.

The Forest Service (FS), Bureau of Land Management (BLM) and Idaho Department of Lands, Fire Management Division (IDL) have their own emergency funding for fighting fires and rehabilitating denuded watersheds.

PROGRAM OBJECTIVE

The objective of the EWP Program is to assist in relieving imminent hazards to life and property from fires, floods and other natural disasters that cause sudden watershed impairment. The definition of sudden watershed impairment is where damage results from a single natural occurrence or a short-term combination of occurrences that degrade natural resource conditions and functions. For the watershed to be eligible for assistance, the imminent threat to life or property must exceed that which existed before the impairment. Therefore, if the resource problem existed before the event, or it has been an ongoing problem, it would not be eligible.

UTILIZING THE EMERGENCY WATERSHED PROTECTION PROGRAM

Emergency watershed protection assistance may be provided when a presidential disaster is declared, or when local conditions warrant, the State Conservationist may declare a "local" emergency in absence of a presidential declared event. Assistance is available to private landowners and public agencies. A sponsor must represent individuals who are interested in the program. The FS, BLM and IDL can act as their own sponsor for their projects. When seeking assistance from NRCS the sponsor must submit a letter of request to the state conservationist. The state conservationist will respond to the request and initiate action by the agency. The following steps will be used within the state when responding to emergency requests.

STEP 1. ELIGIBILITY DETERMINATIONS

The involvement of the district conservationist is essential for administering and implementing a successful emergency watershed protection program. The DC becomes the local coordinator working with several entities and landowners. It is important that the DC understand the basics of the program and eligibility criteria. It is also imperative that the DC work with local governments and establish key contacts before disasters occur. The local jurisdiction may provide an indication of their willingness to sponsor potential future projects.

After an emergency has occurred the district conservationist will review the potential projects in the field. After screening the projects and the DC determines there may be eligible projects, they should immediately contact the EWP Program

Manager. The EWP Program Manager will coordinate with the DC to assemble a multi-disciplinary team to accompany the DC to the disaster site to determine program eligibility.

STEP 2. INTERDISCIPLINARY TEAMS

After a project has been determined eligible, an interdisciplinary team (IDT) will visit each site(s) to determine the best environmental, cost effective and socially acceptable approach to removing the imminent threat. The team members can vary depending on the scope of the project and issues that need to be addressed. Ideally the team would include: the district conservationist, sponsor, landowner, engineer, biologist, and appropriate partners to be determined by the DC (such as IDL, USFS, BLM, USFWS NMFS, County engineer, etc.).

The IDT team will respond to the emergency immediately after the fire has been determined eligible.

NATIONAL DISASTER ASSISTANCE RECOVERY TEAM

Each state also has access to a National Disaster Assistance Recovery Team (DART). This team will include NRCS staffs who have worked on several disasters during their careers. Their responsibility is to help the requesting state set up a EWP office, train NRCS personnel and others, and recommend operating procedures.

POLICIES

- NRCS is responsible for inspecting completed EWP projects to ensure that the sponsor is completing the required Operation and Maintenance responsibilities.
- Emergency funds may not be used to perform normal operation and maintenance.
- Emergency funds are not to be used to repair, rebuild, or maintain private or public transportation facilities (including private roads), public utilities (including wells) or similar facilities. However, we can protect them in some cases.
- Work will not be done on any measure installed such as PL-566 and existing EWP projects, or measures installed by other agencies.
- Emergency funds may not be used to remove threats to Federal-aid highways except where the Federal-aid highway protection would be incidental to other eligible projects.
- Emergency funds may not be used to repair damage to beaches, dunes or shorelines damaged by erosion as a result of wave action.
- The project agreement is developed between NRCS and the sponsor. The sponsor is responsible for securing permits and carrying out the operation and maintenance for the project.
- The Program Manager in consultation with the State Conservationist and District Conservationist(s) will establish cut off dates for accepting new project requests.

ROLES AND RESPONSIBILITIES

State Conservationist

- Responsible for administering the EWP programs within the state. This includes the coordination with other agencies
- Responsible for responding to sponsors who request NRCS assistance
- Requests funds from National Headquarters
- Submits a final report to the Chief of NRCS when the projects have been completed
- Communicates to NRCS employees on the importance and priority of EWP work

Program Manager

- Provides EWP program guidance
- Prepares correspondence for State Conservationist - request of funds from NHQ, respond to requests from sponsors
- Coordinates administrative needs with the Management Team Leader and Management Team, such as requesting funds, arranging contracting team, and locating vehicles for response teams
- Coordinate staff needs with field teams
- Requests National DART team in consultation with State Conservationist
- Establishes files for each project including Damage Survey Reports
- Develops project list to track status of projects

- Maintains EWP Emergency Response Plan and provides updates to the field
- Assists with coordination of staff assistance
- Schedules and coordinates EWP teams (eligibility, IDT, engineering)
- Keeps STC and State Leadership Team abreast of EWP activities
- Prepares final EWP report for State Conservationist for submittal to NHQ
- Works with partnering agencies educating them on EWP program activities and determining ways to work effectively together
- During disasters Program Manager will be liaison with National Headquarters, FEMA and other appropriate state agencies
- Assists Financial Management staff with collection of funds from sponsors
- Follows up with employees after disasters to get feedback on how to make the program better and more efficient.

District Conservationist

- Educates county and other agencies about the EWP program prior to disasters
- Reviews potential sites and determines initial eligibility using the NRCS Project Eligibility Worksheet as a screening tool
- Makes requests to EWP Program manager for eligibility team assistance
- Assists sponsors with contacting permitting agencies and emphasizes the importance of the sponsors participation at all site reviews
- Makes sure all landowners affected are on the site together
- Develops case files for each project
- Determines sponsor interest and financial commitment
- Works closely with local, state and federal agencies and sponsors
- Provides information and news releases to the media
- Coordinates all field office administrative functions such as timekeeping and overtime requests
- Submits overtime requests to the State Program Manager for approval
- Works closely with the Management Team Leader and contract officer to develop EWP contracts and agreements
- Develops a list of potential contractors prior to a disaster
- Develops and confirms schedules and deadlines for all work
- Follows up on previously completed EWP projects to determine project success and O&M needs
- Communicates to the landowner what we can or cannot do within the program guidelines
- Consults with USF&WS and National Marine Fisheries Service to assure ESA compliance
- Assists the sponsor in the determination of potential in-kind contributions

Contracting Officer

- Develops project agreements between NRCS and sponsor
- Assists in determining eligible in-kind expenses
- Works with NRCS staff and sponsors on site showings
- Works with contractors on bid documents
- Works closely with project sponsors
- Conducts site showings, solicitations, awards, pre-construction conferences, and all other contract administration
- Follows up on in-kind documentation

Sponsors

- Submit a written request to the State Conservationist requesting NRCS' assistance
- Need to be a legal subdivision of a State Government, a local unit of government, or tribe
- Must have legal authority and are able to certify land rights
- Selects one contact person to work with NRCS
- Need to acquire all necessary permits before construction begins
- Need to make sure utilities are located and appropriate easements have been acquired before construction begins
- Enter into a written agreement with NRCS outlining responsibilities and obligations

- Agree to provide for the operation and maintenance of completed structural measures
- Provide 25 percent of project costs (cash and/or approved and acceptable in-kind within 30 days receipt of the bill).
Note: All in-kind arrangements must be accepted and documented in advance and are not subject to unilateral changes by the sponsor, nor can in-kind arrangements be modified except by written modification to the project agreement

Permitting Agencies

- A representative from the ODF&W needs to accompany NRCS and sponsors to each site to provide input on how to solve the problem
- Need to involve USF&WS and NMFS if there are listed or potential listings of endangered species

PROJECT AGREEMENTS

An example of a project agreement between NRCS and a sponsor is located in your package. Included with the agreement is a copy of the ADS 78 (assurances relating to real property acquisition) form. This form is used to verify the sponsor has acquired the necessary land rights so the contractor can enter the property to complete the work.

EXAMPLES OF IN-KIND SERVICES

Several questions come up regarding what are eligible in-kind contributions that a sponsor can contribute towards a project in lieu of cash. Listed below are some examples of potential in-kind services:

- Tree planting, seeding and mulching
- Debris removal
- Materials (rock, earthfill, root wads, etc.)
- Design services (surveying, design work, plant specification work, anything associated with design or written specifications)
- Construction activity (clearing and grubbing, earthwork)

In general, in-kind contributions can include labor and equipment for any work not contracted for (must be associated with the project). Usually something we would be required to do ourselves or contract for specifically for the project at hand. In-kind labor is covered in 7 CFR 3016 and 3015.

NRCS CANNOT INCLUDE THE FOLLOWING ITEMS FOR IN-KIND MATCH:

- Legal information associated with land rights or legal opinions
- Administrative fees for administration of locally-led contracting activities

PERMITS

The types of permits required for EWP projects vary between counties. On several occasions when counties have acted as sponsors for EWP projects under exigency conditions the counties have exempted all permits within their control. This is very beneficial for completing our emergency work within the given time constraints.

It is recommended that the DC check locally to determine what specific permits are required in your area prior to disasters. Some of the more common ones are: DSL Section 401 Water Quality Certification, Corps 404, County fill and grade, wetlands, etc.

When working on Indian Reservations the Tribal permitting processes are followed. Each tribe has their own set of contractual rules and permitting processes. The Bureau of Indian Affairs should be contacted when fires occur on tribal lands.

COMMUNICATION

Communication is very important at all levels during emergency situations. The degree and form of communication may vary depending on the type and scope of the disaster. There may be a need for daily or weekly teleconferences, daily staff

meetings to coordinate activities, daily correspondence with other agencies, etc. We also need to communicate success stories and keep our congressional delegation informed of our agency activities.

EVALUATION

After each EWP event there are several things we learn that will help us do a better job when addressing future emergencies. The program manager will contact all of the individuals involved in the emergency to get feedback on how we can do things better.

At the end of a disaster staff will visit the project sites to determine if the repairs are functioning as intended.

All conservation easements and practices must be economically, socially, and environmentally defensible, and technically sound. The easement alternative must be cost-effective in comparison with other traditional measures.

***Bureau of Land management Supplemental Emergency
Stabilization and Rehabilitation Guidance***

BLM Supplemental Guide

This guidance supplements the Departmental Emergency Stabilization and Rehabilitation Handbook and together these two documents replace Bureau of Land Management (BLM) Handbook 1742. This supplement provides detailed information specific to the BLM policies, standards, and procedures used in the Emergency Stabilization and Rehabilitation program.

Emergency Stabilization and Rehabilitation (ESR) Policy

The objective of the Bureau's ESR program is to mitigate the adverse effects of fire on the soil-vegetation resource in a cost-effective and expeditious manner and to minimize the possibility of wildland fire recurrence or invasion of weeds. The purpose of rehabilitation is either to emulate historical or pre-fire ecosystem structure, function (including the re-establishment of the natural fire cycle), diversity, and dynamics consistent with approved land management plans, or if that is infeasible, then to restore or establish a healthy, stable ecosystem in which native species are well represented. Regional or State Rangeland Health Standards and Guidelines may include additional direction concerning post fire rehabilitation.

Appropriate use of ESR funds includes implementing practices to:

1. Protect life, property, soil, water (including water-dependent resources) and/or vegetation resources.
2. Prevent unacceptable on-site or off-site damage.
3. Facilitate meeting Land Use Plan objectives in conformance with land use plan decisions contained in local plans (per the Federal Land Management Policy and Management Act of 1976) and other applicable federal laws.
4. Reduce the establishment of undesirable or invasive species of vegetation.
5. Assist in meeting State or Regional Standards for Rangeland Health.
6. Repair or replace BLM minor facilities or structures destroyed or damaged by fire.

PROCESS TO PREPARE AND IMPLEMENT NORMAL FIRE REHABILITATION PLANS, EMERGENCY STABILIZATION & REHABILITATION PLANS, or NORMAL FIRE REHABILITATION PLAN SUPPLEMENTS

Normal Fire Rehabilitation Plan (NFRP)

The NFRP should be prepared on an eco-region/watershed basis at the District, Field Office, or Fire Management Zone level by an interdisciplinary team. To avoid redundancy, depending upon the situation, they may be prepared up to the sub-basin or Land Use Plan (LUP) level. The decision to prepare an NFRP is based on the size and diversity of the ecosystems involved, fire history (wildland fire occurrence and size), resource values, and resource management objectives and decisions in land use plans.

State Directors may require that NFRPs be prepared for all or part of the public lands within their area of jurisdiction in accordance with this Handbook and the responsibilities and policy in Manual Sections 1510, 1742, 1625-1, 1790-1 and 9210.

State Directors are delegated approval of NFRPs and may delegate approval of the supplements prepared for individual fires to the appropriate authorized official (within the \$100,000 maximum approval authority granted each state for an ESR project).

Normal Fire Rehabilitation Plan Supplement

The NFRP supplement describes the site-specific rehabilitation actions to be taken, additional input and analysis, including public input, with the Decision Record, and requires the Decision Record and Rationale documentation to complete the process.

Emergency Stabilization and Rehabilitation Plan (ESRP)

A site-specific ESRP is developed by an interdisciplinary rehabilitation team for post wildland fire resource needs in those areas not covered by an NFRP. The development of this plan is based upon the same factors as for NFRP. The ESRP contains a site-specific EA with opportunity for public input and generally is the preferred ESR procedure where wildland fire size and frequency do not warrant the time or effort to prepare a comprehensive NFRP and needed Supplement(s).

An Environmental Assessment or Supplement will be prepared for NFRP's, NFRP Supplements, and ESRP's in accordance with instructions in the BLM's National Environmental Policy Act Handbook (H-1790-1). The EA for the NFRP and ESRP should *also*:

- ✚ Address applicable land use plans ensuring that treatments identified in NFRPs and ESRPs are consistent with the land use plan objectives and decisions. Tier from existing Environmental Impact Statements for Land Use Plans or other applicable NEPA documents.
- ✚ Discuss how the proposed rehabilitation treatments, which could include no treatment, would facilitate the meeting of ESR and land use plan objectives. List potential species to be planted and discuss impacts of using introduced and native species (incorporate appropriate components of the Native/Non-native species.
- ✚ Consider cumulative impacts of past wildland fires and rehabilitation projects in the proposed treatment area. The positive effects of rehabilitation should be considered for reducing invasion of non-native annual as well as and providing fuel breaks for future wildfires.
- ✚ Summarize the consultation and coordination efforts with the public and other agencies.

Idaho State Emergency Mitigation Officer

Mark Stephensen, CFM
Idaho State Hazard Mitigation Officer
Phone: (208)422-5726
E-Mail: mstephensen@bhs.idaho.gov
Web Page: BHS.idaho.gov

***State of Idaho Hazard Mitigation Plan
Idaho Bureau of Homeland Security
November 2010***

<http://www.bhs.idaho.gov/Pages/Plans/Mitigation/SHMP.aspx>

Hard Copies Available Upon Request



*Historic Photo
Boise River at Flood Stage between 9th and 11th Streets
April 23, 1936*