

USDA – NATURAL RESOURCES CONSERVATION SERVICE  
EMERGENCY WATERSHED PROTECTION PROGRAM

Emergency Recovery Plan  
for the Pacific Islands Area



*The USDA Natural Resources Conservation Service (NRCS) provides Technical and Financial assistance to address imminent threats to life and property resulting from a natural occurrence. For the watershed to be eligible for assistance, the imminent threat to life or property must significantly exceed that which existed before the impairment. Natural occurrences include, but are not limited to, floods, fires, windstorms, hurricanes (typhoons), earthquakes, volcanic actions, slides, tornadoes, tsunamis, and droughts.*

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## 1 INTRODUCTION

This Emergency Recovery Plan (ERP) provides guidance for implementing the federal Emergency Watershed Protection (EWP) Program administered by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). The plan is written primarily for the benefit of staff working in the NRCS Pacific Islands Area (PIA), which has offices in multiple jurisdictions including Hawaii, American Samoa (AS), Guam, and the Commonwealth of the Northern Mariana Islands (CNMI). The information aims to clarify and focus action so that when a sudden watershed impairment takes place, NRCS can deliver assistance in a timely and efficient manner. As such, the ERP uses terms and titles that are commonly applied to NRCS activities in the PIA, which may differ slightly from common NRCS terminology used in the US mainland. The ERP is not a policy document. Policy for EWP is carried in the National EWP Program Manual.

## 2 EMERGENCY WATERSHED PROTECTION PROGRAM

This section provides an overview of the EWP Program, describing criteria and conditions that must be satisfied to receive federal EWP assistance.

### 2.1 Program Defined

The EWP Program provides technical and financial assistance to local authorities to undertake emergency recovery measures to relieve imminent hazards to life and property remaining in the aftermath of natural disasters. The term “property” pertains to significant infrastructure such as dwellings, office buildings, utilities, bridges and roads.

Examples of common natural disasters occurring in the PIA include flooding, tsunamis, earthquakes, hurricanes/typhoons and wildfires.

The EWP Program is authorized by the following laws:

- Section 216 of the Flood Control Act of 1950, Public Law 81-516;
- Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by the 1996 *Farm Bill*, Section 382, Federal Agricultural Improvement and Reform Act, Public Law 104-127.

Responsibility for the EWP Program was assigned to the USDA Secretary of Agriculture and delegated to the Chief of NRCS. NRCS State Conservationists and Caribbean and Pacific Islands Area Directors administer EWP in their respective jurisdictions. All applicable federal, state and local laws and regulations must be adhered to in carrying out EWP measures.

Federal funding for EWP Program is granted in the form of supplemental appropriations from Congress on an as-needed and as-available basis. Therefore, EWP funding is not guaranteed to be available at all times. EWP funding releases are coordinated by the NRCS national EWP Program Manager (PM).

## 2.2 Program Criteria

The EWP Program is available to assist the recovery effort in local communities whenever a natural disaster creates a sudden watershed impairment that poses an imminent threat to life and/or property. The following screening-level criteria must be satisfied to be eligible for EWP Program assistance:

- A natural disaster created a sudden impairment that can reasonably be considered an imminent threat to life and/or property at one or more sites.
- There are practical, technically sound actions that can be taken to remove the threat to life and property which are environmentally, socially, and economically defensible.
- A local government entity is eligible and willing to take on the responsibilities of a Sponsor as described in Section 2.5. (Exception: floodplain easements do not require a Sponsor).

It is not necessary for there to be a “Presidential declared disaster” to provide EWP Program assistance. However, the manner in which NRCS conducts subsequent EWP activities is dependent on whether or not the disaster is a Presidential declared disaster.

- **Presidential Declared Disaster** – The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Public Law 93-288, enables the President of the United States to declare an area a “major disaster area.” When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all disaster activities within the scope of the public assistance funds they administer. A Joint Field Office (JFO) is established by FEMA in order to coordinate federal disaster relief efforts. NRCS is a member of the JFO and keeps the members informed of EWP assistance potential.
- **Local Disaster** – The NRCS PIA Director may declare a local disaster and provide assistance to requesting Sponsors under the EWP Program. The PIA EWP Program Manager will keep FEMA informed of NRCS emergency activities when involved in a local disaster recovery effort.

## 2.3 Types of Emergencies

Two categories of emergency are defined in the EWP Program: “exigencies” and “emergencies.”

An “**exigency**” is a situation where an **immediate** response is required to protect against an imminent threat to life or property. The definition of imminent refers to situations where a subsequent natural event occurring within a few hours or days could compound the impairment, cause new damages, or cause loss of life. The term “property” pertains to significant infrastructure such as dwellings, office buildings, utilities, bridges and roads.

An “**emergency**” is by default any EWP situation that does not classify as an exigency.

The exigency category enables NRCS delivery of priority EWP assistance in situations where immediate action is critical. Approved exigency projects may receive assistance for temporary correction practices to relieve an exigency situation until a more acceptable solution can be designed and implemented.

Exigency projects must be constructed within 10 days after the date the funds are committed and there is access to the site. Construction of emergency EWP projects, on the other hand, needs to be completed within 220 days after the funds are made available to the NRCS PIA.

## 2.4 Ineligible Activities

The following list describes limitations to EWP Program funding:

- No site can be treated under the program more than twice in any ten year period. If the disaster is flooding, floodplain easement may be the proper course of action.
- EWP cannot be used to perform operation and maintenance (O&M), or solve watershed problems that existed before the disaster (7 CFR § 624.6(b)(2)(ii)).
- EWP cannot be used to repair, rebuild, or maintain public or private transportation facilities (7 CFR § 624.6(b)(2)(iii)).
- NRCS EWP Program assistance cannot be provided on any federal lands if such assistance is found to augment the appropriations of other federal agencies (7 CFR § 624.6(b)(2)(iv)).
- EWP cannot be used to solve erosion problems caused by wave action on the open and unprotected shores of ocean fronts (National Engineering Manual 501.51 B).
- EWP cannot be used to landscape for aesthetic purposes.
- EWP cannot be used to remove sediment or debris from reservoirs or debris basins, as this is considered O&M. (7 CFR § 624.6(b)(2)(ii)).
- EWP cannot be used for rebuilding or protecting structures that have been destroyed by the event, e.g. installing stream bank protection to protect land upon which a house stood prior to the flood.
- EWP cannot be used for drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment.
- EWP funds may not be used to reimburse Sponsors for work carried out prior to the signing of a Project Agreement.

## 2.5 Sponsor Eligibility and Responsibilities

EWP Program assistance requires the participation of an eligible Sponsor willing to complete several project responsibilities. Eligibility qualifications require that the Sponsor must:

- a. Be a local unit or subdivision of state/territory government or other governmental entity such as a Soil and Water Conservation District or Mayor's Office, and;
- b. Have legal authority to obtain and certify land rights, and;
- c. Have the ability to perform any required O&M after project installation, and;
- d. Be legally authorized to enter into binding agreements with the federal government, and;
- e. Be capable of providing the local cost-share portion of the project, either through cash payment or approved in-kind services.

The EWP Sponsor eligibility requirements preclude private entities or individuals from being a project Sponsor. However, private entities or individuals may receive assistance through the Sponsor as part of an approved EWP project (7 CFR § 624.6(a)(1)).

Project Sponsors must be willing to accept responsibility for the following tasks. Section 3 provides further information regarding task requirements and in many cases supplies templates or samples to aid the process.

- a. Submit a written request to the Director of the NRCS PIA requesting NRCS assistance. Requests for assistance must be received within 60 days of the event.
- b. Assign a technical contact and an administrative contact to coordinate with and provide information to the NRCS Local Contact.
- c. Publicize the availability of the EWP project, conducting outreach to underserved populations as appropriate.
- d. Accept requests for assistance from landowners.
- e. Serve on the team developing the NRCS Damage Survey Report (DSR) as needed. At a minimum, help the team establish priorities for the order of work to be completed.
- f. Provide cost sharing for portions of the project as described in the following subsection.
- g. Enter into a written Project Agreement with NRCS defining obligations for both parties. Note that all project agreements must be reviewed and approved by the NRCS Contract Specialist prior to execution.
- h. At their own cost, obtain the necessary land rights, including any rights needed for relocation of items such as fences and bridges. Certification of the land rights must be provided with Form NRCS-ADS-78 and a signed attorney's opinion, as appropriate. NRCS may provide a land rights work map to assist the Sponsor with this task, if requested.
- i. At their own cost, acquire all necessary federal, state/territory and local permits before construction begins.
- j. Arrange for any necessary relocation of utilities.
- k. If the nature of the work requires O&M activity after project completion, execute an O&M Agreement with NRCS to conduct the work described by a mutually-accepted O&M Plan developed by NRCS.

## **2.6 Cost Share**

The EWP Program requires Sponsors to contribute the following portions of project costs:

- Planning, survey and design: 0%
- Land rights and permit acquisition: 100%
- Emergency and mitigation measure construction: 25% (\*Note: Pursuant to 48 USC 1469a, the first \$200,000 construction cost share will be waived for the territories of Guam, CNMI and American Samoa.)
- Post construction operation and maintenance: 100%

Construction cost-share percentages will be different in cases where a Sponsor requests to enhance an EWP recovery measure beyond what is necessary to repair or restore the impacted area, the additional cost of the enhancement will be totally borne by the Sponsor. This additional cost will include reimbursement of NRCS technical assistance conducted on behalf of the enhancement features.

## 2.7 In-Kind Sponsor Contributions

In addition to cash, the construction cost-share portion of the Sponsor contribution can be credited with labor, equipment, design, surveys, contract administration, construction inspection and/or other services as approved by the PIA Director. In general, these in-kind contributions can include labor and equipment for any work NRCS would be required to do or contract for specifically for the project at hand. Additional information regarding in-kind contributions can be found in 7 CFR 3016 and 3015.

Sponsor costs related to land rights and permit acquisition do not qualify as in-kind contributions. Examples include the administrative, legal and clerical costs; land rights and permit acquisition fees; and reviewing internal documents outside the project scope.

## 2.8 Agreement Types

EWP projects commonly involve two levels of agreements:

- The **Project Agreement** between the Sponsor and NRCS addresses and assigns responsibility for all EWP project tasks from start to finish, including planning, design, construction and any required O&M activities.
- The **construction contract** or agreement is a separate document that defines the activities, standards and specifications for installing the EWP recovery measures.

The EWP Program allows either the Sponsor or NRCS to be the responsible entity overseeing construction activities. Two factors that influence the responsible entity selection include 1) the timeframe necessary to start and complete the construction work, and 2) the Sponsor's administrative capabilities and available staff resources. The different contracting methods typically used are described in Section 7.

Decisions regarding the type of construction contract to be used for individual EWP projects are made by the PIA Director supported by state-level Contract Specialists and the State Administrative Officer (SAO). The processes described in Section 3 include several steps involving project agreement development and construction contract implementation.

## 2.9 Floodplain Easements

The EWP Program allows NRCS to purchase floodplain easements as an emergency measure. NRCS will only purchase easements offered by a landowner on a voluntary basis and for perpetual duration. Sponsors are not needed to acquire easements and agreements can be developed directly with individual landowners.

EWP floodplain easements must satisfy the same requirements as other recovery work measures except where specifically stated otherwise in policy. Floodplain easements must be economically, environmentally and socially defensible and supported by a DSR. They are an alternative that may be an economical method of reducing threats to life or property in lieu of traditional EWP recovery measures. At the same time, to the maximum extent practicable, the floodplain components of the enrolled easement area will be restored to the conditions that existed prior to the EWP disaster.

Floodplain easements are available where land can be legally encumbered with an easement. Private, public and tribal lands are all eligible. Landowners will be offered an easement compensation based on a detailed economic analysis that determines the lowest of the following three factors: 1) the fair market value of the land (FMV); 2) the geographic area rate cap

(GARC) approved by the NRCS PIA Director; or 3) voluntary written landowner offer. Other factors will be considered when the easement involves residences, other structures, or relocation. NRCS policy for implementation of the floodplain easements is found in Part 514 of the National EWP Program Manual. The manual indicates that the EWP floodplain easements policy generally follows the same policy as for the Wetland Reserve Program (WRP), whose policy is contained in the Conservation Program Manual (CPM) Title 440, Part 514.

### **3 NRCS EMERGENCY RECOVERY PROCESSES**

Federal laws make NRCS responsible for implementing the EWP Program when local and state/territory governments request the federal assistance offered through the program. Due to the disaster-related nature of the program, the planning and implementation of an EWP project requires fast-paced communication, coordination, and cooperation among many individuals within NRCS and other governmental entities. This section provides information and step-by-step guidance for staff of NRCS PIA offices when a watershed emergency takes place. The section emphasizes the typical chronology of events, in contrast to the policy issues discussed in Section 2.

#### **3.1 Roles and Responsibilities**

The following paragraphs define the roles and typical responsibilities of NRCS staff and partners most commonly involved with EWP project implementation.

**Local Contact – most often the NRCS District Conservationist (DC) for the affected area. The Local Contact is responsible for:**

- leading the local EWP team reviewing the disaster-response needs of local units of government;
- serving as the NRCS liaison for local inter-agency and landowner EWP activities;
- serving as the local contact person for media requests; and
- coordinating directly with the PIA EWP PM to ensure efficient project implementation and keeping the Assistant Director for Field Operations (ADFO) apprised of local activities and level of effort.

**Project Sponsor – the local unit of government that has confirmed its program eligibility and willingness to accept EWP project responsibilities, which include:**

- obtaining necessary land rights and required permits;
- providing the local cost-share portion of the project, either through cash payment or approved in-kind services;
- administer contracting when local procurement is part of a project agreement; and
- performing all required O&M responsibilities.

EWP Program requirements for Sponsor eligibility and responsibilities are described in more detail in Section 2.5.

**EWP Program Manager (PM)** – typically the State Conservation Engineer (SCE). As the PIA EWP PM, SCE responsibilities include:

- coordinating with National Headquarters (NHQ) staff to provide PIA implementation of the EWP Program;
- establishing the interdisciplinary DSR teams;
- ensuring the accuracy of the DSR final report;
- coordinating with the SAO to initiate project agreements and any required federal contracts; and
- determining requirements for construction and O&M and assuring proper reviews of plans and specifications before contracting.

**State Administrative Officer (SAO)** – working with their Contracting Officer (CO) and Budget Officer (BO), has EWP Program responsibilities that include:

- working with the PIA EWP PM to initiate project agreements;
- confirming that funds are available to the PIA Director prior to the execution of EWP funding agreements or contracts; and
- awarding, administering, and accepting the completed work for any required federal contracts.

**Contracting Officer's Representative (COR)** – for EWP projects is typically an NRCS engineer designated by the CO to assist in administering the technical performance of the federal construction contract. For locally-led contracts this person is called the **Government Representative (GR)**.

**Construction Inspector** – the person assigned to observe construction activities to confirm the construction meets contract requirements. The inspector is designated by NRCS when EWP recovery measure are installed using a federal construction contract.

**PIA Director** – responsible for all USDA NRCS activities and programs in the PIA. Responsibilities that pertain to EWP Program implementation include:

- declaring a state or local emergency, confirming eligibility for EWP Program funding consideration;
- submitting requests for funding to NHQ staff; and
- ensuring sufficient staffing to complete the required technical assistance within the performance time limits.

**State Resource Conservationist (SRC)** – has EWP Program responsibilities that include:

- ensuring proper reviews and approvals of vegetation measures prior to construction;
- determining vegetative O&M requirements, if needed;
- providing necessary technical guidance for NEPA documentation.

**Damage Survey Report Team** – an interdisciplinary team that includes expertise in contracting, economics, engineering, environmental issues, cultural resources, and construction. The DSR team may include local representatives of government agencies and off-island NRCS specialists,

as needed. The team is responsible for evaluating damage sites, making a recommendation of site eligibility and completing the DSR form.

### **3.2 Emergency Process Flowchart**

The flowchart in Figure 1 itemizes the common processes and milestones in EWP project implementation. Each process box shown in the flowcharts correlates to a more detailed process description in Section 3.3. Frequent communication and coordination between EWP project team specialists is encouraged as a means of ensuring compliance with program policy.

The flowchart and process descriptions are general in nature, and an idealized picture of the process. When a potential EWP project has its kick-off meeting, it is recommended that this flowchart be used only as a starting point in team discussions. In reality, the specific needs of a project may result in the need for additional steps or changes in process order, especially in cases where there is significant use of local resources.

### **3.3 Emergency Process Descriptions**

The descriptions that follow provide a more detailed discussion of the flowchart process steps shown in Figure 1. The descriptions identify specific requirements of EWP Program implementation and include several forms that must be submitted when coordinating with NHQ regarding funding approval and project reporting. Otherwise, these process descriptions are general in nature, rather than trying to cover every contingency that could occur in a project. When a potential EWP project has its kick-off meeting, these process descriptions should be used as a starting point in discussions, recognizing that the specific needs of a project may require additional steps or changes in process order.

#### **3.3.1 Watershed Impairment Occurs**

When a sudden watershed impairment occurs, the Local Contact becomes the facilitator for EWP Program activities, working with potential project Sponsors, landowners and government entities. The Local Contact will immediately notify the ADFO and PIA EWP PM and begin the process of coordinating with the local emergency management agencies and others to identify the magnitude and location of the damages.

EWP actions should not interfere with first responders' activities. General actions for the Local Contact to take upon termination of the event (for example, when the floodwaters have receded, the winds have died down, or the fires have been extinguished) include:

- Remain calm, and remember that this may be a long recovery process over several months. The victims of the disaster may be angry or in shock. They want to be heard, so become a good listener, but do not make promises that you or NRCS cannot keep. EWP is not an emergency response, but an effort of recovery that is to be done safely, after the event. Only then can the full extent of the damage and possible courses of action be determined.
- Log all calls, both incoming and outgoing. Set up telephone log sheets with headings of name, addresses, telephone number, date, time, problem, and stream name or other location data, to be kept at telephone.
- Review the ERP Communication Plan in Section 4 to become reacquainted with the types of information that is most often requested and delivered.

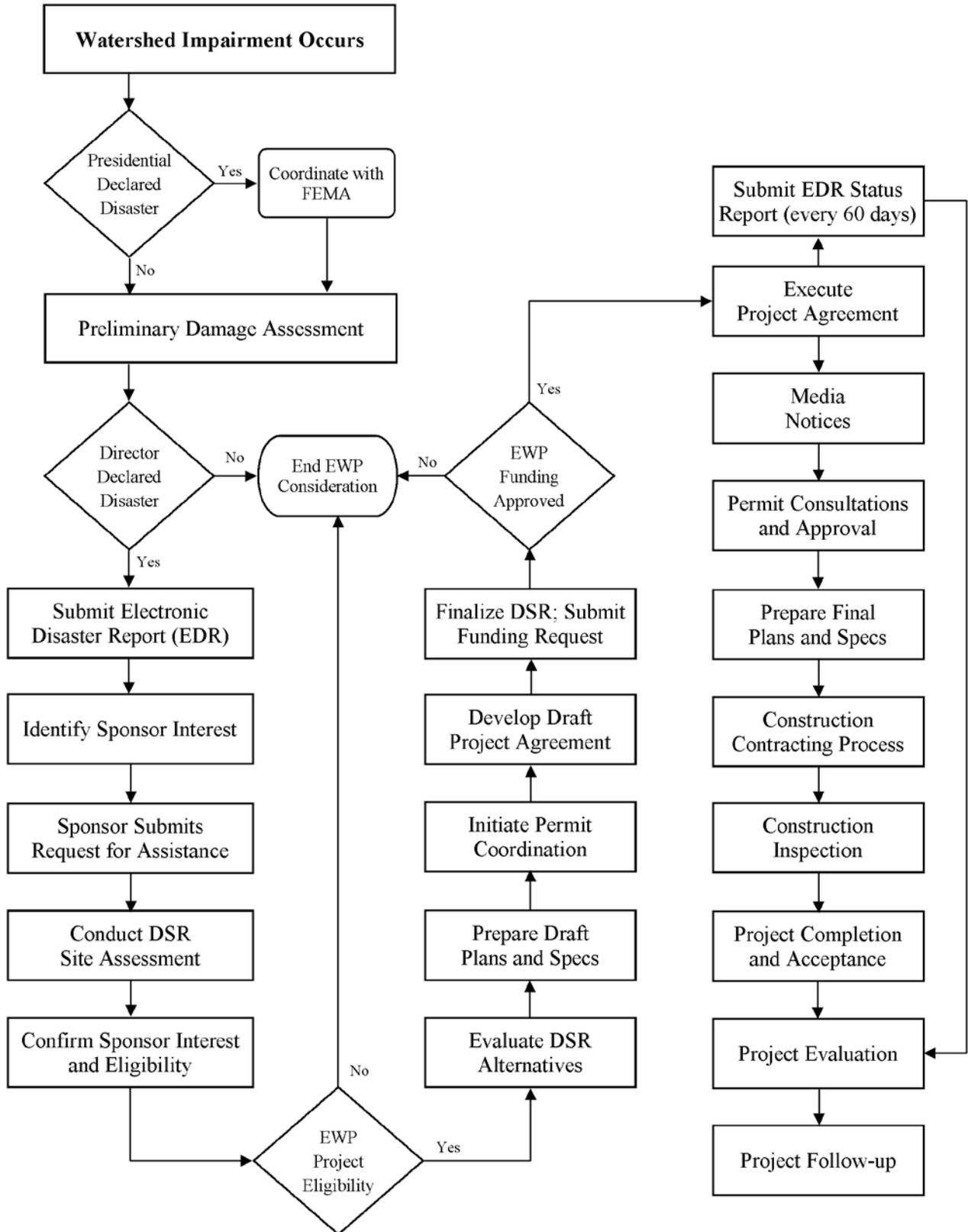


Figure 1 - Emergency Recovery Process Flowchart

- Determine within 24 hours where damages have occurred, considering items such as stream blockages, imminent landslides, and threatened roads. This can be done quickly by telephone calls to key landowners, emergency management agencies, and local entities such as the departments of transportation, public works, or mayor's office. The media can be a source of information also. Appendix K provides contact information for local emergency management agencies and other key agencies throughout the PIA, organized by island jurisdiction.
- Notify the PIA EWP PM immediately if the event is declared to be a "Presidential declared disaster". In such cases, FEMA coordinates the federal government activities and serves as the lead agency. The PIA EWP PM will be responsible for coordinating with FEMA and reporting on NRCS recovery efforts.
- Provide frequent updates of the disaster situation to the PIA EWP PM, ADFO, and any local Soil and Water Conservation Districts (SWCDs). Be prepared to report the approximate number of sites, people, dwellings, highways, names of streams, and structures affected. This information will change several times as more sites are found. Please continually communicate this information to all concerned parties.
- Be sure to make note of any potential **exigency** situations where an immediate response is required to protect against an imminent threat to life or property. Contact the PIA EWP PM for more information if exigency circumstances are present.

### 3.3.2 Preliminary Damage Assessment

Using a compiled list of damage locations, the Local Contact will conduct a rapid survey of sites to evaluate the extent of damage and make a preliminary determination on the site's eligibility for EWP project work. Potential Sponsors should be invited to participate in the rapid survey, if they have time. The EWP Eligibility Screening Worksheet provided in Appendix A may be a useful tool for documenting survey findings. The PIA EWP PM should be contacted to discuss sites where eligibility is questionable. The Local Contact will complete the process with a summary list of sites assessed to be eligible EWP sites based on the rapid survey.

### 3.3.3 Electronic Disaster Report

If EWP eligibility is anticipated, the PIA EWP PM must submit an Electronic Disaster Report (EDR) to the national EWP PM within 5 working days after the natural disaster event. The notification provides NHQ advance notice of the potential need for disaster recovery assistance.

### 3.3.4 Identify Sponsor Interest

The Local Contact will contact potential Sponsors to be sure they are informed about the EWP Program and determine the extent of interest in project sponsorship for the current watershed impairment. The EWP Fact Sheet located in Appendix B may be a useful tool for explaining Sponsor eligibility requirements and responsibilities.

In cases where a potential Sponsor is identified, the PIA EWP PM will coordinate a conference call to discuss with the Sponsor their ability and interest in performing the administrative and technical activities required for the recovery effort. More than one conference call may be needed to fully discuss contracting options and project responsibilities. The process is complete

when the Sponsor and NRCS informally agree on the activities and resources each entity will contribute to the recovery effort.

### 3.3.5 Sponsor Submits Request for Assistance

Once a Sponsor has made a verbal commitment to project involvement, they must follow up with a written letter submitted to the NRCS PIA Director requesting EWP financial and technical assistance. A sample request letter is provided in Appendix C. The request for assistance must be received within 60 days of the date of the natural disaster occurrence or when access to the site became available.

### 3.3.6 Conduct DSR Site Assessments

The PIA EWP PM will work with the ADFO and Local Contact to establish an interdisciplinary DSR team. The team is responsible for completing a Damage Survey Report form for each site, which documents a final recommendation of EWP site eligibility, along with an evaluation of the environmental effects, potential economic losses, social considerations, and estimated construction costs for each site.

The DSR team must possess an array of expertise that includes EWP Program processes, engineering, resource conservation, local construction conditions, economics, environmental evaluation, cultural resources, and contracting. It is not necessary that there be a different individual for each skill, and off-island NRCS specialists may be called in as needed. It is also not necessary that all individuals be NRCS employees; the team may benefit by including agency representatives likely to be involved with significant project permits (see Section 3.3.10).

The DSR team, EWP PM, and Sponsor will visit the potential EWP sites to collect information necessary to complete a separate DSR for each site. The DSR form is provided in Appendix D of this ERP. Prepare for the DSR site visits by bringing necessary information and equipment. This may include:

- highway or street maps with streams, names and route numbers;
- topographic maps or terrain navigator software;
- other resource data such as wetland maps, soils information, and stream classifications;
- threatened and endangered species maps;
- cultural resources data (if available);
- phone book or customized list of local contractors, with equipment list and rates, if available;
- a list and/or location map of disposal areas;
- permission to access private property (compiled by the Sponsor, if possible, as part of their associated activities relating to land rights assurances);
- directory of permitting agency contacts (such as Appendix K);
- Global Positioning System (GPS) equipment;
- digital camera;
- field tools such as a compass, hand levels, clinometer, survey rods, measuring tapes/wheels, survey ribbon, survey stakes, marking paint, crayons or other markers, soil augers, and machetes, clip boards with pads of paper, two way radios, cellular phones.

The DSR team should be encouraged to fill out the form in its entirety during the site visit, making initial estimates and draft responses that will be refined at a later time.

### 3.3.7 Confirm Sponsor Interest and Eligibility

Following the DSR site visits, the draft DSRs will be expanded as needed to assess 1) an itemization of measures needed to remove the imminent threat, and 2) the approximate cost of implementing the measures. The Local Contact will develop a list summarizing the eligible EWP project sites, estimated construction costs, and estimated Sponsor cost-share requirement (which vary based on PIA location; see Section 2.6). The Local Contact will speak with the Sponsor to confirm their continued willingness to support the EWP project implementation, and review any preliminary arrangements that have been discussed regarding cash versus in-kind contributions.

If the Sponsor is **not interested** in participating in the program, the Local Contact must document the decision, including the name and title of the person who communicated the message; where and when it was communicated; and the names of persons present. Letters from potential Sponsors are excellent documentation, but may not be practical or reasonable to request under the conditions present after sudden watershed impairment. To keep abreast of and possibly improve the program's effectiveness, please document why the potential Sponsors are not interested, if known. Interest in sponsoring projects can change over time because of fluctuating financial capabilities, permit requirements or land rights availability.

### 3.3.8 Evaluate DSR Alternatives

The draft DSR for each site will be reviewed and edited as needed to clearly document the evaluations and decisions made in selecting the preferred EWP recovery measure. The site plan (included as Section 6 – Attachment B of the DSR) will show pre- and post-disaster conditions, the work to be completed, construction limits, haul roads, dump sites, and protected areas, as appropriate. The following special conditions should be noted:

- **Ineligible Sites** – Only pages 1 and 2 of the DSR needs to be completed to document sites that were evaluated but deemed ineligible.
- **Exigency Projects** – A DSR approved by NHQ is required of every EWP project prior to starting construction. A priority DSR may be submitted for temporary correction practices to relieve an exigency situation until a more acceptable solution can be designed and implemented. When approved, exigency correction measures must be completed within 10 days after the date the funds are committed. A second DSR may be submitted to alleviate any remaining hazard causing an emergency situation.

DSR documentation may require revision as additional information is received regarding engineering design requirements and project permit conditions (see Sections 3.3.9 and 3.3.10). It is worth noting that the final DSR must be submitted to NHQ within 60 days of the formal request for assistance from the Sponsor. Included within this period is the time required for sequential review and approval by the PIA EWP PM and the PIA Director.

### 3.3.9 Prepare Draft Construction Plans and Specifications

In this step, the preferred alternative identified in the DSR becomes described in a set of draft construction plans and specifications. This draft design package is the key item used to estimate construction costs, O&M costs, and the EWP funding request. Additionally, it is often distributed to relevant permitting agencies for initial review and comment regarding potential mitigation requirements.

The lead discipline for the design process will be the one reflecting the dominant practice used in removing the imminent threat. (Lead disciplines are noted in the Field Office Technical Guide (FOTG) Section IV Table of Contents.) As examples, engineers will lead the design of stream bank protection, landslides, clearing and snagging, and most construction-dominated activities, while agronomists or conservationists will lead the design of critical area planting and other vegetative practices. All work having **any** engineering feature is to be carried out according to the NRCS National Engineering Manual. Section 5 of this ERP includes construction plan recommendations for recovery measures commonly used in PIA EWP projects.

Techniques such as standard drawings and job sheets that can expedite the design process should be used whenever possible due to the time-critical nature of EWP projects. When it is felt to be beneficial, the SCE or SRC will work with the ADFO to make survey and design team assignments. Completed draft plans and specifications will first be submitted to the SCE and/or SRC for internal NRCS approval. The approved set will be subsequently forwarded to the Local Contact for inclusion in permit applications submitted to the relevant permitting agencies.

### 3.3.10 Initiate Permit Coordination

Officially, the Sponsor is responsible for obtaining all necessary permits to complete the project. However, due to the compressed time limitations of the EWP Program, it is often in the best interest of NRCS to be involved with the permit review and approval process for EWP construction plans. It is the intent of NRCS to involve all of the permitting agencies in requesting review and input on environmental, cultural and other effects of proposed work. The Local Contact will be responsible for developing a list of all known permitting requirements for the project, and for tracking the permit approval status through periodic calls to permit contact points.

Typical agency involvement with EWP projects is presented in Section 6. Three agencies that play a routine role in EWP project permitting are highlighted below, emphasizing conditions that can facilitate permit submittal and approval. These agencies may need to conduct a field visit of the damage sites as part of their permit review process, and as such it may be effective to invite these agencies to participate on the DSR team. It is strongly recommended these agencies be contacted early in the project planning process.

#### 3.3.10.1 *U.S. Army Corps of Engineers (USACE)*

The Regulatory Division within the USACE 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 Corps.

The Corps Nationwide Permit 37 specifically addresses NRCS EWP Program activities when dealing with exigency and emergency situations. When EWP recovery efforts require working in waters of the U.S., the PIA Environmental Specialist will coordinate with the Corps regarding all recovery work and any needed mitigation. The Sponsor will obtain all necessary Corps permit approvals prior to commencing construction of emergency EWP actions.

#### 3.3.10.2 *U.S. Fish and Wildlife Service (USFWS)*

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 USFWS 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 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.

#### *3.3.10.3 State Historic Preservation Office*

As the lead federal agency for EWP projects, NRCS must address all potential cultural resource issues. 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.

NRCS will adhere to the State Level Agreements (SLAs) developed between NRCS and the SHPO agencies in Hawaii, Guam, CNMI and American Samoa. Specific sections of these agreements set forth procedures to expedite cultural resources review in emergency situations. NRCS will follow national policy and the provisions of the state level agreement to comply with Section 106 of the National Historic Preservation Act. Excerpts of the emergency-related portions of the Guam SLA are provided in Appendix J as an example of process involvement in the PIA.

#### 3.3.11 Develop Draft Project Agreement

The PIA CO is responsible for preparing the EWP Project Agreement. A key challenge with any project agreement is to capture all the activities needed to complete the project and be sure it is clear which entity is responsible for completing each activity. EWP project agreements must provide an estimate of project costs and specify the cost share responsibilities and anticipated in-kind contributions of the Sponsor. More information regarding these contracting methods is provided in Section 7.

The CO can begin drafting the project agreement as soon as EWP project eligibility has been confirmed. Since all EWP projects require the Sponsor to certify land rights, the agreement should include Form NRCS-ADS-078, Assurance of Real Property Acquisition, as an attachment in the agreement. A copy of the form is provided in Appendix H.

An O&M agreement will be included as an attachment to the project agreement, where applicable. The SCE and SRC are responsible for developing the technical content of the O&M agreement, based on the draft DSR's determination of structural and vegetative measures to be constructed. An example of an O&M agreement for an EWP project is provided in Appendix I.

NRCS will provide the draft project agreement to the Sponsor for review and comment. The PIA EWP PM and SAO will consider each comment and revise the agreement as appropriate.

#### 3.3.12 Finalize DSR and Submit EWP Funding Request

All EWP funding requests and supporting DSR materials must be submitted to NHQ within 60 days of the formal request for assistance from the Sponsor. To provide quality assurance for the DSR, the DSR team will first forward each completed DSR to the PIA EWP PM for review. When accepted, the EWP PM will forward the DSR to the PIA Director for final approval.

Concurrently, the PIA EWP PM will make a determination that the Sponsor is fully committed to completing their responsibilities, including land rights, permits and Sponsor cost-share payment

or in-kind contributions. If satisfied with the Sponsor commitment, the PIA EWP PM will request the PIA Director to make a formal request for funding to the national EWP PM.

*EWP Funding Approval:* EWP projects that are not immediately funded will be placed on the national EWP wait list. The PIA Director is responsible for reviewing wait-listed projects quarterly to confirm the projects are still valid. Any project status changes or revised funding needs will be submitted in writing by the PIA Director to the national EWP PM. The PIA Director will be notified when the EWP project is approved.

### 3.3.13 Execute Project Agreement

The PIA SAO will notify relevant staff as soon as the EWP project funds are available in the PIA accounting system. The CO will then distribute the Project Agreement to all parties for final review and signature.

### 3.3.14 Submit EDR Status Reports

Once an EWP project is approved, the PIA Director is required to submit periodic status reports to NHQ on the EDR form. For emergency projects, EDRs must be submitted every 60 days from the date the project was funded. Exigency projects should submit EDRs as often as needed to keep NHQ apprised of the status of correcting the exigency situation.

### 3.3.15 Media Notices

Local newspapers, television and radio media will be provided with information as part of a communication plan developed to keep the public informed about the NRCS EWP activities and events. The PIA Public Affairs Specialist is responsible for developing the communication plan in accordance the guidance in Section 4 of this document. The Local Contact and PIA EWP PM will supply the PAS with information, and will talk with the media about the local disaster and recovery activities.

### 3.3.16 Permit Consultation and Approval

As discussed in Section 3.3.10, the Sponsor is officially responsible for obtaining all of the necessary permits to complete the project. However, due to the compressed time limitations of the EWP Program, it is common for NRCS to be involved with the permit process for EWP construction plans. In addition to assisting the Sponsor with permit tracking and agency coordination, NRCS may provide technical assistance for required permit materials such as erosion control features, design narratives, and land rights work maps.

Section 3.3.10 describes three key federal consultations to be initiated prior to the EWP funding request, and Section 6 discusses additional agencies typically involved with EWP project approvals. Local governments will likely require additional permits such as grading, burning, and erosion and sediment control plans. On many occasions when local governments have acted as Sponsors for exigency projects, they have exempted all permits within their control.

NRCS will not knowingly start construction of any EWP project prior to Sponsors obtaining all required permits. It should be noted that excess costs stemming from contractor delay due to the failure of a Sponsor to obtain necessary permits are almost always the responsibility of the Sponsor, based on program policy.

### 3.3.17 Prepare Final Plans and Specifications

The previously-developed draft project plans and specifications will be edited as appropriate to reflect comments made by permitting agencies and to incorporate mitigation measures where

needed. An example of a mitigation measure might be to prohibit equipment operating in live streams. Additional construction details will be added where needed to avoid ambiguity regarding what is to be done. Remember that good design drawings and construction specifications clearly communicate to the installer what the end condition of the site is to be, without being constrictive on how that work is to be accomplished (except where required by regulation).

Final design activities will include development of a recommended performance time for the work, taking into account the EWP Program time limitations for exigency and emergency work to be completed. The emergency nature of the program may dictate that the contractor must attack the project with unusual intensity, such as extra shifts, weekends, or expanded equipment spread. The performance time computations need to be documented in writing.

The final design drawings and specifications will be incorporated into a construction documents package to be used by the installer. The Sponsor and PIA EWP PM/SCE will review the construction documents to confirm compliance with relevant permit requirements and sufficiency for construction bidding and award, as applicable.

### 3.3.18 Construction Contracting Process

The contracting process will vary depending on whether the Sponsor or NRCS is the lead entity for construction contract administration; see Section 7 for more information. The lead entity will have been decided during development of the draft project agreement, as explained in Section 3.3.11.

#### 3.3.18.1 NRCS-Led

If NRCS is the lead entity for construction, the PIA CO may ask the Local Contact to prepare a list of potential contractors qualified to complete the project activities, coordinate a site showing, identify potential material sources, and similar construction-oriented tasks.

The CO will coordinate with the SCE to obtain the following required procurement-ready documents:

- Construction drawings and specifications
- Government estimate of cost
- Bid schedule
- Project synopsis

The CO advertises the project, leads the site showing (if practical), conducts the bid opening, checks contractor references and awards the contract.

#### 3.3.18.2 Locally-Led

If the Sponsor is the contracting entity, they shall be responsive to the requirements set forth in the project agreement. The NRCS responsible official ensures that the Sponsor is complying with all requirements specified in the project agreement.

### 3.3.19 Construction Inspection

Construction work begins once the contract has been awarded. For federal contracts, an assigned NRCS project inspector will provide on-site inspection of the project work, which in turn will be monitored by the COR. The inspection process ensures the project is being built in accordance with the design, contract specifications, and permit requirements.

### 3.3.20 Project Completion and Acceptance

Upon completion of construction, the Sponsor, COR/GR, and CO review the work to ensure all the necessary items are completed according to the requirements specified in the construction contract, the drawings and specifications, and the EWP Project Agreement. If the project work is deemed complete, the project is accepted and as-built drawings are completed.

When the project is accepted, the PIA Budget Officer will issue a payment to the contractor or Sponsor, as appropriate. If it is a federal construction contract, the PIA SAO will send an invoice to the Sponsor for reimbursement of the Sponsor's share of project costs. The proper form to use is NRCS Form FNM 15.

### 3.3.21 Project Evaluation

Following project completion, the PIA Director, EWP PM, CO, Local Contact, and other involved staff should evaluate the response to the emergency and processes used to implement the program. The Director should also solicit input from all partners, including the Sponsors, agencies, community groups and congressional delegations. Recommendations for changes to improve the program effectiveness, delivery, and administration will be included in the final report.

### 3.3.22 Project Follow-up

Within 90 days of acceptance of the EWP construction project work, the PIA Director will submit a final report to NHQ. This report may be distributed to other NRCS offices, the PIA State Technical Committee, Congressional offices and interested partners. Information from the report will be used by NHQ to maintain the national EWP database that evaluates program effectiveness.

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 O&M agreement are being implemented. NRCS personnel will provide photo-documentation of each site visit to record the durability of the EWP measure over time.

## 4 COMMUNICATION PLAN

This section provides guidance for developing an EWP project communication plan that will be implemented throughout the EWP recovery effort. The purpose of the plan is to inform the targeted audiences of the extent of damages and provide information on the EWP Program.

### 4.1 Project Phase Communication Objectives

When a natural disaster occurs, landowners and potential Sponsors come to NRCS for assistance through EWP. The goals of the communication plan are multiple.

**Immediately after the event** – To achieve the goal of identifying potential EWP sites, communication should be made with emergency management offices, SWCD District Boards and local units of government (mayor's councils, village leaders, departments of public works, etc.) to identify possible sites. The general public can be made aware of the program through local media outlets (radio and/or television stations). Such general public information should include a brief description of the program, the need for a Sponsor, and the program limitations. Announcements to the general public should include directions to work with their local

government first, rather than contact NRCS directly. The audience for these communications is all local people with possible knowledge of damages that might be eligible for the program.

**During the actual implementation of the recovery work** – Public information activities during this phase should be towards expediting the work and making the general public aware that the activity is ongoing. Such things as increased truck traffic and road detours should be brought to the attention of the local public. This is also a good time to give credit to Sponsors, supportive local officials and others who are assisting in the recovery effort. One good tactic is to invite the local television crew out when the contractor first mobilizes for a job. These make for good two minute local shots on the evening news. The contractor gets public exposure, the agency and Sponsor become more visible, and the general public can adjust their travel patterns to avoid the work. The audience for these communications is generally the public at large. It is important that local officials are fully aware of the project as it progresses. These individuals should be kept informed on a more personal basis, e.g. phone call, meetings, etc.

**At the conclusion of the work** ribbon cutting ceremonies are very productive. Those responsible for correcting the watershed impairment have the exposure and credit for their efforts. An awareness of the EWP Program is increased. Inviting the local television station again gives a good opportunity to share two minutes of important local information with the population. They can use the initial mobilizing scene and the ribbon cutting scene as before and after.

#### **4.2 Communications Responsibility**

The responsibility for sharing the information is normally that of a public affairs specialist. In the PIA, the distances between offices are great and the differences between the clientele served at any one office are great. Therefore the Local Contact will have the actual responsibility to make sure that the word gets out. They should try to use announcements in both English and the local language whenever possible.

General communication responsibilities:

**Public Affairs Specialist (PAS)** – Responsible for developing and implementing a specific communication plan for the disaster. When distances prohibit direct implementation by the PAS, they will coach the Local Contact or designated local team contact to perform additional public affairs duties as needed.

**Local Contact** – Responsible for providing local information on the area and resource damage, and is available to talk with the media on the damage.

**Contracting Officer's Representative (COR)** – Responsible for working with the PAS to provide information on the progress of the recovery effort and available to talk with the media on the effort.

**PIA EWP PM** – Available to talk with the media about the program.

### **5 TYPICAL MEASURES**

Several measures can be used to stabilize watersheds after a recent natural disaster and eliminate watershed impairments presenting a threat to life and property. This section describes measures that have been used in past PIA EWP projects. There may be other ways to restore a watershed than what has been done historically by NRCS. The design team is encouraged to keep an open mind in addressing the problems. The use of local techniques and local materials may increase the implementation speed, cost effectiveness and general efficiency of repair work.

## **5.1 Channel Treatments**

### **5.1.1 Debris Removal**

With a reduced channel capacity the flow of water may spread out over the floodplain and flood adjacent homes, buildings, and roads. EWP may remove debris and/or sediment that have plugged or filled in a stream channel that have diverted water flow causing a safety hazard.

Project plans for simple debris or sediment removal will include sketches of the material location, estimates of the volume of material, specifications regarding disposal of the material, work limits, and traffic control features, if applicable.

### **5.1.2 Channel Clearing and Snagging**

This treatment is used to reduce potential damage from floatable, down, and leaning vegetation in and around streams resulting in clogged bridges and/ or drainage outlets and causing out of bank flows or increased flooding in minor storm events.

### **5.1.3 Stream Bank Stabilization**

This practice is used to stabilize or protect banks of streams or excavated channels for one or more of the following purposes: 1) to prevent the loss of land or damage to utilities, homes, buildings, roads, bridge abutments or other facilities adjacent to the banks, 2) to maintain the capacity of a channel, and 3) to reduce sediment loads causing downstream damages and pollution. Normally the banks are sloped back and stabilized with bioengineering techniques, gabions, stacked rock, and/or rock rip-rap, depending on site characteristics such as stream velocities and stream configuration.

#### *5.1.3.1 Bioengineering*

Bioengineering is a technique of using living plant materials as structural components to address a resource problem. Bioengineered projects can be lower in cost, aesthetically pleasing, increase shade, and provide superior habitat for wildlife. They require a longer establishment period which means that downstream exposure to hazard is extended beyond that required for traditional techniques.

Adapted types of woody vegetation (shrubs and trees) are initially installed in specified configurations that offer immediate soil protection and reinforcement. For stream bank work, toe armor is commonly used with the vegetation for bank stability. For stream banks, living systems include brush mattresses, live stakes, joint plantings, vegetated geogrids, branch packing, and live fascines. Chapter 18 of NEH 650 (the Engineering Field Handbook) provides excellent guidance on the methods and applicability of bioengineering.

Construction plans and specifications for bioengineering measures will need to show the type of vegetative materials to be installed, the final in-place configuration of the materials, soil amendments, mulching, and other specifics to accomplishing the work.

#### *5.1.3.2 Gabions*

Gabions are a connection of wire baskets that are filled with rock 4-6 inches in diameter. The baskets are stacked on top of one another and can be placed adjacent to vertical slopes. Gabions are used where space is limited, where access is restricted, and where labor costs are low in comparison to equipment costs.

### *5.1.3.3 Stacked Rock*

Large rocks can be placed in a near vertical alignment to form a gravity retaining wall separating the flowing water of the channel from adjacent erodible soil. The height of such walls is limited and they must be placed on a firm foundation. The rocks can be placed with equipment or with hand labor.

### *5.1.3.4 Riprap*

Riprap is quarry stone with sharp angles which lock into position with other pieces of stone creating a stable stream bank covering. Riprap is used on eroding banks where space is available and proven protection is needed. This is usually near a structure or where a curve in the stream should not be allowed to migrate, such as immediately upstream of a bridge. Riprap may be used in combination with other methods to provide a systemic approach to channel instability. For example, the lower level of a channel can be armored with more expensive and durable rock, while the upper part of a channel can be protected by shaping and treating with vegetation. Riprap is often placed on top of geotextile to prevent soil fines from beneath being drawn through voids between the rocks, i.e. erosion of the foundation.

Construction plans for rip rap or stacked rock projects will need to show cross sections, height of rock, rock gradation, sketches to show the beginning and ending of the work, bedding requirements if any, quantities, traffic control, and rock gradation.

### *5.1.4 Earth or Rock Fill*

High runoff events can move large volumes of soil and rock. The material can be moved from the sides of channels or from the bottom of channels. Removing threats to buildings, roads, and other utilities (power poles, phone lines, sewer and water lines) may necessarily involve filling holes and depressions with material. The fill should exclude organic matter, metal, plastic and other waste material. Fill should be placed and compacted to provide the required bearing support for adjoining features, eliminate the possibility of future settlement, and be at least as erosion resistant as the material that was removed by the storm event.

## **5.2 Treatment of Denuded Areas**

Vegetation can be removed from the land by natural disasters such as wind, fire, landslide, or flooding, or during activities related to construction of EWP recovery measures. Vegetation must be replaced to prevent erosion and down-slope sedimentation.

### *5.2.1 Grass / Legume Seeding*

Seeding is prescribed as a means of reducing surface erosion. The objective is to provide rapid ground cover that will protect the soil from raindrop splash, surface runoff and provide a stabilizing root mass resistant to erosion. All disturbed areas with exposed soil will be seeded to control erosion and decrease sedimentation. Refer to plant establishment guides with local or tropical orientation for specific recommendations.

Specifications for seeding of disturbed areas will include the type of seed, the seeding rates, fertilizer, mulch, and liming requirements, maps showing the extent of the area to be seeded and special requirements for the particular site.

### 5.2.2 Shrub / Tree Planting

Planting of trees and shrubs can reduce or prevent accelerated erosion following a sudden watershed impairment. Species selected are adapted to the soil-site conditions, are non-invasive and are resistant to insect and disease. The time required for trees and shrubs is longer than for other vegetative treatments. Planting trees and shrubs along with grass/legume seeding will provide longer term protection for denuded areas than seeding alone. The cost for this work will vary depending on the plant materials specified and the general cost of labor in the area.

### 5.3 Note on Floodplain Management

Cobble, sediment, and woody debris cleaned out of the stream channel and other areas in the floodplain will be removed from the floodplain to an approved disposal area. Scour areas created by the flooding event may be filled to match the existing contours of the natural floodplain prior to the event. EWP will not be used to prevent flooding by constructing berms or building up of the floodplain. NRCS may offer interested landowners in targeted and priority areas the option of a permanent EWP floodplain easement (see Section 2.9).

## 6 GOVERNMENT AGENCY COORDINATION

When an emergency occurs, critical time can be saved knowing who to call for needed information. This section provides an overview of the federal, state/territory/commonwealth, and local government agencies most likely to play a role in PIA emergency response events. A list of agency contact names and phone numbers is presented in Appendix K. PIA District Conservationists are responsible for conducting an annual review of the Appendix K entries and submitting needed updates and additions to the PIA EWP PM. The PIA EWP PM is responsible for the government agency coordination of each potential EWP project, performing the activities directly or delegating the responsibility to other NRCS staff.

### 6.1 U.S. Federal Agencies

#### 6.1.1 Federal Emergency Management Agency (FEMA)

FEMA is an independent agency of the federal government, reporting 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. FEMA offers three financial assistance programs:

- Individual Assistance Program - Provides assistance to people and businesses to get back on their feet. Examples include low interest loans, cash grants, housing assistance and crisis counseling.
- Public Assistance Program - Grants to assist state and local government agencies and certain private nonprofit organizations.
- Hazard Mitigation Program - Assistance with activities that reduce or eliminate losses from natural disasters. Mitigation involves keeping homes away from the floodplains, engineering bridges to withstand earthquakes, creating and enforcing effective building codes, etc. This program is available to local and state government agencies, certain private nonprofit organizations and tribes.

For “Presidential declared” disasters, FEMA coordinates the federal government activities and serves as the lead agency. The PIA EWP PM will coordinate NRCS recovery efforts with the appropriate FEMA official.

#### 6.1.2 U.S. Army Corps of Engineers (USACE)

The USACE is a permanent branch of the U.S. Army performing tasks that include civil works, military support, and environmental restoration. NRCS staff and EWP Project Sponsors are most likely to have close contact with the USACE Emergency Management Division and the Regulatory Program.

##### *6.1.2.1 Emergency Management 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 Corps to assist state and local authorities in flood-fight activities and to cost share in the repair of flood protection structures. Public Law 93-288 authorizes FEMA to task the Corps with disaster recovery missions under the Federal Response Plan.

##### *6.1.2.2 Regulatory Program*

Two major federal laws –Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act of 1972 – give the USACE regulatory authority over virtually any construction, excavation or fill activities having potential to impact waters of the United States (which includes wetlands). To aid project applicants in determining Corps permit requirements, the USACE Honolulu District has developed a questionnaire to supplement the application form that is helpful in identifying other federal, state/territory and local agencies that may have regulatory jurisdiction over the same project. The Corps works closely with applicable agencies to provide a consistent, coordinated review of projects.

#### 6.1.3 U.S. Fish and Wildlife Service (USFWS)

The mission of the USFWS is working with others to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The USFWS provides information on the location of various threatened and endangered species and ways to reduce the impact when working within or adjacent to their habitat. Section 7 of the Endangered Species Act of 1973 (ESA) ensures that any action authorized, funded or carried out by a federal agency is not likely to jeopardize the continued existence of a listed species. In an emergency situation, NRCS will inform the USFWS that emergency procedures are being invoked and that measures to minimize impacts will be employed. The USFWS may provide advice to reduce the potential for adverse effects on listed species.

#### 6.1.4 USDA Forest Service (FS)

As part of its mission to sustain the health of the Nation’s forests and grasslands, the FS coordinates a Burned Area Emergency Rehabilitation (BAER) program designed to address resource problems caused by fires. The objectives of the program are to:

- Rapidly evaluate burned areas and prescribe emergency stabilization treatments where needed to prevent further damage to life, property, and natural and cultural resources.
- Recommend longer-term rehab measures for lands unlikely to recover naturally from fire.
- Monitor the implementation and effectiveness of emergency and rehabilitation treatments.

BAER assessment plans can address both public and private lands, and as such they are often a cooperative effort of federal, state/territory and local agencies, with close coordination from private landowners. The FS receives special funds to implement BAER plans on lands administered by the Forest Service. The NRCS EWP Program may be able to fund BAER plan implementation on adjoining lands not administered by the FS.

NRCS can fund EWP Program activities on Forest Service lands when there is a threat to life and/or property resulting from floods or other natural disasters excluding wildfires.

#### 6.1.5 USDA Farm Services Agency (FSA)

The FSA is a branch of USDA that administers crop commodity programs, the Conservation Reserve Program, Emergency Conservation Program and other farm programs. NRCS coordination will insure that EWP recovery efforts, particularly on upland sites and in cropland, does not compete with or diminish the ECP program or any other programs administered by FSA.

#### 6.1.6 Federal Highway Administration (FHWA)

The FHWA administers the Emergency Relief Program, which provides federal aid for repairing damage to public highways. The Emergency Relief Program helps state and local highway agencies pay unusually heavy expenses of repairing serious damage to the federal-aid system resulting from natural disaster or catastrophic failure. The NRCS EWP Program may not be used on roads that are eligible to receive this funding.

## 6.2 State/Territory/Commonwealth and Local Government Agencies

Since there are multiple government jurisdictions in the NRCS Pacific Islands Area, the following subsections are categorized by principal agency function, rather than by name.

### 6.2.1 Emergency Management

State, territory, commonwealth and county governments throughout PIA have emergency management agencies fulfilling a mission to prepare for and respond to disasters and emergencies. These entities are:

- Hawaii State Civil Defense (SCD, operating as a division under the State of Hawaii Department of Defense)
- Guam Homeland Security, Office of Civil Defense
- CNMI Emergency Management Office
- American Samoa Emergency Management Office
- City and County of Honolulu Department of Emergency Management
- Hawaii County Civil Defense Agency
- Kauai County Civil Defense Agency
- Maui County Civil Defense Agency

In the event of a disaster, these agencies commonly establish a recovery branch to conduct damage inspections and to administer funding for public infrastructure repairs. NRCS should coordinate with the emergency management agency as soon as possible after the disaster to coordinate joint participation in preliminary damage assessment activities.

### 6.2.2 Land and Natural Resource Management

Governments commonly have an agency responsible for managing the public lands and natural resources within their jurisdiction, such as parks, forest reserves, and coastal areas. In the PIA these agencies include:

- Hawaii Department of Land and Natural Resources (DLNR)
- Guam Department of Land Management
- CNMI Department of Lands and Natural Resources
- American Samoa Department of Marine and Wildlife Resources

Subgroups within these agencies may focus on specialized types of hazard mitigation. For example, within DLNR:

- The Division of Forestry and Wildlife (DOFAW) has primary fire responsibility in many areas of the state, and in other areas responds cooperatively with other firefighting agencies.
- The Engineering Division Dam Safety Program reduces the risk of failures through inspection and regulation of construction, modification, and O&M of dams and reservoirs.
- The Engineering Division National Flood Insurance Program - Hawaii (NFIP) coordinates the enforcement of county floodplain management ordinances to make low-cost flood insurance available to communities.

EWP projects may require coordination with these agencies for one or more reasons. Examples of potential agency contribution include EWP project sponsorship; participation in Damage Survey Report teams; and regulatory review of required state, territory or county permits. Early coordination between NRCS and local land management agencies is highly recommended.

### 6.2.3 Historic and Cultural Resources Protection

Each jurisdiction in the PIA has a Historic Preservation Officer (HPO) designated by the governor of their respective state, territory or commonwealth. The HPOs are responsible for administering programs of the National Historic Preservation Act of 1966 (NHPA), including conducting reviews for compliance with Section 106 of NHPA. Additionally, each HPO has entered into a State Level Agreement with NRCS that establishes policies and procedures for consideration of cultural resource protection during implementation of conservation activities. Names and contact information for HPO offices are provided in Appendix K, including field offices for several remote locations.

As the lead agency for the federally-funded EWP Program, NRCS is responsible for addressing all potential cultural resource issues of an EWP project. The PIA EWP PM is responsible for coordinating the activities of NRCS staff to insure compliance with both Section 106 and the State Level Agreement. All damaged areas must be field inspected NRCS staff certified to conduct cultural resource reviews. PIA Cultural Resource Specialist will be called in to coordinate the completion of tasks, including assignment of certified.

#### 6.2.4 Environmental Resource Management

Governments commonly have an agency that oversees programs for controlling air and water pollution, for assuring safe drinking water, and for the proper management of solid and hazardous waste. In the PIA these agencies are:

- Hawaii Department of Health (DOH)
- Guam Environmental Protection Agency
- CNMI Division of Environmental Quality
- American Samoa Environmental Protection Agency

These agencies administer the programs of the Clean Water Act (CWA), including Section 401 Water Quality Certification (WQC). Actions commonly triggering the need for a Section 401 permit include dredging, filling or discharging any pollutant in the vicinity of surface waters or wetlands. EWP project activities will include coordination with these agencies to obtain review and approval of any required permits.

#### 6.2.5 Transportation Operations

Within the PIA, the agencies involved with the planning, design, construction, operation and maintenance of transportation systems include:

- Hawaii Department of Transportation (HDOT)
- Guam Department of Public Works
- CNMI Department of Public Works, Technical Service Division
- American Samoa Department of Public Works

These agencies work closely with federal counterparts (such as the Federal Highway Administration [FHWA], Federal Aviation Administration, and U.S. Coast Guard) to keep facilities coordinated with overall U.S. standards.

EWP project activities may require agency coordination for work done within their rights-of-way or for assistance identifying accessible disposal areas. Additionally, NRCS will confirm that EWP funds are not used on roads eligible to receive funding through the FHWA Emergency Relief Program.

#### 6.2.6 Soil and Water Conservation Districts

In every state across the nation, Soil and Water Conservation Districts (SWCDs) have been established under state laws to coordinate assistance from all available sources – public and private, local, state and federal – in an effort to develop locally-driven solutions to natural resource concerns. SWCDs are governed by a board of elected or appointed positions. The districts work directly with cooperating land managers to manage and protect natural resources, and they guide NRCS in focusing agency efforts on local resource problems.

SWCDs can assist EWP projects by providing valuable local knowledge to DSR teams, facilitating contacts, and contributing to the completion of Sponsor responsibilities. SWCDs are located in all PIA jurisdictions; contact information is provided in Appendix K.

## 7 CONTRACTING PROCEDURES

This section provides an overview of the types of agreements allowed by the EWP Program and the process of drafting and finalizing the project agreement between NRCS and the Sponsor. The project agreement will specify whether the construction of EWP measures is to be the responsibility of the Sponsor or NRCS. Sample project agreements are provided in Appendices E, F & G showing the three different methods of construction contracting. Note that these are examples only. Final agreement content and signatories for individual projects will be determined by the CO.

### 7.1 Federal Contracting

This type of type of contracting has commonly been used in Guam EWP projects. NRCS is responsible for awarding and administering the construction contract, following federal procurement requirements. Construction contracts can be advertised, bids accepted, evaluated, and contract awarded by the Federal Government. NRCS PIA contracting services are provided by the PIA CO located in Honolulu, Hawaii. For a federal construction contract, the funds are obligated when the construction contract is awarded, not when the Project Agreement between NRCS and the Sponsor is signed.

Any time after the project agreement between NRCS and the Sponsor has been executed, the PIA Contract Officer, with the assistance of the DSR team engineer, will prepare the bid package in accordance with applicable contracting rules. As part of the bid process, the CO, project engineer, project inspector and the Sponsor conduct a site showing for potential contractors. For remote locations, the CO may opt to delegate the site showing responsibility to the Local Contact or other relevant local staff person, after communicating the administrative requirements via teleconference.

The CO conducts the bid opening, checks contractor references and awards the contract. Contract award is the fund obligating action. The PIA SAO, working with the CO, is responsible for administering and accepting the completed work for any required federal contract.

Federal contract procurement methods are governed by project cost:

- Project Costs Under \$100,000 - The simplified acquisition procedures can be used if the project cost is under \$100,000.
- For projects under \$25,000 NRCS can use oral price quotations. Realistically, a project valued at under \$25,000 should not in itself be of a sufficient magnitude to address with federal resources. As a piece of a widespread impairment with many small sites, federal assistance may be justified. For projects between \$25,000 and \$100,000 written quotes are required. Normally the SF-18 is used for requesting quotes and the notice of solicitation needs to be printed in the Commerce Business Daily. Also, contracts over \$2,000 require compliance with Davis Bacon Wage Rates.
- Project Costs Over \$100,000-The formal solicitation method is used if over \$100,000. The project is advertised for 30 days and requires sealed bids. It may take another 15-25 days before the contractor can actually start work.

NRCS is required to support procurement preference programs that provide greater opportunities for minority contractors. Examples of these programs are (1) HUB Zone program, which is

targeted to labor problem areas, (2) Small Disadvantaged Business program, which is for targeted areas, and (3) Section 8(a) of the Small Business Act which allows agencies to negotiate directly with qualified 8(a) contractors.

## **7.2 Local Contracting**

This is the type of contracting most often used in Hawaii EWP projects. The Sponsor is responsible for awarding and administering the construction contract, following state and local procurement requirements. Construction contracts can be awarded by the local government when it is in the best interest of completing the project. Local procurement policy must be followed for the method can be used. When local procurement is used, the project agreement between NRCS and the Sponsor is the fund obligating document. Project agreements are drafted by the CO and approved by the Sponsor and PIA Director prior to construction contract execution.

For locally awarded construction contracts, Sponsors have a fixed amount of time in which to award a contract after the Project Agreement has been signed. NRCS must approve the Sponsor's procurement rules and the bid package before it is advertised. NRCS usually provides design and construction inspection services, and the Sponsor subsequently reports construction progress to NRCS. The fund obligating document for this type of implementation is the Project Agreement.

## **7.3 Force Account**

This type of contracting has been used in American Samoa EWP projects. Force Account is a procurement method where the NRCS provides drawings and specifications, while the Sponsor installs the construction work and is reimbursed based on equipment hours, material billings, and labor hours. The Sponsor is responsible for construction activities using their own labor and equipment. This method is most applicable to exigency projects where time is critical and there is insufficient time to advertise and award competitively-bid construction contracts. Force Account has significant uncertainties relative to cost and does not foster efficient construction efforts. An approved plan of operations is required and the total cost needs to be less than \$150,000. Records must be kept and reviewed by NRCS prior to payment. A higher level of oversight is needed than for other contracting techniques. The Project Agreement for this method of implementation is fund obligating.

Division of Work is a variation of a Force Agreement where NRCS provides technical guidance (such as drawings, specifications, and inspection), and the Sponsors does the construction work for a fixed amount of funding. Records of labor hours, equipment hours, materials used and other costs are not basis for payment. It is essential that NRCS and the Sponsors have agreement for cost and performance time before signing the Project Agreement. As a result, design must precede cost determination and execution of the Project Agreement. Division of Work agreements are fund obligating documents.



## Appendices

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## Appendix A. EWP Eligibility Screening Worksheet

To be completed by the Local NRCS Field Office			
Site Name:		County:	
Specific Location:		Date:	
Completed By:		Title:	
Damage Description <sup>1</sup> :			
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	There has been an unusual event that has caused a watershed impairment <sup>2</sup> which is causing an immediate <sup>3</sup> or imminent threat <sup>4</sup> to life and property <sup>5</sup> .		
<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 on 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	The 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 to remove sediment or debris from reservoirs or debris basins.		
<input type="checkbox"/> <b>Eligible</b>	<input type="checkbox"/> <b>Not Eligible</b>	<b>NOTE:</b> If any of the responses are FALSE, then the initial determination is that the site is NOT eligible.	

<sup>1</sup> Photographs should be taken of the damages and utilized for eligibility determination.

<sup>2</sup> To include debris-clogged streams, unstable slopes/stream banks, channel migration, damaged upland vegetative cover.

<sup>3</sup> Immediate action is needed in order to remove the threat life and property.

<sup>4</sup> A substantial natural occurrence could cause significant damage to property or threaten life in the near future.

<sup>5</sup> Includes; residential structures, homes, utilities, high value cropland, agricultural infrastructure.



## Appendix B. USDA-NRCS PIA EWP Program Fact Sheet



United States  
Department of  
Agriculture

Natural Resources  
Conservation  
Service

Pacific Islands  
Area

January  
2011

### Emergency Watershed Protection Program

#### What is the Emergency Watershed Protection Program?

The Emergency Watershed Protection Program (EWP) was set up by Congress to respond to emergencies created by natural disasters. It is designed to relieve imminent hazards to life and property caused by floods, fires, windstorms, and other natural occurrences. The purpose of EWP is to help groups of people with a common problem. It is generally not an individual assistance program. All projects undertaken must be sponsored by a political subdivision of state, county, or city government, or a special district.



The **USDA's Natural Resources Conservation Service (NRCS)** is responsible for administering the program.

#### Is financial assistance available?

NRCS may bear up to 75 percent of the construction cost of emergency measures. The remaining 25 percent must come from local sources and can be in the form of cash or in-kind services.

#### What are the criteria for assistance?

All EWP work must reduce threats to life and property. Furthermore, it must be economically, socially, and environmentally defensible and sound from an engineering standpoint. All work must represent the least expensive alternative.



#### Who is eligible?

Public and private landowners are eligible for assistance but must be represented by a project sponsor. The project sponsor must be a public agency of state, county, or city government, or a special district.

### What does the sponsor have to do?

Sponsors are responsible for providing land rights to do repair work and securing the necessary permits. Sponsors are also responsible for furnishing the local cost share and for accomplishing the installation of work. The work can be done either through federal or local contracts.

### What kind of work can be done?

EWP work is not limited to any one set of prescribed measures. A case by case investigation of the needed work is made by NRCS. EWP work can include: removing debris from stream channels, road culverts, and bridges; reshaping and protecting eroded banks; correcting damaged drainage facilities; repairing levees and structures; reseeding damaged areas; and purchasing floodplain easements.



### What can't EWP do?

EWP funds cannot be used to solve problems that existed before the disaster or to improve the level of protection above that which existed prior to the disaster. EWP cannot fund operation and maintenance work, or repair private or public transportation facilities or utilities. EWP work cannot adversely affect downstream water rights, and EWP funds cannot be used to install measures not essential to the reduction of hazards. In addition, EWP funds cannot be used to perform work on measures installed by another federal agency.

### How do I get assistance?

If you feel your area has suffered severe damage and may qualify under the EWP program, you are encouraged to contact your local NRCS Office with a project sponsor from a state, county, or city government, or special district. The sponsor's application should be in the form of a letter signed by an official of the sponsoring organization. The letter should include information on the nature, location, and scope of the problem for which assistance is requested. Information is available from NRCS offices to explain the eligibility requirements for the EWP program. Send applications for assistance to your local **USDA Service Center** or **NRCS Field Office** or the **NRCS State Office**.

**All applications must be submitted within 60 days of the disaster causing event.**

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USDA NRCS, P.O. Box 50004, Honolulu, HI 96850, (808) 541-2600, [www.pia.nrcs.usda.gov](http://www.pia.nrcs.usda.gov)

## Appendix C. Request for Assistance – Example Letter

Adapted from: 390-V-NEWPPM, Amend. 3, November 2010;  
Section 515.50 Sample Letter of EWP Recovery Measure Form

<<Enter Date>>

<<Enter the PIA Director Name>>

USDA Natural Resources Conservation Service  
300 Ala Moana Blvd, Room 4-118  
Honolulu, HI 96850

Dear <<PIA Director Name>>:

We request Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in <<County Name>> County by storms of <<enter name and/or type of disaster that occurred>> on <<enter date disaster occurred>>. This work is needed to safeguard lives and property from an imminent hazard of <<enter hazard type>>.

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide local <<enter type of local contribution>> of the cost of construction work in dollars or in-kind services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

<<enter Name, Title, Address, Telephone, FAX of Sponsor's Representative>>

Please contact him or her for any additional information that you might need in assessing our request.

Sincerely,

<<name>>



## Appendix D. Damage Survey Report (DSR) Form – NRCS-PDM-20

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

<u>NRCS Entry Only</u>	
Eligible: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Approved: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Funding Priority Number (from Section 4)	0 <input type="text"/>

#### Section 1A

Date of Report:  Limited Resource Area: YES  NO

DSR Number:  Project Number:

#### Section 1B Sponsor Information

Sponsor Name:

Address:

City/State/Zip:

Telephone Number:  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

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	<input type="checkbox"/>	<input type="checkbox"/>	
Recovery measures would be for runoff retardation or soil erosion prevention?*	<input type="checkbox"/>	<input type="checkbox"/>	
Threat to life and/or property?*	<input type="checkbox"/>	<input type="checkbox"/>	
Event caused a sudden impairment in the watershed?*	<input type="checkbox"/>	<input type="checkbox"/>	
Imminent threat was created by this event?***	<input type="checkbox"/>	<input type="checkbox"/>	
For structural repairs, not repaired twice within ten years?***	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Site Defensibility</b>			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6***)	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed action technically viable? (Go to Page 9 ***)	<input type="checkbox"/>	<input type="checkbox"/>	

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 effects? YES  NO

Comments:

\* Statutory

\*\* Regulation

\*\*\* DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO:

**Section 1E Proposed Action**

Describe the preferred alternative from Findings: Section 5A:

0

Total installation cost identified in this DSR: Section 3:    \$0

**Section 1F NRCS State Office Review and Approval**

Reviewed By: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_  
State EWP Program Manager

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
State Conservationist

**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**

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Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or 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. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 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
		<b>2D Effects of Alternatives</b>		
<b>Soil</b>				
<b>Water</b>				
<b>Air</b>				
<b>Plant</b>				
<b>Animal</b>				
<b>Other</b>				

DSR NO:

**Section 2E Special Environmental Concerns**

Resource Consideration	Existing Condition	Alternative 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				
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				
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 (\$)
<b>Properties Protected (Private)</b>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Properties Protected (Public)</b>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Business Losses</b>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Other</b>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Near Term Damage Reduction \$			\$0
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$0

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

DSR NO:

**Section 2G Social Consideration**

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

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the 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 is completed only for the preferred alternative selected.**

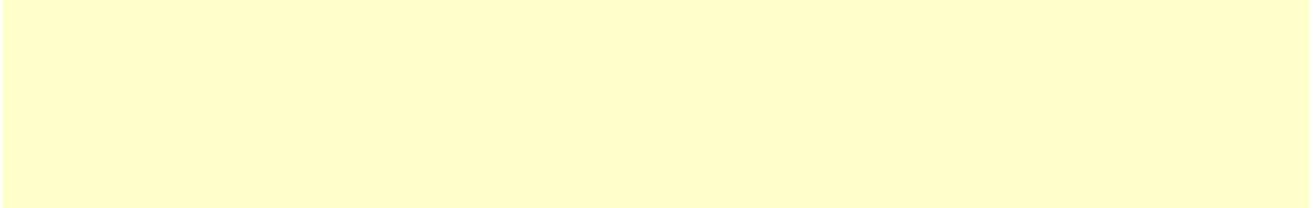
Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male 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	0

Census tract(s) \_\_\_\_\_  
 Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

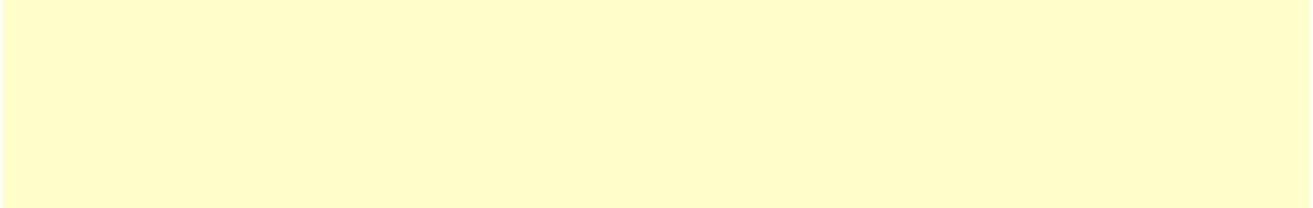
DSR NO:

**Section 2I Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:**

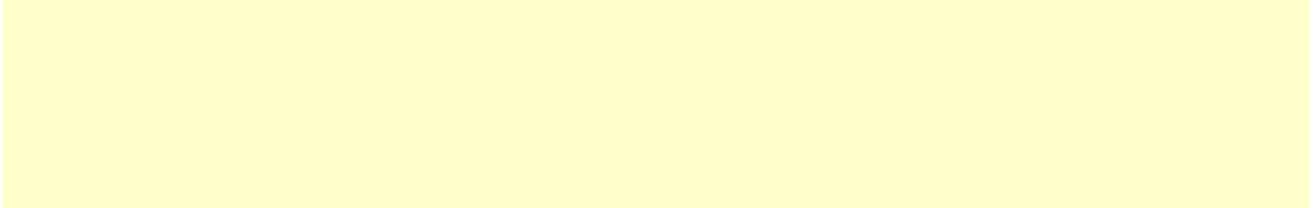
Easements, permissions, or permits:



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 page 10).

Priority Rating Criteria	Yes	No	Modifier	Ranking Number Plus Modifier
1. Is this an exigency situation?	[ ]	[ ]	[ ]	[ ]
2. Is this a site where there is serious, but not immediate threat to human life?	[ ]	[ ]	[ ]	
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	[ ]	[ ]	[ ]	
4. Is this site a funding priority established by the NRCS Chief?	[ ]	[ ]	[ ]	
The following are modifiers for the above criteria			<b>Modifier</b>	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?	[ ]	[ ]	[ ]	[ ]
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?	[ ]	[ ]	[ ]	[ ]
c. Will the proposed action or alternatives protect or conserve prime or important farmland?	[ ]	[ ]	[ ]	[ ]
d. Will the proposed action or alternatives protect or conserve existing wetlands?	[ ]	[ ]	[ ]	[ ]
e. Will the proposed action or alternatives maintain or improve current water quality conditions?	[ ]	[ ]	[ ]	[ ]
f. 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):**

[Redacted]

*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

[Redacted]

Chapter

[Redacted]

Chapter

[Redacted]

Chapter

[Redacted]

Chapter

[Redacted]

May require the preparation of an environmental assessment or environmental impact statement.

NRCS representative of the DSR team:

[Redacted]

Title:

[Redacted]

Date:

[Redacted]

**Section 5B Comments:**

[Redacted]

**Section 5C Sponsor(s) Review and Concurrence:**

[Redacted]

**Sponsor Representative:**

[Redacted]

Title:

[Redacted]

Date:

[Redacted]

**Section 6 Attachments:**

A. Location Map

B. Site Plan or Sketches

C. Other (explain):

[Redacted]

**INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR**

	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
<b>Section 1</b>	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
<b>1A</b>	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.	
<b>1B</b>	Enter Sponsor Name, Address, Telephone, Fax	
<b>1C</b>	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
<b>1D</b>	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.	
<b>1E</b>	Enter the proposed treatment and the cost of installation.	
<b>1F</b>	NRCS Review and Approval.	NRCS only.
<b>Section 2</b>	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the “no action” alternative. The no action alternative is the predictive future condition if no action is taken. 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).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
<b>2A</b>	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).	
<b>2B</b>	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
<b>2C</b>	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative is the predicted future condition if no action is taken.	
<b>2D</b>	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.	

	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
2E	<p>Enter Special Environmental Concerns for Clean Water Act Waters 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>NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.</p>
2F	<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 (\$) 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.</p> <p>The DSR 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	<p>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 additional sheets as necessary.</p>	
2H	<p>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.</p>	<p>Sponsor completes</p>

	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
<b>2I</b>	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 impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
<b>Section 3</b>	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
<b>Section 4</b>	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 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 column by entering the alphabetic indicator(s) that exists within the site. The number of the 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.	
<b>Section 5</b>	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	
<b>5A</b>	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.	NRCS completes.
<b>5B</b>	Enter any additional Comments.	
<b>5C</b>	Sponsor(s) review and concurrence.	Sponsor(s) signature.
<b>Section 6</b>	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

## Appendix E. Project Agreement Example – Locally Led

Agreement Number \_\_\_\_\_  
Fund Code F: \_\_\_\_\_  
Funding Amount: \$ \_\_\_\_\_  
Fund Code T: \_\_\_\_\_  
Funding Amount: \$ \_\_\_\_\_  
Expiration date: \_\_\_\_\_

### COOPERATIVE AGREEMENT

(#)

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

**(SPONSOR'S NAME)**

**PROJECT: (Sponsor's Name) (FY-XX) Emergency Watershed Protection (EWP) Project (#) – Technical and Financial Assistance**

#### I. AUTHORITY:

- A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes the Natural Resources Conservation Service (NRCS) to enter into a cooperative agreement with a sponsor.
- B. For purposes of this agreement, "Sponsor" refers to **(Sponsor's Name)**, and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

#### II. PURPOSE

- A. The purpose of this agreement is to provide financial assistance to **(Sponsor's Name)** to implement emergency recovery measures. The damage was caused by **(brief description of natural disaster type, date and resulting watershed impairment)**. Defined sites and work to be completed will be agreed to in discussions between the Sponsor and NRCS once work requirements are analyzed and estimated repair costs determined.
- B. This agreement provides NRCS funding assistance to the Sponsor as follows:
  - 1. Financial Assistance (FA) funds in the amount of **\$XXX,XXX.00** are for on-the-ground construction work (up to 75% of total construction costs). Total construction costs are estimated to be **\$XXX,XXX.00**. **(Sponsor's Name)** is responsible for 25% of these costs or **\$XXX,XXX.00**. Sponsors contributions may be either cash or in-kind services. Value and extent of in-kind contributions are documented in SF 424C in Attachment G of this project agreement.
  - 2. Additional Technical Assistance (TA) funds of up to **\$XXX,XXX.00** are for technical and administrative costs directly attributable to the project. This amount, **\$XXX,XXX.00**, is an estimate. The amount allowable is typically 10% of the FA construction funds actually expended.

TA funding for the agreement may be insufficient to cover all costs and require the Sponsors to contribute resources to fully complete all necessary TA work.

**NOTE: The Sponsor is prohibited from using federal funds as any portion of the cost-share requirement. Funds are considered federal in origin if disbursed directly to the Sponsor by a federal government agency or indirectly through another entity. For example, federal funding to a State agency passed by the State to an agency or other legal subdivision is considered to be federal in origin by the lower tier legal subdivision. None could count the federal funds as a cost-share contribution.**

### **III. BENEFITS**

NRCS funding will be used to implement emergency recovery measures, providing immediate benefits to nearby residents and long-term benefits to the general public in protection of the watershed.

### **IV. ATTACHMENTS TO AGREEMENT**

The following attachments are incorporated into the agreement:

Attachment A: Plan of Work

Attachment B: General Terms and Conditions for Grants and Cooperative Agreements

Attachment C: Required Contract Clauses and Bonding Requirements

Attachment D: NRCS Supplement to OSHA Parts 1910 and 1926

Attachment E: 7 CFR Part 624, Emergency Watershed Protection Program

Attachment F: 7 CFR 3016.36, Procurement

Attachment G: The following Standard Forms submitted by the Sponsor:

SF 424 – Application for Federal Assistance

SF 424C Budget Information Construction Programs

SF 424D Assurances – Construction Programs

Attachment H: Quarterly Accrual Report Format

### **V. TERM OF THE AGREEMENT**

This agreement, signed by the Director, USDA NRCS Pacific Islands Area, is effective when fully executed and represents an obligation of funds. It continues in full force and in effect through (expiration date). The agreement may be amended to extend the date. Requests from the Sponsor to the Director, USDA NRCS Pacific Islands Area, to extend the term of the agreement must be submitted in writing 60 days prior to the expiration date of the agreement and/or amendments and include a justification documenting the need for the extension.

## VI. CONTACT INFORMATION

### (SPONSOR'S NAME)

Project Manager

(Name)

(Title)

(Sponsor's Name)

(Address)

(Address)

Phone:

Cell:

Fax:

Email:

### NRCS PACIFIC ISLANDS AREA

Project Manager

(Name)

State Conservation Engineer

USDA Natural Resources Conservation Service

P.O. Box 50004

Honolulu, HI 96850-0050

Phone: (808) 541-2600 ext (extension no.)

Cell:

Fax: (808) 541-1335

Email:

Financial Contact

(Name)

(Title)

(Sponsor's Name)

(Address)

(Address)

Phone:

Fax:

Email:

Administrative Contact

USDA Natural Resources Conservation Service

P.O. Box 50004

Honolulu, HI 96850-0050

Phone: (808) 541-2600 ext (extension no.)

Fax: (808) 541-2652

Email:

## VII. RESPONSIBILITIES AND OBLIGATIONS:

A. (Sponsor's Name) will:

1. **Construction Plan** - (Sponsor's Name) and NRCS will evaluate damage and jointly determine priority sites and the most effective measures to be implemented with the funding available. Identified sites are listed in the attached Plan of Work.
  - a. The Sponsors will design and write specifications, solicit, evaluate, award, and manage the construction contract(s) for on-the-ground construction.
  - b. Construction documents will include USDA bonding requirements and construction clauses (reference attachment) and the NRCS Supplement to OSHA Parts 1910 and 1926 (reference attachment).
  - c. The (Sponsor's Name) will adhere to procurement policies of the Code of Federal Regulations, Section 7, 3016.36 (7 CFR 3016.36) entitled "Procurement" (see attachment).
  - d. The (Sponsor's Name) will comply with the General Terms and Conditions for Grants and Cooperative Agreements (see attachment).
2. **Funding and Cost-Share** - NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts. In order for funds to be expended according to NRCS program requirements, the Sponsor must account for expenditures separately. Following is a description of the accounts:
  - a. The **technical assistance (TA)** funds (\$XXX,XXX.00) may be expended for items such as:
    - (1) Costs for developing the design and specifications and conducting inspections.
    - (2) Costs for developing and issuing a solicitation(s) for construction, evaluating offers, and awarding a construction contract (using NRCS developed project design and specifications).

- (3) Costs of administering and managing the Sponsor's construction contract
  - (4) Other administrative costs such as verifying invoices, record keeping, and accounting for Sponsor resources expended for the project.
  - (5) NRCS is obligating TA funding of \$. This amount should be sufficient to cover all actual TA costs as described above. Upon receipt of the final SF-270 for the project, unexpended TA funding will be deobligated by NRCS to be reallocated to other nationwide EWP program projects.
- b. The **financial assistance (FA)** funds (up to \$**XXX,XXX.00**) are exclusively for actual allowable costs of on-the-ground construction. Total construction cost of the project is estimated to be \$ **XXX,XXX.00**
  - (1) NRCS is obligating FA funding of \$ **XXX,XXX.00** to the Sponsor for up to 75 percent of total actual allowable on-the-ground construction costs.
  - (2) The Sponsor is responsible for cost-sharing 25 percent of total actual on-the-ground construction costs (estimated to be \$ **XXX,XXX.00**). The Sponsor's contribution may be comprised of Sponsor funds, the value of in-kind labor, materials, use of equipment, etc.
  - (3) Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement (over and above the NRCS commitment of up to 75 percent of actual construction costs and within the not-to-exceed amount) will be deobligated from the agreement.

**NOTE: EWP program rules prohibit NRCS from reimbursing the Sponsor for work performed prior to award date of this agreement (the date the agreement is signed by Director, USDA NRCS Pacific Islands Area, is the award date, the date of fund obligation, and the date the agreement becomes effective).**
3. **Pre-Construction Notification** - Prior to beginning any on-the-ground construction work, the Sponsor will review the following items and contact the NRCS Project Manager, when necessary, to ensure any concerns relative to the following requirements have been addressed and resolved:
  - a. **Real Property Rights** - NRCS Form ADS-78 and attorney's opinion have been
  - b. **Permits** - All Federal, State, and local permits have been applied for and received (see paragraph 5 below).
  - c. **Endangered Species Act Compliance** - Sponsor agrees to implement avoidance and minimization measures and conservation measures identified for threatened and endangered species through consultation under Section 7 of the Endangered Species Act (see paragraph 8 below).
  - d. **National Historic Preservation Act Compliance** – Construction contract awarded by the Sponsor incorporates all cultural resource requirements as determined by NRCS (see paragraph 7 below).
  - e. **National Environmental Protection Act Compliance** – The Sponsor is responsible for NEPA compliance (see paragraph 6 below)
  - f. **Quality Assurance and Inspection Staffing Plan** – the plan, developed by NRCS, is acceptable to the Sponsor.
  - g. **Operations and Maintenance Plan** – the plan, developed by NRCS, is acceptable to the Sponsor. The Sponsor is responsible for 100 percent of operations and maintenance costs upon completion of the project.
4. **Real Property Rights** – Secure real property rights. The Sponsors will submit a completed ADS-78 form, Assurances Relating to Real Property Acquisition, to the NRCS Program Manager. An attorney's opinion must be attached to the form certifying an examination of the real property instruments and files was made and found to provide adequate land title, rights, permission and authority for the purpose(s) of the project. **All costs relative to obtaining property rights will be**

**borne by the Sponsors. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the Sponsors.**

5. **Permits** - Ensure all applicable Federal, State, and local permits are obtained and work is performed in accordance with permit requirements. **All costs relative to obtaining required permits will be borne by the Sponsors. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the Sponsors.**
6. **National Environmental Protection Act Compliance (NEPA)** - The Sponsor is responsible for compliance with all NEPA requirements. **The Sponsor's Project Manager must review the DSR prior to starting construction and comply with NEPA restrictions identified in the DSR. For questions related to NEPA compliance contact (Name), NRCS PIA Environmental Compliance Officer, at (808) 541-2600 ext (extension no.) or (email address).**
7. **National Historic Preservation Act Compliance** – Construction contracts awarded by the Sponsor must incorporate all cultural resource requirements as determined by NRCS. **If the Sponsor has not been contacted by NRCS prior to starting construction, the Sponsor's Project Manager must contact (Name), NRCS PIA Cultural Resource Specialist, at (808) 541-2600 ext (extension no.) or (email address), to verify that the Sponsor has taken all required action.**
8. **Endangered Species Act Compliance** – The Sponsor is responsible for compliance with the Endangered Species Act including implementation of U.S. Fish and Wildlife avoidance and minimization measures and conservation measures identified for threatened and endangered species. **The Sponsor's Project Manager must review the DSR prior to starting construction and comply with ESA restrictions identified in the DSR. For questions related to ESA, contact (Name), NRCS PIA Environmental Compliance Officer, at (808) 541-2600 ext (extension no.) or (email address) .**
9. **Construction Contract(s)** - Solicit, evaluate, award, and manage construction contract(s) in accordance with established Sponsor procurement policy and all applicable State and Federal laws and regulations. **Reference 7 CFR 3016.36, section entitled "Procurement" for procurement requirements, including required construction contract clauses and bonding requirements.** 7 CFR 3016 is accessible online at: <http://www.gpo.gov> scroll down to "Regulations" and enter 7 CFR 3016.
10. **Safety** - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance. The Sponsor will provide NRCS written notification of all accidents and/or injuries that occur on the NRCS assisted project.
  - The NRCS Supplement to OSHA Parts 1910 and 1926 is included as an attachment to this agreement.
11. **Engineering and Construction Performance** –
  - a. Ensure individuals and/or organizations providing engineering services employ a licensed professional engineer who directly supervises the staff performing the services or who serves as a Principal.
  - b. Ensure any designs, drawings and specifications submitted for a functional review to the NRCS State Conservation Engineer meet NRCS standards and are sealed by a licensed engineer. The documents will be certified as follows: **"To the best of my professional knowledge, judgment and belief, these plans (or this report, etc.) meet applicable NRCS standards."** This certification statement will be signed and sealed by the licensed professional engineer. Contact information for the NRCS Pacific Islands State Conservation Engineer is:

(Name)

P.O. Box 50004

Honolulu, HI 96850-0050

Phone: (808) 541-2600 ext (extension no.)

Cell:

Email:

- c. Agree that NRCS engineering staff will perform only a functional review of the design (drawings and specifications). A functional review shall consist of the following (as defined in NRCS National Engineering Manual (NEM) 505.3.B.(1)(iii) :

- (1) Achieves the objectives of the plan and program(s);
- (2) Meets the criteria in the applicable practice standards;
- (3) Complies with the applicable State and Federal programs;
- (4) Includes a design report addressing hydrology, hydraulics, and sedimentation, as applicable;
- (5) Includes an Inspection Plan and Operation and Maintenance Plan; and,
- (6) Does not require a technical review as defined in NEM 511.5

NRCS shall provide feedback in writing to the Sponsors if items of concern are discovered in the functional review. The NEM website is: <http://directives.sc.egov.usda.gov/Default.aspx?l=179> It is located under Title 210-Engineering.

**NOTE: Designs and/or specifications that, upon cursory review by NRCS, appear to be unacceptable will be returned to the Sponsor for revision without further review by NRCS. The Sponsor bears the responsibility for ensuring that contracted architectural and engineering firms possess the skills required to successfully and efficiently perform the project work and that payment is made only for work performed in producing acceptable products.**

- d. All construction will be performed in compliance with:

- (1) Sponsor developed and NRCS approved design (construction drawings and specifications).
- (2) NRCS standards.
- (3) Requirements of all necessary local, State, and Federal permits. The Sponsor is responsible for securing all permits and complying with permit requirements.

12. **Notification of Significant Events** - Immediately notify the NRCS Project Manager of events that impact the project. Such events include problems, delays, and adverse or differing site conditions that will materially impair continuation of the project.
13. **Operations and Maintenance** – Write the Operations and Maintenance Plan, submit it to NRCS for review, and conduct required operation and maintenance as described in the reviewed Operations and Maintenance Plan. The Sponsor is responsible for all operation and maintenance costs.
14. **Excess costs** - Accept all financial and other responsibility for excess costs resulting from failure of the Sponsor to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.
15. **Deficient Construction Services** - Accept liability for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from deficient construction services performed by or through the Sponsor.
16. **Deviations from Certified Design** – The Sponsor will obtain NRCS concurrence, in writing, for any deviations from the Sponsor’s design (drawings and specifications). Every attempt will be made to contact NRCS for verbal concurrence of minor deviations and corrections that become necessary during construction; however, construction should not be delayed to await approval **unless there is reasonable doubt on the part of the Sponsor that the change will be unacceptable to NRCS.** **All minor changes and corrections, regardless of whether NRCS was verbally contacted or not, will be documented by the Sponsor in writing and submitted to the NRCS Project Manager and Administrative Contact within 24 hours of occurrence.**

17. **Removal or Relocation of Utilities** – The Sponsor will arrange and pay for any necessary location, removal, or relocation of utilities; **EWP program regulations prohibit NRCS from reimbursing or otherwise paying for any such costs nor do the costs qualify as a cost-share contribution.**
18. **Weekly Progress Reports** - Once a week, throughout the duration of construction or other EWP activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the “Contact” section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.
19. **Digital Photographic Diary/Documentation** -
  - a. Upon completion of the project, the Sponsor will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The photographic documentation should be a complete diary of activities from preconstruction through final inspection.
  - b. A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.
20. **Increased Level of Protection** - If the Sponsor desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the Sponsor will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.
21. **Unforeseen events** - Events may occur that have significant impact upon the project. In such cases, the Sponsor must inform the NRCS Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:
  - a. Problems, delays, or adverse conditions which will materially impair the Sponsor’s ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - b. Favorable developments which enable meeting time schedules and objectives sooner or for less cost than anticipated or producing more beneficial results than originally planned.
22. **As-built Drawings** - Complete as-built drawings for the project. A copy of the as-built drawings will be submitted to the Sponsor’s project manager.
23. **Requesting Reimbursement and Financial Reporting** – Reference “Payments” section in attachment entitled “General Terms and Conditions” .
24. **Nondiscrimination Requirements** - Recipients of Federally-Assisted Programs are required to post the following notice in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

*“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.”*
25. **Performance Reports** - In accordance with 7 CFR 3015.92, because this is a construction project, on-site technical inspections and certified percentage-of-completion data will be used to monitor progress. No written performance reports will be required.

26. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with NRCS but for which you have not yet submitted an SF-270. Please complete the Accrual Information form (Attachment E) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs. Submit the accrual report to the NRCS PIA Project Manager specified in Section IV.
27. The Sponsor will conduct all procurement activities in a manner that provides free and open competition.
28. The Sponsor is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the Sponsor and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.
29. NRCS cannot reimburse the Sponsor for construction work performed prior to award date of this agreement (date of signature by NRCS State Conservationist).
30. Should inconsistencies arise between language in the agreement and the plan of work, the language in the agreement takes precedence.
31. The Federal Travel Regulations will be utilized for any travel performed under this agreement.

**B. NRCS will:**

1. Contribute up to \$XXX,XXX.00 in financial assistance (construction) funds toward expenses for the project and \$XXX,XXX.00 in technical/administrative assistance funding. Funds will be expended as explained in this agreement.
2. Develop and write the Damage Survey Report (DSR). A copy of the report will be submitted to the (Sponsor's Name) Project Manager.
3. Complete all necessary NEPA and cultural resources documentation.
4. Provide a functional review of the Sponsor's design and specifications.
5. Review the Operations and Maintenance Plan for the project developed by the Sponsor. All expenses for operations and maintenance are the responsibility of (Sponsor's Name).
6. Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and requested proper supporting documentation, assess description of work completed relative to allowable funds requested and, if request is reasonable, approve and process payment to the Sponsor. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

## **VIII. AMENDMENTS, CHANGES, AND TERMINATION**

See General Terms and Conditions incorporated into the agreement as an attachment.

## **IX. APPROVAL**

The United States Department of Agriculture, Natural Resources Conservation Service and (Sponsor's Name) execute this agreement as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award. The signatories represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing the NRCS-ADS-093 form, the Sponsor assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

## Appendix F. Project Agreement Example – Federal Contract

STATE: Pacific Islands Area  
WATERSHED: (Project Watershed)  
AGREEMENT NO. (Agreement No.)

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
PROJECT AGREEMENT - FEDERAL CONTRACT**

THIS AGREEMENT is between the (Sponsor's Name), called the SPONSORS, and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, the Sponsors and NRCS agree to the installation of certain works of improvement;

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 do hereby agree as follows:

- A. It is agreed that the following described work is to be constructed at an estimated cost of (dollars in words) dollars and no cents (\$X,XXX,XXX.00).

This project consists of (general description of the work to be done, and the physical location of the work to be done).

B. The Sponsor will:

1. Obtain adequate land and water rights, permits and licenses needed for the works of improvement described in Section A. NRCS' contribution shall not be increased by any amount attributable to the failure of the Sponsors to obtain, or delays in obtaining, such rights permits, and licenses.
2. Reimburse NRCS for construction costs of features related to land rights and project construction cost share.
3. Designate the following individual as the liaison between the Sponsors and NRCS.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)

4. Provide certification that real property rights have been obtained for installation of works of improvement described in Section A. Certification will be provided on form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended, with an attorney's opinion.
5. Upon acceptance of the work by NRCS from the Contractor, assume responsibility for operation and maintenance in accordance with the Operation and Maintenance Agreement and the associated Operation and Maintenance Plan for the work identified in Section A.
6. Review and concur the final drawings and specifications for the constructing the works of improvement described in Section A.
7. Make payment to NRCS upon receipt of billings for land rights costs and construction cost share as described in paragraph B.2. Payments must be received within 30 calendar days from the date of billing.
8. Comply with the applicable requirements of the Special Provisions that are included in Attachment A of this agreement.

C. NRCS will:

1. Provide 75 percent of the cost of constructing the works of improvement described in Section A, excepting the items listed in sections B.2 listed as land rights costs. This cost to NRCS is estimated to be (dollars in words) dollars and no cents (\$X,XXX,XXX.00).
2. Designate the following individual as the liaison between the Sponsor and NRCS.  
(Name)  
USDA NRCS  
P.O. Box 50004  
Honolulu, HI 96850  
Phone: (808) 541-2600 ext (extension no.)  
Fax:  
Email:
3. Contract for the construction of the works of improvement described in Section A in accordance with Federal contracting procedures.
4. Make changes in the work described in Section A as mutually agreed upon with the Sponsors, and modify the contract(s) accordingly.
5. Provide authorized technical services, including but not limited to obtaining basic information; preparation of contracts, drawings, designs, and specifications; contract administration; and quality assurance during construction.
6. Arrange for and conduct final inspection of the completed works of improvement with the Sponsors to determine whether all work has been performed in accordance with the contractual requirements. Accept work from Contractor and notify the Sponsor of acceptance; and turn over the accepted works to the Sponsor.

D. It is mutually agreed:

1. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to so 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 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.
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 a termination is pending.
4. 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.
5. Additional funds, properly allocable as construction costs as determined by NRCS, required as the result of a Contractor's claim are to be provided in the same ratio as funds are contributed under the terms of this agreement as specified in item B.
6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in 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, the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.
7. This agreement is effective the date it is fully executed. It may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.



## Appendix G. Project Agreement Example – Force Account

Political Jurisdiction: \_\_\_\_\_  
Watershed: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Contract No. \_\_\_\_\_

### UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

THIS AGREEMENT is between the (**Sponsor Name**), hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called the NRCS.

WITNESSETH 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 impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by (**list name of storm event**)

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 do hereby agree as follows:

A. It is agreed that the following described work is to be performed at an estimated cost of (**\$X,XXX,XXX.00**).

Location	Description	DSR No.
( <b>Enter site location</b> )	( <b>Enter description of work</b> )	( <b>DSR # provided by NRCS</b> )
( <b>Enter site location</b> )	( <b>Enter description of work</b> )	( <b>DSR # provided by NRCS</b> )

B. The Sponsor will:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by (**Enter Date**).
2. Provide 25 percent of the cost of the construction described in Section A. This cost to the  
1. Sponsor is estimated to be (**\$X,XXX,XXX.00**).
2. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.

3. Designate an individual to serve as liaison between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. This information will be furnished in writing to NRCS.
4. The Sponsor liaison will submit a brief progress report via e-mail to the NRCS Emergency Watershed Program Manager and the NRCS liaison every two weeks after the project agreement is signed by both parties. The report shall include but not limited to the progress of survey, design, procurement and construction.
5. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
6. Hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS.
7. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
8. Prior to commencement of work, submit for NRCS review, the preliminary Plan of Operations, preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
9. Prior to commencement of work, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
10. Upon receiving comments from NRCS, prepare the final Plan of Operations, final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference, and the QAP. One set of the final plan of Operations engineering plans and specifications, and QAP shall be submitted to NRCS for final review and concurrence prior to commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida as required by state law.
11. Provide construction inspection in accordance with the QAP.
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 as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. 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 in 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 without cost to NRCS. Equipment shall be operated safely at all times.

15. Carry out the work in accordance with the Plan of Operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the Plan of Operations.
16. Procure any acquisitions in accordance with applicable state requirements.
17. Ensure that requirements for compliance with all environmental and/or cultural resource laws are incorporated into the project.
18. Employ competent personnel to carry out the work.
19. 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.
20. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
21. Maintain, as a minimum, the following documentation to support the Sponsor's request for reimbursement:
  - a. Invoices covering actual costs 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.
22. 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 operations.
23. 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 this agreement.
24. 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 or her 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.
25. Comply with the applicable requirements in Attachments A and B to this agreement.

26. Upon acceptance of the work, assume responsibility for operation and maintenance of the emergency measures as applicable.
27. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

3. Provide 75 percent of the cost of the emergency watershed protection measures described in Section A. This cost to NRCS is not to exceed (\$~~X,XXX,XXX~~.00).
4. Designate an individual as the liaison between the Sponsor and NRCS.
5. Assist Sponsor and Sponsor's engineer establish design parameters and review, approve, and concur in the Plan of Operations, plans and specifications, and QAP as set forth in Section B.6, 7, 8, and 9.
6. Provide authorized technical services as needed, 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.
7. Make payment to the Sponsor for NRCS's share of the cost upon receipt and approval of Form SF-270. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.
8. Be available to conduct progress checks and participate in final inspection.

D. It is mutually agreed that:

9. 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 in the event the work has not been commenced.
10. This agreement may be renegotiated, amended, extended, or modified by a written amendment executed by authorized officials of the Sponsor and the NRCS as mutually agreed by both parties. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.
11. 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. 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 there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

12. 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 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.
13. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of this agreement.
14. 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 a termination is pending.
15. 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.
16. 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.
17. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.



## Appendix H. Land Rights Certification Form – NRCS-ADS-78

U.S. Department of Agriculture  
Natural Resources Conservation Service

NRCS-ADS-78  
5-88

### 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 is 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 National Production Services Staff

Clear Form

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)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_ (Name of Sponsor) This action authorized  
at an official meeting \_\_\_\_\_  
By: \_\_\_\_\_ on \_\_\_\_\_  
Title: \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
Date: \_\_\_\_\_ at \_\_\_\_\_  
State of \_\_\_\_\_  
Attest: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

## Appendix I. Sample O&M Agreement

### OPERATION AND MAINTENANCE AGREEMENT / PLAN

for the

<< Project Name >> EWP Project

#### 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"/>

#### I. OPERATION

- A. The NRCS will provide technical services as are available for assistance in proper operation of the works of improvement.
- B. The Sponsor will:
  1. Be responsible for the operation of the works of improvement in accordance with the attached O&M plans.
  2. Take necessary steps to ensure that the project functions in the manner for it was designed.

## II. MAINTENANCE

The Sponsor will:

- Inspect the works of improvement at least annually.
- Prepare a report to NRCS outlining any deficiencies.
- Perform and pay for all maintenance needs identified by inspection in a timely manner.

## III. IT IS MUTUALLY AGREED THAT

- A. Government Representatives shall have the right of free access to inspect the works of improvement at any time.
- B. The project sponsor shall contact NRCS prior to inspections.

## IV. TIME OF RESPONSIBILITY

The sponsor shall maintain each applicable practice installed as outlined in the following table.

NRCS Practice Code	Practice Name O&M Plan	O&M Requirement (Years)
350, 638	Sediment Basin	1
356	Dike	3
410	Grade Stabilization Structure	1
560	Access Road	1
580	Streambank or Shoreline Protection	3
582	Open Channel	1
584	Channel Stabilization	1
606	Subsurface Drain	1

## **Appendix J. Guam SLA Excerpt Regarding Emergencies**

Reference: State Level Agreement between the United States Department of Agriculture, Natural Resources Conservation Service, and the Government of Guam, Department of Parks and Recreation, Historic Resources Division Regarding Soil and Water Conservation Assistance Activities on Private and Public Lands (1996)

### **VI. Compliance During Emergencies**

NRCS will notify HRD as soon as practicable of the declaration of emergency with the dates that emergency work and procedures are in effect. NRCS will take into account HRD comments received within 7 days of notification for all subsequent emergency work.

Emergency Situations (Exigency--high possibility of loss of life or property)

HRD will be notified of NRCS funds obligated for emergency situations. The notification will include the types and amount of funds obligated, circumstances creating the emergency situation, work to be undertaken, and any consideration of historic properties as appropriate. HRD will be given the opportunity to comment with a one day period so all attempts can be ( made to avoid significant historic sites, particularly extremely significant sites. NRCS will document and avoid adverse impacts to cultural resources encountered during emergency work to the fullest extent practicable.

In major disasters, NRCS may elect to waive all or part of its cultural resources responsibilities as allowed under 36 CFR 78.



## Appendix K. Emergency Contacts

Listings are organized into the following location-based categories:

- State of Hawaii
- American Samoa
- Guam
- Commonwealth of the Northern Mariana Islands (CNMI)

Contacts for each location are subcategorized based on the following levels of government (or equivalent hierarchy for the specific jurisdiction):

- U.S. Federal Agencies
- State / Territorial Agencies
- County and Local Government

For the cases of territorial and insular area jurisdictions where there is no local office of a U.S. Federal Agency, please refer to the contact listings under the State of Hawaii.

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### State of Hawaii

#### *Federal Agencies*

##### **FEMA Pacific Area Office**

Department of Homeland Security  
546 Bonney Loop, Bldg. 520  
Fort Shafter, Hawaii 96858-5000  
(808) 851-7900

<http://www.fema.gov/fema-region-ix-arizona-california-hawaii-nevada-pacific-islands>

##### **Federal Highway Administration**

Hawaii Division  
Box 50206  
300 Ala Moana Boulevard, Room 3-306  
Honolulu, HI 96850  
(808) 541-2700

##### **US Army Corps of Engineers**

Regulatory Branch  
Building 230  
Fort Shafter, HI 96858-5440  
(808) 835-4303  
[CEPOH-EC-R@usace.army.mil](mailto:CEPOH-EC-R@usace.army.mil)

##### **USDA APHIS**

Todd L. Smith,  
Emergency Program Specialist  
2314 Northwood Drive.  
Santa Rosa, CA 95404  
Blackberry: (970) 631-3279

##### **USDA Farm Services Agency**

737 Bishop Street, Mauka Tower Suite 2340  
Honolulu, HI 96813  
(808) 441-2704  
(808) 441-2705 Fax

##### **USDA Forest Service -**

###### **Cooperative Forester**

Co-located with PSW Research Station,  
60 Nowelo Street  
Hilo, HI 96720  
(808) 854-2620

##### **US Fish and Wildlife Service**

300 Ala Moana Boulevard, Box 50088  
Honolulu, HI 96850-5000  
(808) 792-9400  
(808) 792-9580 Fax

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#### *State Agencies*

##### **Hawaii State Civil Defense**

3949 Diamond Head Road  
Honolulu, HI 96816-4495  
(808) 733-4301  
(808) 733-4284 TTY  
(808) 733-4287 Fax  
Email: [askcivildefense@scd.hawaii.gov](mailto:askcivildefense@scd.hawaii.gov)

##### **Hawaii Department of Lands and Natural Resources (DLNR)**

1151 Punchbowl St.  
Honolulu, HI 96813  
(808) 587-0400  
[dlnr@hawaii.gov](mailto:dlnr@hawaii.gov)  
<http://dlnr.hawaii.gov/>

**DLNR Division of Forestry and Wildlife**

1151 Punchbowl Street, Room 325

Honolulu, Hawai'i 96813

808-587-0166

808-587-0160 Fax

<http://hawaii.gov/dlnr/dofaw>

**DLNR Office of Conservation and Coastal  
Lands**

1151 Punchbowl Street, Room 131

Honolulu, Hawai'i 96813

808-587-0377

808-587-0322 Fax

<http://hawaii.gov/dlnr/occl>

**DLNR State Historic Preservation Division  
(SHPD)**

601 Kamokila Boulevard

Kapolei, Hawai'i, 96707

808-692-8015

808-692-8020 Fax

<http://hawaii.gov/dlnr/shpd>

**Hawaii Coastal Zone Management**

235 S. Beretania St., 6th Floor

Honolulu, HI 96813

808 587-2846

<http://planning.hawaii.gov/czm/>

**Hawaii Department of Transportation**

Public Affairs Office

869 Punchbowl Street, Room 506

Honolulu, HI 96813

(808) 587-2160

(808) 587-2313 Fax

[dotpao@hawaii.gov](mailto:dotpao@hawaii.gov)

<http://hidot.hawaii.gov>

Lihue, Hawaii, 96766

(808) 241-1800

**Maui County Civil Defense Agency**

200 South High Street

Wailuku, HI 96793-2155

(808) 270-7285

(808) 270-7275 Fax

[civil.defense@mauicounty.gov](mailto:civil.defense@mauicounty.gov)

<http://co.maui.hi.us/index.aspx?nid=70>

Anna Foust, Emergency Management Officer

**Maui County Public Works Department**

Highways Division

*Lanai*

Lanai City, Hawaii 96763

(808) 565-7086

(808) 565-9517 Fax

**Hawaii County Civil Defense Agency**

920 Ululani St.

Hilo, HI 96720

(808) 935-0031

(808) 935-3311 (after hours)

**Hawaii Association of Conservation Districts  
(HACD)**

Michelle Watkins

State Association Executive Director

99-193 Aiea Heights Drive, Suite 110

Aiea, HI 96701-3900

(808) 483-8600 (120)

[hacdhawaii@gmail.com](mailto:hacdhawaii@gmail.com)

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***County and Local Government***

**City and County of Honolulu,**

**Department of Emergency Management**

650 South King Street

Honolulu, HI 96813

(808) 723-8960

**Kauai County Civil Defense Agency**

3990 Ka'ana Street, Suite 100

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**American Samoa**

***Federal Agencies***

**USDA Farm Services Agency**

Pago Plaza Building, Suite 211

Pago Pago, AS 96799

(684) 633-1031 x 121

(684) 633-7614 Fax

## ***Territorial Government***

### **Territorial Emergency Management Coordination (TEMCO)**

American Samoa Government  
P.O. Box 1086  
Pago Pago, American Samoa 96799  
(684) 699-6415  
(684) 699-6414 Fax

### **Department of Administrative Services**

Pago Pago, AS 96799  
Phone (684) 633-4156  
Fax (684) 633-1841

### **Department of Homeland Security**

(684) 633-2827  
(684) 633-2979 Fax

### **Department of Marine and Wildlife Resources**

P.O. Box 3730  
Pago Pago, AS 96799  
(684) 633-4456  
(684) 633-5944 Fax

### **Department of Public Works**

Faleosina Voigt, Director  
faleosina@asgdpw.org  
(684) 699-9921  
(684) 699-9913 Fax

### **Environmental Protection Agency**

*Water Program:*  
Christianera Tuitele, Water Program Manager  
christianera.tuitele@epa.as.gov  
(684) 633-2304 ex: 232

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## ***Local Government***

### **American Samoa Soil and Water Conservation District**

PO Box 4078  
Pago Pago, AS 96799  
(684) 633-1031  
Joe Uiagalelei, District Manager  
joeuiagaleleiswcd@gmail.com

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## **Guam**

### ***Federal Agencies***

#### **US Army Corps of Engineers**

Guam Field Office (Marianas)  
Apra Harbor Naval Complex  
PSC 455  
FPO, AP 96540-1088 Guam  
(671) 339-2108

#### **USDA Farm Services Agency**

770 East Sunset Blvd., Suite 260  
Barrigada, GU 96913  
(671) 472-7568  
(671) 472-7580 Fax

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## ***Territorial Government***

### **Guam Homeland Security, Office of Civil Defense**

221B Chalan Palasyo  
Agana Heights, GU 96910  
(671) 475-9600  
(671) 475-9601  
(671) 475-9602  
(671) 477-3727 Fax

### **Department of Land Management**

Bureau of Planning and Statistics, Coastal Zone  
Management  
Ricardo J. Bordallo Governor's Complex  
513 West Marine Corps Drive  
Hagåtña, Guam 96910  
(671) 472-4201 / 2 / 3  
(671) 477-1812 Fax  
<http://www.dlm.guam.gov/>

### **Department of Parks & Recreation – Historic Resources Division**

(671) 475-6294  
(671) 477-2822 Fax

**Department of Public Works**  
542 North Marine Corps Drive  
Upper Tumon, Guam 96913  
(671) 646-3131 Director's  
Office (671) 646-6178 Fax

**Guam Environmental Protection Agency**  
15-6101 Mariner Avenue,  
Tiyan, GU 96913  
(671) 300-4751  
(671) 477-9402 Fax

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***Local Government***    **Mayor's Offices**

Agana Heights	(671)	472-8285
Agat	(671)	565-2524
Asan Maina	(671)	472-6581
Barrigada	(671)	734-3737
Chalan-Pago-Ordot	(671)	477-1333
Dededo	(671)	632-5203
Hagatna	(671)	477-8045
Inarajan	(671)	475-2509
Mangilao	(671)	734-2163
Merizo	(671)	828-8312
Mongmong-Toto-Maite	(671)	477-9090
Piti	(671)	472-1232
Santa Rita	(671)	565-2514
Sinajana	(671)	472-6707
Talofof	(671)	789-1421
Tamuning-Tumon	(671)	646-5211
Umatac	(671)	828-2940
Yigo	(671)	653-9446
Yona	(671)	789-4798

**Northern Guam Soil and Water**

**Conservation District**

c/o UOG College of Natural and Applied Sciences

UOG Station

Mangilao, GU 96910

**Southern Guam Soil and Water**

**Conservation District**

c/o UOG College of Natural and Applied Sciences

UOG Station

Mangilao, GU 96910

**Commonwealth of the  
Northern Mariana Islands**

***Commonwealth Government***

**CNMI Homeland Security Emergency  
Management Office**

<http://www.cnmihsem.gov.mp/>

Emergencies (670) 237-8000

(670) 664-2216 Main Phone

(670) 322-8001-4 (670) 322-9572/74/29

**CNMI Coastal Resources**

**Management** (670) 664-8300

**CNMI Dept of Lands & Natural Resources**

(670) 322-9834

(670) 322-2633 Fax

Coordination of all land activities of the natural resources agencies of the CNMI Carries out and coordinates all damage assessment activities with NRCS, FSA, and DLNR.

**CNMI Department of Public Works**

Technical Service Division

(670) 322-9828

**CNMI Division of Environmental Quality**

(670) 664-8500

(670) 664-8540 Fax

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***Local Government / Local Offices of  
Commonwealth Agencies***

**Saipan Mayor's Office**

(670) 234-6208

(670) 234-1190 Fax

**Saipan Historic Preservation**

(670) 664-2120

**Saipan and Northern Islands SWCD**

P.O. Box 5082 CHRB

Saipan, MP 96950

(670) 256-3319

**Rota Mayor's Office**

(670) 532-9451/2  
(670) 532-9454 Fax

**CNMI Homeland Security and  
Emergency Management Office**

Emergency (670) 237-8000  
Main office (670) 532-4700  
(670) 532-4701 Fax

**Rota Department of Environmental  
Quality (670) 532-3102**

(670) 532-3103 Fax

**Rota Coastal Resources Management**

Main office (670) 532-0466  
(670) 532-1000 Fax

**Rota Historic Preservation**

(670) 532-0818  
(670) 532-0819

**Luta SWCD**

P.O. Box 963  
Rota, MP 96951  
(670) 532-9454  
Potential sponsor for Rota EWP activities.

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**Tinian Mayor's Office**

Office (670) 433-1800/2  
(670) 433-6082 Fax

**CNMI Homeland Security and  
Emergency Management Office**

Emergency (670) 237-8000  
\*Serviced by the Saipan office!

**Tinian Department of Environmental Quality**

Main office (670) 433-3169  
(670) 433-3169 Fax

**Tinian Coastal Resources Management**

Main office (670) 433-0494  
(670) 433-0638 Fax

**Tinian Historic Preservation**

(670) 433-0220  
(670) 433-

**Tinian SWCD**

P.O. Box 520226  
Tinian, MP 96952  
Office (670) 433-2576 Mobile (670) 287-2855  
Secretary's office: (670) 433-1400  
Potential sponsor for Tinian EWP activities.