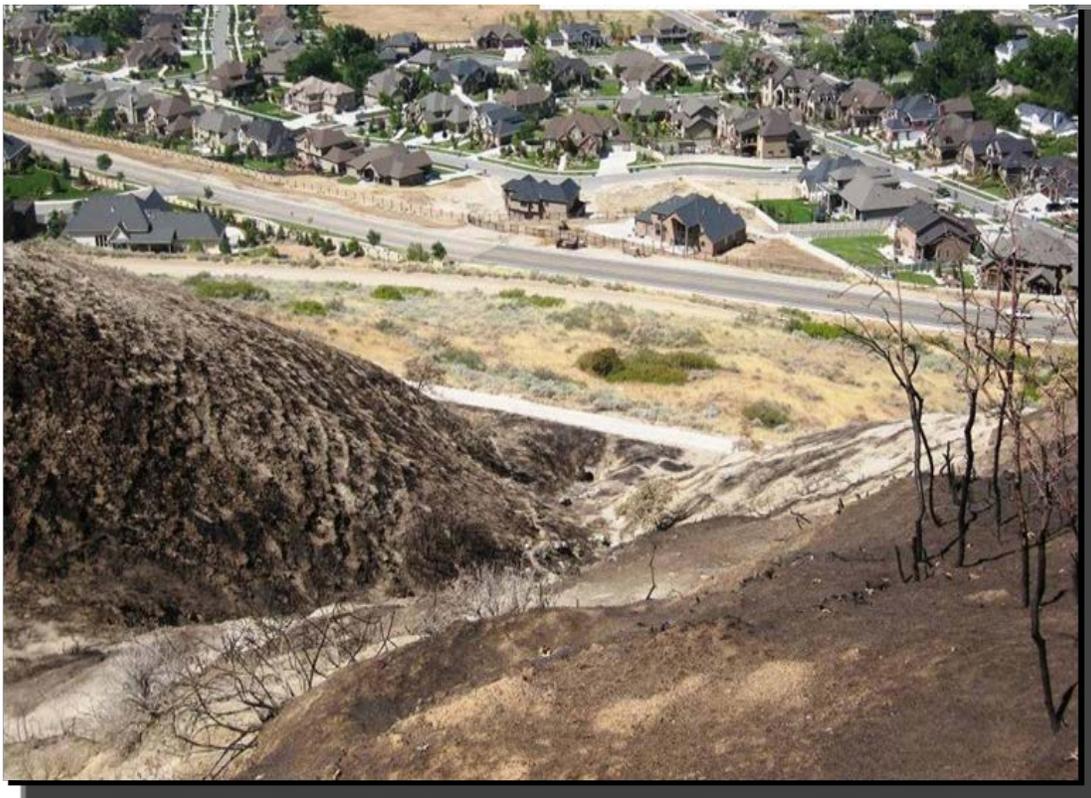


Utah-NRCS

EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

Emergency Recovery Plan & Resource Guide



NRCS-Utah Home Page: <http://www.ut.nrcs.usda.gov>

USDA Nondiscrimination Statement

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) 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, Office 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."

Front Cover: Photo of burned drainage, Corner Canyon, Draper City, Utah

PURPOSE

The Natural Resources Conservation Service (NRCS) in Utah provides EWP assistance to address threats to life and property that occur when a natural disaster causes a sudden impairment within a watershed. This may include natural disasters such as, tornadoes, storm runoff after wildfires, drought, landslides, debris flows and floods. This emergency recovery plan provides guidelines for NRCS Utah that addresses the recovery actions and inter-agency coordination when the Emergency Watershed Protection Program is initiated and/or implemented.

The objective on this plan is to define key agencies to coordinate responses to aid in emergency recovery efforts with the State of Utah and provide basic information (or steps) to follow in recovery activities.

TABLE OF CONTENTS

PURPOSE.....	1
TABLE OF CONTENTS.....	4
ACKNOWLEDGEMENT.....	8
1.0 INTRODUCTION.....	9
1.1 EMERGENCY WATERSHED PROTECTION PROGRAM.....	9
Definition.....	9
1.2 EMERGENCY RECOVERY PLAN.....	9
Purpose.....	9
Definitions.....	10
1.3.1 Sponsor.....	10
1.3.2 District Conservationist.....	10
1.3.3 Area Conservationist.....	10
1.3.4 State Conservationist.....	10
1.3.5 Program Manager (PM).....	10
1.3.6 Field Coordinator (FC).....	10
1.3.7 Damage Survey Report (DSR).....	10
1.3.8 DSR Team.....	11
1.3.9 EWP Administration Team.....	11
1.3.10 EWP Communication Team.....	11
1.4 ROLES AND RESPONSIBILITIES.....	11
1.4.1 Role and Responsibilities of the Sponsor.....	11
1.4.2 Role and Responsibilities of the Area/District Conservationist (AC/DC).....	12
1.4.3 Roles and Responsibilities of the State Conservationist.....	13
1.4.4 Roles and Responsibilities of the Program Manager.....	13
1.4.5 Roles and Responsibilities of the Field Coordinator.....	14
1.4.6 Roles and Responsibilities of the DSR Team.....	14
1.4.7 Roles and Responsibilities of the EWP Administration Team.....	15
1.4.8 Roles and Responsibilities of the EWP Communication Team.....	15
The goals of this communications plan are to:.....	15
2.0 OVERVIEW - EMERGENCY RECOVERY PLAN PROCESS.....	17
2.1 Watershed Impairment.....	17
2.2 Identify Sponsorship Interest.....	17
2.3 Preliminary Assessment.....	17
2.4 Communication Plan.....	17
2.5 Eligibility Assessment.....	17
2.6 Request for Financial and Technical Assistance.....	18
2.7 Project Agreement.....	18
2.8 Final Project Design.....	18
2.9 Permitting.....	18
2.10 Federal Contracting Process.....	19
2.11 Construction Inspection.....	19
2.12 Project Completion and Acceptance.....	19
2.13 Project Evaluation and Follow-up.....	19
3.0 GENERAL PROCESS – EWP FLOW CHART.....	19

4.0	LIST OF POTENTIAL SPONSORS.....	21
4.1	Sponsor Definition	21
4.2	List of Potential EWP Project Sponsors:.....	21
5.0	TYPICAL RECOVERY MEASURES.....	21
6.0	COORDINATION OF IMMEDIATE RESPONSE.....	21
6.1	Urgent and Compelling Sites	21
6.2	Presidential and Locally Declared Natural Disasters	22
7.0	APPROVAL PROCESS FOR PERMITS	22
7.1	Environmental Concerns and Coordination	22
	Threatened and Endangered Species	22
7.1.1	Wetlands	23
7.1.2	Cultural Resources	23
7.1.3	Bioengineering and Fluvial Geomorphology.....	23
7.1.4	Limited Resource Areas.....	23
8.0	CONSTRUCTION CONTRACT PROCEDURES	23
8.1	Project Agreement Procedures	24
8.2	In-Kind Contributions	24
8.3	Training and Education	24
8.4	Final Reports and Follow-up.....	25
9.0	ROLE OF COOPERATING AGENCIES/ORGANIZATIONS	25
9.1	Federal Agencies	25
9.1.1	Federal Emergency Management Administration (FEMA)	25
9.1.2	U.S. Army Corps of Engineers (USACOE):	25
9.1.3	U. S. Forest Service (USFS)	26
9.1.4	U.S. Fish and Wildlife Service (USFWS)	26
9.1.5	Farm Services Agency (FSA)	26
9.1.6	Bureau of Land Management (BLM)	26
9.2	State Agencies	26
9.2.1	Utah Department of Natural Resources	27
9.2.2	Utah Department of Transportation.....	27
9.2.3	Utah Division of Emergency Services and Homeland Security (DESHS).....	27
9.3	Local Agencies.....	28
9.3.1	Utah Association of Conservation Districts (UACD).....	28
9.3.2	County Government.....	Error! Bookmark not defined.
	Appendix A	29
	APPENDIX B – Emergency Action, Responsibility, and Time Table	30
	Appendix C	32
	DSR Team.....	32
	Office Equipment.....	32
	Supplies.....	33
	Appendix D	34
	Training and Education Plan	34
	Training Schedule:	34
	Disaster Area Education and Outreach Plan:	34
	Job Approval Procedure:.....	34
	Appendix E	35
	Guidelines for Urgent and Compelling Situations	35
	Negotiated procurement procedures are permitted by persons with the appropriate authority.	35

Funding:	35
Appendix F	36
Forms and Documents	36
Appendix F1	37
State Conservationist	37
This work is needed to safeguard lives and property from an imminent hazard of floodwater and erosion.....	37
We do not have sufficient funds or services available to repair this damage.....	37
We certify that we possess the legal authority to apply for federal assistance.....	37
Please contact _____ for any additional information needed.	37
Sincerely,	37
NAME.....	37
Title	37
Appendix F2	38
Typical Response Letter	38
Appendix F3	39
NRCS LETTERHEAD	39
Natural Resources Conservation Service	40
Appendix F5	42
County Codes	42
UTAH	43
Appendix F6	43
Appendix F7	45
CONSTRUCTION	46
FORCE ACCOUNT	46
PLAN OF OPERATIONS	46
NOTE: See Cooperative Force Account Agreement for Procurement procedures.	46
The following materials at the estimated cost are required for this work.....	46
MATERIAL TOTAL COST \$ 109,338.96.....	47
Hourly Rate=City Hourly wage rate times 1.33 1/	48
Personnel Hourly Rate Benefits 33% Estimated Hours Amount	48
CONSTRUCTION SAFETY.....	49
SPONSOR SANTAQUIN CITY.....	49
Submitted by:	49
Title:	50
UNITED STATES DEPARTMENT OF AGRICULTURE.....	50
NATURAL RESOURCES CONSERVATION SERVICE.....	50
Appendix F8	51
Sample Agreement Provisions	51
ATTACHMENT A – SPECIAL PROVISIONS	52
The Sponsor agrees to comply with the following special provisions, which are hereby	52
I. Drug-Free Workplace.....	52
By signing this agreement, the Sponsor is providing the certification set out below. If it is	52
Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS.....	52
(1) Abide by the terms of the statement; and.....	53
B. The Sponsor may provide a list of the site(s) for the performance of work done in.....	53
IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or	54
Clean Air and Water Clause	54

Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is55

U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal55

(2) That no portion of the work required by this agreement will be performed in a facility55

(3) To use their best efforts to comply with clean air standards and clean water standards.....55

(2) The term “Water Act” means Federal Water Pollution Control Act, as amended (3355

V. Assurances and Compliance56

VI. Examination of Records56

Appendix F957

ASSURANCES RELATING TO.....57

REAL PROPERTY ACQUISITION58

ACKNOWLEDGEMENT

We wish to thank the Maryland USDA - Natural Resources Conservation Service, Baltimore, Maryland for the majority of the text used in this document is from their manual, dated October, 2002.

1.0 INTRODUCTION

The U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) is one of many federal and state agencies involved with the Utah Division of Emergency Services and Homeland Security (DESHS) (formerly Utah Comprehensive Emergency Management) that coordinates emergency management efforts between federal, state, and local governments in the State of Utah. These emergency management efforts include preparedness, recovery, response, and mitigation.

The Utah NRCS State Emergency Response Team (SERT) conducts field assessments of any natural disaster. This team is composed of the state conservation engineer, state geologist, hydrologist, state rangeland management specialist, and other disciplines, as needed.

NRCS will contact the appropriate Soil Conservation Districts (SCD's) or Native American Tribes about any potential or imminent natural catastrophes and offer assistance.

1.1 EMERGENCY WATERSHED PROTECTION PROGRAM

Definition

NRCS, through the Emergency Watershed Protection (EWP) program provides assistance to restore the negatively impacted watershed(s) to its pre-disaster condition and relieve imminent hazards to life or property. The EWP program, provides technical and financial assistance to communities negatively impacted by a natural disaster. Typical disasters include floods, storm runoff after wildfires, windstorms, landslides, debris flows and drought. NRCS administers the program through the following authorities:

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

Responsibility for the program is assigned to the Secretary of Agriculture and delegated to the Chief of NRCS. The NRCS State Conservationist is responsible for administering EWP in their state. The State Conservationist has authority to implement EWP in local disasters or administer the program during a Presidential Declared Disaster.

Through Public Law 93-288, the President of the United States can declare a “major disaster area”. When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all the disaster activities. EWP assistance may be provided if the NRCS State Conservationist determines the program is applicable. In the absence of a presidential declared event, and when local conditions warrant, the State Conservationist (STC) may declare a “local” emergency and provide assistance to potential sponsors requesting assistance.

1.2 EMERGENCY RECOVERY PLAN

Purpose

This Emergency Recovery Plan (ERP) has been developed to enhance the coordination, cooperation and communication among victims, sponsors, and government before and after the EWP program has been implemented prior to and during natural disasters.

Definitions

The following terms are used throughout this Emergency Recovery Plan:

1.3.1 Sponsor

A sponsor is a qualifying local unit or subdivision of state government, city, county, tribe or conservation district or the like who can contribute up to 25% of the construction costs.

1.3.2 District Conservationist

The NRCS District Conservationist (DC) is generally the local contact for the affected area in each county. However, in areas without an assigned DC, other NRCS staff will be assigned the role of the local contact. The DC must understand the basics of the EWP program and its eligibility criteria, and work to establish key contacts and potential sponsors for future EWP projects.

1.3.3 Area Conservationist

The NRCS Area Conservationist (AC) may serve in the role as the District Conservationist as the local contact person. The AC must understand the basics of the EWP program and its eligibility criteria, and may work to establish key contacts and potential sponsors for future EWP projects. When not functioning as the local contact, the AC should always be aware of the projects being done by the DC's in their area.

1.3.4 State Conservationist

The State Conservationist is responsible for all NRCS activities and programs in Utah.

1.3.5 Program Manager (PM)

The Assistant State Conservationist is the Program Manager and responsible for providing leadership and oversight of the EWP program in the state. The PM may assign any NRCS personnel in the state to carry out EWP duties and temporary assignments may be necessary.

1.3.6 Field Coordinator (FC)

The Field Coordinator is responsible for the management of the EWP fieldwork. The FC will be the engineer assigned to the county where the disaster occurred. For multi-county events or extensive damage areas, the PM may assign various Field Coordinators. The FC will organize and assign the Damage Survey Report teams and staff to complete assessments.

1.3.7 Damage Survey Report (DSR)

The first action for this report is to determine the program eligibility for the occurrence. The DSR documents damages; proposed work; economic, social and environmental defensibility; sketches of the site; standard drawings; maps; photos; GPS data; and other information as needed. Every eligible site will have a DSR completed. The DSR serves as the NRCS documentation that the site has been evaluated.

1.3.8 DSR Team

A DSR Team is an NRCS interdisciplinary team that performs site assessments and completes the DSR. The DSR team may include non-NRCS members such as sponsor representatives and technical personnel from other agencies.

1.3.9 EWP Administration Team

This team is responsible for setting up the EWP office and supplying that office with equipment, vehicles, and materials. The team also performs the duties necessary for contract preparation, contract advertising, and contract administration. The team leader is the State Administrative Officer.

1.3.10 EWP Communication Team

This team is comprised of the DC and state Public Affairs Specialist (PAS). They are responsible for sharing information with the media, sponsors, and general public and documenting the work completed.

1.4 ROLES AND RESPONSIBILITIES

Multi-level coordination is necessary for the EWP recovery plan to be completed within the timeframe required by the program guidelines. The NRCS EWP Program Manager, the District Conservationist, and the DSR Team Leader will all work closely with the sponsor to fund, plan, prioritize, and complete the EWP recovery. The local Soil Conservation District will also be highly involved in many aspects of the recovery effort at the local level. The following are roles and responsibilities to complete this work.

1.4.1 Role and Responsibilities of the Sponsor

- Submit a written request to the State Conservationist requesting NRCS assistance within 60 days after the natural disaster
- Assign a technical and administrative contact to address necessary correspondence and provide information to the NRCS District Conservationists.
- Acquire all necessary regulatory requirements and permits prior to construction (Corps, MDE, County Grading, etc.). NRCS may provide the sponsor with necessary drawings and other technical information that is required for the permit applications.
- Ensure appropriate land rights and real property rights have been acquired.
- Attorney opinion not required for EWP. (Refer to appendix F10 Section D)
- Enter into a project agreement with NRCS outlining responsibilities and obligations.
- Agree to provide for the operation and maintenance of completed structural measures. NRCS will assist the sponsor with the development of an operation & maintenance plan.
- Provide up to 25 percent of construction costs (cash and/or approved in-kind). Tasks such as acquiring land rights and permits will not be credited as in-kind expenses.
- Set priorities for order of site visits to be completed with the DSR team(s). Sponsors may have a representative on the DSR team. The sponsors may appeal technical determinations made by the DSR team. Sponsors assist NRCS in setting the priorities of work to be completed.
- As determined and agreed upon, the sponsor may administer construction contracts to perform the work.

1.4.2 **Role and Responsibilities of the Area/District Conservationist (AC/DC)**

In the days following a natural disaster, the AC/DC has an important and often difficult role to play. The conduct of the AC/DC will set the tone for future relationships between NRCS, sponsors, and landowners.

The AC/DC should be prepared for and prepare others for a long recovery process typically lasting up to a year. 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 NRCS cannot keep*. The AC/DC will need to help people make the distinction between response operations, such as those needed to get people to safety, and recovery operations, such as restoring the stream channel capacity or debris removal. The EWP program is used only for recovery operations after the disaster event has ended and the full extent of the damages has been determined.

The Area/District Conservationist responsibilities include:

- Perform a preassessment of the damage if any has occurred and determine if the site(s) is **possibly** eligible for EWP program.
- Notify the PM if the Sponsor(s) wishes to proceed with EWP assistance. Prepare for the Damage Survey Teams to report to your office. Also determine an appropriate location for the FC, DSR Team, and EWP Administration Team. See Appendix C for equipment needs of the DSR Team, FC, and EWP Administrative team. The DSR teams with the FC and Program Manager make the final site eligibility decision and determine the extent of work to be performed.
- Determine within 24 hours where damages and stream blockages have occurred. This can be done quickly through telephone calls to key landowners, visual onsite inspections, Weather Bureau Reports, Internet weather maps, and conversations with other county and agency personnel.
- Notify the PM, Area Conservationist, and the local SCD of the disaster situation. Be prepared to report the approximate number of sites where people, dwellings, highways, streams, and structures have been affected. This information will change several times as more sites are found. Continually communicate this new information to the PM or FC. Realize that limited funding may be available for Urgent and Compelling situations (See page 19) and projects not listed in the original project agreement.
- Make the potential sponsor aware of the following:
 - a. The purpose of EWP and the sponsor's financial obligations (up to 25%)
 - b. The need to apply for NRCS assistance
 - c. Their responsibility to obtain and certify land rights signatures for landowners affected
 - d. Their responsibility to obtain necessary regulatory permits and clearances
 - e. The need to appoint a liaison. Other County personnel who may be of help are the Geographic Information System Coordinator and/or the Comptroller. As inventories are completed, make a report of the findings to the Sponsors Representative
- Maintain a telephone log sheet that contains the following information: name, address, and telephone number, statement of problem, stream name, date, and time of call.
- Coordinate local fact finding with the County/City, State Agencies and Federal Agencies (such as FEMA) as necessary.

- Contact the NRCS Public Affairs Specialists to initiate the communication plan.
- Prepare available information and necessary equipment for use by the DSR Team. Refer to the Program Manager for assistance.
- Field Office Tech Guide Section I - Threatened & Endangered Species Maps, Cultural Resources Data (if available must have clearance – need guidance for plan as to how detailed this has to be and how it relates to an exigency-compelling-urgent, all applicable regulatory laws must be addressed – consult with appropriate specialists), other resource data – wetland maps, soils information, stream classifications.
- File folders for each DSR site, highway or street maps with streams, names and route numbers, county maps, topographic maps or software, compass, and any other items necessary for the DSR team to perform their duties. Coordinate your efforts with the Program Manager to see that individuals on the DSR teams have as much equipment as they need. Inventory the equipment available with the equipment needs as listed in Appendix C and prepare the appropriate request for needs to the Administrative Team.
- List of local contractors with equipment listed and rates;
- Provide to the sponsors a copy of the sample Land Rights Agreement found in Appendix F, Forms and Documents, to the sponsors;
- Directory of essential personnel and agencies; and
- List and location on a map of possible disposal areas.

1.4.3 Roles and Responsibilities of the State Conservationist

The NRCS State Conservationists (STC) has the ultimate responsibility for all work performed by NRCS in the state.

The STC is responsible for:

- Implementing the EWP program in the state;
- Declaring disasters in the state;
- Ensuring only eligible work is carried out in compliance with all laws, regulations, and policies;
- Establishing priorities and allocating staffing;
- Coordinating with NRCS National Headquarters, other agencies, and others;
- Maintaining the Utah EWP Emergency Recovery Plan;
- Appointing a state EWP Program Manager.

1.4.4 Roles and Responsibilities of the Program Manager

The role of the Program Manager is to provide leadership for the EWP program within the state. They must have the ability and authority through the State Conservationists to assign personnel and resources to administer the EWP program in the event of a locally or nationally declared disaster.

The PM is responsible for:

- Holding delegated engineering approval authority to determine the eligibility of work.

- Assigning NRCS personnel to temporary duty in order to perform EWP duties as necessary, ALL NRCS employees in the state are eligible;
- Provides overall coordination for the EWP program;
- Coordinates pre-disaster planning with sponsors and partners;
- Ensures proper coordination among federal, state, and local agencies in developing a list of priorities on all proposed emergency work;
- Provides training, technical and administrative assistance to the FC and EWP Administrative team to resolve problems;
- Tracks the defensibility of work performed and assists the AC/DC in preparing final reports.

1.4.5 Roles and Responsibilities of the Field Coordinator

The role of the Field Coordinator is to work with the State Conservation Engineer and provide leadership in the field for the DSR Teams, engineering designs, construction, and inspection.

The FC is responsible for:

- Operating as the field contact for the DSR teams;
- Organizing and instructing the DSR teams on their duties;
- Determining the geographical areas the DSR teams will cover;
- Assisting the AC/DC with Project Agreements;
- Organizing design staff and assigning jobs;
- Recommending Contracting Officer Technical Representative(COTR) and inspection personnel to the Contracting Officer (CO);
- Maintaining status log of work inventoried, designed, and completed.

1.4.6 Roles and Responsibilities of the DSR Team

The role of the DSR team is to record detailed site studies to determine the eligibility of EWP assistance. The DSR teams are assigned by the EWP Program Manager through the Field Coordinator. The determination of eligibility and damage assessment of each site or closely grouped sites will be documented through the completion of a Damage Survey Report (DSR) (examples found in Appendix F). The DSR for each site will document the alternatives, the economic, social, and environmental defensibility, and the technical soundness of the selected alternative. The DSR site sketch will show pre-storm and post-storm conditions, the work to be completed, work limits, haul roads, dump sites, protected areas, and any other information pertinent to design or construction. Each site will be located on a county or city road map and on a copy of the USGS topographic quadrangle map. The USGS quadrangle name will be noted on the DSR form. Photographs, either digital or prints, will be taken at each site. The photographs will become part of the DSR and will supply additional documentation of the conditions found by the DSR team.

Ineligible Sites Only: Pages 1 and 6 of the DSR will be needed to document sites that were evaluated but deemed ineligible. In these cases, on page 6 in the comments section, the DSR team will document the reason for ineligibility.

1.4.7 Roles and Responsibilities of the EWP Administration Team

The role of the EWP administration team is to manage equipment requirements for the EWP office, prepare and administer federal contracts, and disperse all funds. The responsibilities include:

- Provide rental or relocate equipment and vehicles as necessary to equip the EWP including office set up (copiers, phones, computers, computer networking, office supplies, equipment rental or purchase, and other necessities);
- Make copies of and distribute all federal or local contracts;
- Provide a CO for all remedial work;
- Disperse funds as required;

1.4.8 Roles and Responsibilities of the EWP Communication Team

The role of the communication team is to provide uniform and consistent information to sponsors and the general public through a Media Program. The team consists of the State Public Affairs Specialists (PAS) and the District Conservationist of the affected area.

Internal and external communications and public information are a vital part of the Emergency Watershed Protection (EWP) Program. This communications plan provides a basic checklist of key audiences to keep informed and actions that will be taken by state, area, and field office staffs when a disaster strikes and the EWP Program is activated.

The actions in this plan supplement the personal contacts that personnel working on EWP projects will have on a daily basis with sponsors and members of the community. Each staff member, as a representative of our agency, is responsible for clearly describing who we are, our role, and the work we are doing under the EWP program.

Successful implementation of this plan requires that the public affairs specialist be kept in the communications loop along with the EWP program manager, technical specialists, contract specialist, and field office personnel. Area and field office personnel are required to communicate their public information needs throughout the EWP process directly to the public affairs specialist for action.

The goals of this communications plan are to:

- Provide accurate, current information to external publics using direct mail and the media.
- Facilitate gathering and release of accurate news story material and other disaster-related public information by informing media (newspapers, radio and television stations) of the assistance NRCS can provide, information about the EWP Program, and how to reach local and state office NRCS staff.
- Foster good public relations between NRCS and our external publics, including EWP sponsors, other agencies, political figures, the media, and the local community.

A key component of this plan is the use of direct mail to inform sponsors, elected officials, and the media of progress on EWP projects. Direct mail can be considered a personal contact and is the next best thing to a personal visit, phone call, or e-mail. This method drops our message onto a specific

target and is under our control. We decide who receives it, what it contains, how it is presented, and when it is sent. Sending our messages to these audiences through the media is risky. The newspaper editor may choose not to use it or bury it on a page where our intended readers will not see it. Or if they do see the article, they may choose to read only the headline. With radio or television, any number of our intended audience may not be listening or watching. NRCS personnel who work on EWP projects need to be highly visible. ***Use of EWP jackets, hats, and magnetic signs for vehicles are highly recommended to increase the visibility of NRCS on the job.***

The AC/DC is responsible for:

- Making the PAS aware of any local human interest stories;
- Serving as the local point of contact for all media;
- Issuing press releases and news advisories;
- Arranging media interviews;
- Providing daily updates to PAS on “urgent and compelling” sites and regular reports about the number and type of sites found;
- Maintaining a file of newspaper clippings;
- Coordinating file of digital/photographic images of “before” and “after” work;
- Working with the sponsor to post EWP signs on sites under construction;
- Assisting the PAS with coordination of media, legislative, and sponsor tours;
- Faxing copies of all news releases to the PAS along with the names of the newspaper, TV station, radio station, etc.

2.0 OVERVIEW - EMERGENCY RECOVERY PLAN PROCESS

The following is a general overview of the EWP process. For a detailed timeline and sequence of activities, see Appendix B, Emergency Action, Responsibility, and Time Table.

2.1 Watershed Impairment

When sudden watershed impairment occurs, the AC/DC becomes the facilitator for EWP program activities by working with sponsors, landowners and government entities. The AC/DC will immediately notify the FC, AC and PM and begin the process to identify the magnitude and location of the damages. Contacting the local emergency management agency and other local agencies may be necessary at this time.

2.2 Identify Sponsorship Interest

The DC should contact potential sponsors prior to conducting disaster assessment to determine their interest and ability to be sponsors. In many cases the sponsor may contact the AC/DC first through a written request. Interest in sponsoring projects can change over time because of fluctuating financial capabilities or concerns about activities such as acquiring permits or obtaining easements.

2.3 Preliminary Assessment

Once the AC/DC has identified the preliminary damage locations, a site visit will be conducted by field office personnel. The AC/DC will evaluate the extent of the damaged areas and make a preliminary determination on the potential for EWP work.. The Field Coordinator and Program Manager shall be contacted for guidance on questionable sites. The AC/DC will start developing an information file for the potential projects.

2.4 Communication Plan

A communication plan will be developed and will be implemented throughout the EWP recovery effort. The purpose of the plan is to inform the targeted audiences of the extent of damages, status of the recovery, and provide general information concerning the EWP recovery program. The communication plan will include achieving contacts with the local media, news releases, and other methods used to inform people of the assistance available and progress being made. The responsibility of the communication plan lies with the AC/DC and PAS.

2.5 Eligibility Assessment

Eligibility and damage assessments for identified impacted sites and determined potentially eligible will be conducted by an interdisciplinary team known as the Damage Survey Report (DSR) team.

The interdisciplinary team will visit each potential EWP site, complete a DSR and determine project eligibility. If eligible they will consider and evaluate environmentally, socially, and economically suitable solutions for eliminating the imminent threat, and develop a cost estimate. A DSR will be completed for each eligible site evaluated. If the site is determined to be ineligible the team may complete a DSR or send a letter to all parties explaining why the project is ineligible. After the DSRs are complete, the AC/DC will inform the sponsors of the findings. The sponsors will use this information to set priorities for the work to be done.

2.6 Request for Financial and Technical Assistance

The sponsor will submit a request for NRCS technical and financial assistance if potential eligible sites are found in the preliminary assessment. The request is submitted to the NRCS State Conservationist and must contain the sponsor's commitment of up to 25% of the construction cost for priority sites, and the name of the sponsor's liaison (See Appendix F, Forms and Documents, for an example). *NRCS must secure funds for the process to continue, no further action is authorized until funds are secured.*

2.7 Project Agreement

The Project Agreement can be initiated after funding is obtained. The DC with the FC and administrative team will initiate the Project Agreement. The Project Agreement specifies the scope of work to be performed, project costs, in-kind contributions (if any), and terms for accepting the completed project.

2.8 Final Project Design

The FC will assign survey and design teams as necessary to complete the design as outlined by the DSR team. Standard drawings will be used as much as practical.

2.9 Permitting

The sponsors will obtain all required permits, clearances, studies and land rights before entering into a Project Agreement with NRCS. NRCS will assist the sponsor by providing the information needed in the permitting and land rights process. Each DSR will include all of the known environmental, cultural, and social effects of the proposed work in order to expedite the review by the permitting/regulatory agencies. State or county government may also require additional permits for activities such as grading, burning, and erosion and sediment (E&S) control. *Sponsors will provide documentation to NRCS that all necessary permits, clearances, studies and land rights are obtained before NRCS can continue.*

2.10 Federal Contracting Process

Once the project agreement is signed, the Contracting Officer (CO), with the assistance of the FC, will prepare the bid package in accordance with applicable contracting rules. As part of the bid process, the CO, Contracting Officer's Representative (COR), inspector, and sponsor will conduct a site showing for potential contractors. The CO will conduct the bid opening, review contractor references, and award the contract.

2.11 Construction Inspection

Project work begins once the contract has been awarded. The assigned inspector and COR will monitor the project work. The inspection process ensures that the project is conducted in accordance with the design, contract, and permit requirements.

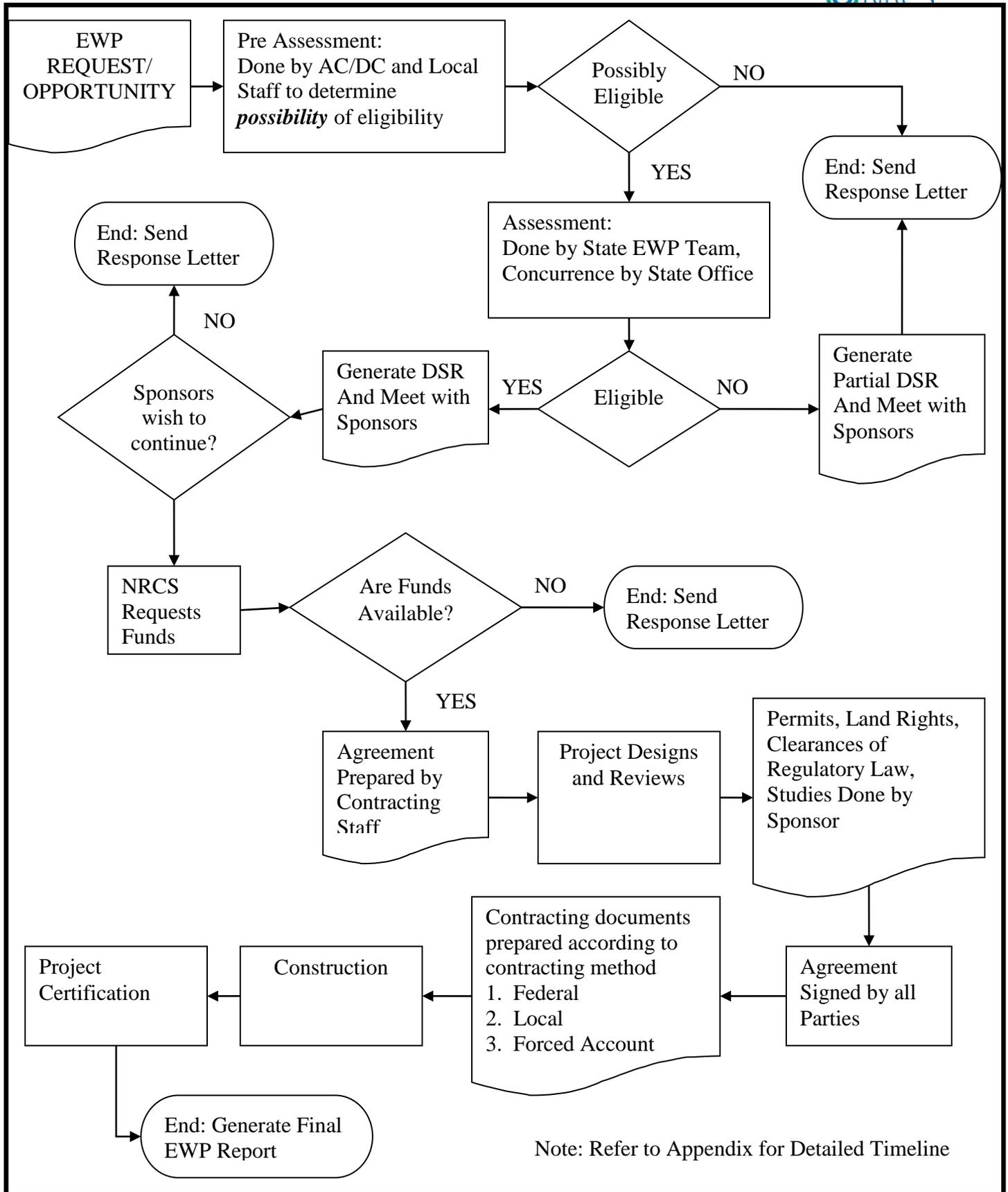
2.12 Project Completion and Acceptance

Upon completion of a project, the sponsor, COR, and CO will review the work to ensure all the necessary items are completed according to the requirements specified in the project agreement. If the work is deemed complete, the project is accepted and as-built drawings, if applicable, are prepared. After project acceptance, the CO will authorize final payment to the contractor and the State Administrative Officer will invoice the sponsor for reimbursement of their share of the project costs.

2.13 Project Evaluation and Follow-up

After all EWP work is completed, the EWP Program Manager, Field Coordinator and other staff will evaluate the NRCS's response to the emergency and the effectiveness of the processes used to implement the program. Input from all partners, including sponsors, agencies, citizens' groups, and congressional delegations, will be solicited. Evaluation of the current program and suggested changes to improve the program effectiveness, delivery, administration, and environmental effects will be reviewed. Necessary changes shall be highlighted in the Final EWP report and incorporated to improve the process to address future disasters.

3.0 GENERAL PROCESS – EWP FLOW CHART



Note: Refer to Appendix for Detailed Timeline

4.0 LIST OF POTENTIAL SPONSORS

4.1 *Sponsor Definition*

A project sponsor can be local government, a legal subdivision of state government, a state agency or other government entities. Sponsors must be capable and willing to provide the local funding share, obtain property rights and permits, and carry out Operation and Maintenance (O&M) responsibilities.

4.2 *List of Potential EWP Project Sponsors:*

- County Commissioners
- County Executive/County Council
- Soil Conservation District
- Public Drainage Association
- Public Watershed Association
- Utah Department of Agriculture and Food (UDAF)
- Utah State University (USU) Extension Service
- USDA Farm Service Agency (FSA)
- Utah Department of Environmental Quality (DEQ)
- Utah Department of Natural Resources (DNR)
- Utah Resource Conservation and Development Councils (RC&D)
- Utah Association of Conservation Districts (UACD)
- USDA Forest Service (USFS)
- Other local, state or federal government entities

5.0 TYPICAL RECOVERY MEASURES

NRCS uses several practices to stabilize watersheds after a natural disaster. These measures focus on eliminating those watershed impairments that present a threat to life and property. The typical measures listed here have been utilized in past Utah EWP recovery work.

- Streambank stabilization
- Debris and sediment removal
- Land stabilization
- Road and bridge protection
- Erosion control
- Irrigation and canal structures
- Seeding
- Other measures, as needed

6.0 COORDINATION OF IMMEDIATE RESPONSE

6.1 *Urgent and Compelling Sites*

Definition – Emergency conditions that exhibit an extremely high potential for loss of life and/or significant property damage unless immediate action is taken.

REFERENCE: National Emergency Watershed Protection Manual (NEWPM), Draft 10, dated March 21, 2000, Section 501.08 Urgent and Compelling Situations, Pages 25 and 26.

Upon discovery of an urgent and compelling situation, the DC or DSR team will immediately contact the PM and/or the State Conservation Engineer for assistance as needed. A DSR will be completed for all urgent and compelling sites prior to starting work. The initial DSR may cover just the work necessary to relieve the urgent and compelling situation. This DSR must be completed within 5 days of discovery of the site. The FC will determine the work necessary and a cost estimate for the work involved. The FC or DC will coordinate with the PM to ensure adequate funds are available prior to contacting the contractor to perform the work. The sponsor must obtain land rights and permits and agree to pay up to 25% of the construction cost prior to any work being performed.

6.2 Presidential and Locally Declared Natural Disasters

Through Public Law 93-288, the President of the United States can declare a “major disaster area”. When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all the disaster activities. EWP assistance may be provided if the NRCS State Conservationist determines the program is applicable, there are local sponsors, and there are eligible sites. In the absence of a presidential declaration of a “major disaster area” and when local conditions warrant, the State Conservationist (STC) may declare a “local” natural disaster and provide assistance to sponsors requesting assistance.

7.0 APPROVAL PROCESS FOR PERMITS

The AC/DC will work with Corps of Engineers, Utah Department of Environmental Quality, and USFWS to identify permit requirements and situations typical in EWP work and work out details to expedite the permit process in their county. The AC/DC will assist the local sponsors in obtaining permits for Urgent and Compelling situations where permits must be obtained in a timely manner. The team will agree with the permitting agencies on what watershed impairments may qualify as “Urgent and Compelling”. Other local permits, such as a burning permit, grading permit, or sediment control permit, may apply in some locations. If any of these permits are required, the sponsor will obtain them prior to the execution of the project agreement. The sponsor is responsible for any fees associated with the issuance of these permits.

7.1 Environmental Concerns and Coordination

Threatened and Endangered Species

A Threatened and Endangered Species review will be conducted for each site and documented on the Environmental Evaluation (EE) portion (p.4) of the DSR according to the process listed in Section I of the NRCS Field Office Technical Guide (FOTG). Locally available information, such as threatened and endangered species maps will be checked. NRCS will consult with the U.S. Fish & Wildlife Service

(USFWS) and Utah Department of Natural Resources, Wildlife Resources to determine the potential effect on the population or habitat of a threatened or endangered species.

7.1.1 Wetlands

The EWP DSR team will identify and delineate any wetlands that will be altered, drained or filled as a result of the selected alternative for EWP work. NRCS wetland teams will be consulted as needed. Locations of wetlands in or near the EWP site will be shown on plan maps or sketches attached to the DSR. During the alternative analysis and selection of the proposed action, the DSR team will consider the mitigation sequence of avoidance, minimization, and mitigation of wetland impacts. Unavoidable wetland losses will be mitigated according to NRCS policy and in consultation and agreement with the Corps of Engineers, the Utah Department of Environmental Quality (DEQ) and the Utah Department of Natural Resources-Water Resources.

7.1.2 Cultural Resources

At least one member of each DSR team will have completed the NRCS awareness training for cultural resources. A Cultural Resources Survey will be conducted on each site and recorded on the EE form (p.4 of DSR). The Utah Cultural Resources Coordinator (CRC) will be contacted if any potentially significant resources are identified. The CRC will contact the Utah State Historic Preservation Office for review, as appropriate. NRCS will follow national policy and the provisions of the state level agreement to comply with section 106 of the National Historic Preservation Act.

7.1.3 Bioengineering and Fluvial Geomorphology

Bioengineering will be promoted and utilized where appropriate. Bioengineering will not take the place of hard armor on stream banks where structural measures are necessary to provide protection. Principles of fluvial geomorphology will be applied in EWP planning, design and construction. Meanders of the streams will be maintained when possible. Low flow channels will be established and sized to match existing stable cross-sections upstream and downstream. Practices used will include root wads, rock vanes, J-hooks, toe armor with vegetative slide slopes, and other techniques listed in chapter 18 of the Engineering Field Handbook or as recommended by the expertise of the engineering staff.

7.1.4 Limited Resource Areas

There are limited resource areas in the state that do and will qualify for funding above the typical 75% cost share rate for EWP projects. These areas will be determined by the state economist on a case by case basis for each EWP sponsor. Cost share rates will be determined as per the limited resource analysis.

8.0 CONSTRUCTION CONTRACT PROCEDURES

The Natural Resources Conservation Service has several methods of contracting to implementing EWP projects. The Federal Contract following the procedures in the Federal Acquisition Regulations (FARS) is the preferred method of contracting. It is the preferred method because NRCS is most familiar with it and is the most expedient method available. Local contracting procedures can be used, however the local entity must have contracting procedures established and be able to complete the work within 220

calendar days from the receipt of NRCS Technical and Financial Assistance funds.

This is usually very difficult to do for local organizations. For possible known sponsors who may wish to use their own contracting procedures, it is wise to pre-qualify these sponsors prior to any natural disaster event. The local contact for the county should contact the Assistant State Conservationist (Programs) for direction in prequalifying sponsors.

8.1 Project Agreement Procedures

There are three types of project agreements that may be written. The only differences are who provides contracting services and how construction costs are paid for. The typical method is for NRCS to provide all contracting services through a Federal Contract and collect 25% from the sponsors for construction costs in cash. The second method involves the sponsor providing various levels of in-kind-services put toward up to 25% of the construction costs. The third method is for the sponsors to provide all services (local contracting) and NRCS to reimburse the sponsors for 75% of the construction costs.

8.2 In-Kind Contributions

The Project Agreement will offer certain opportunities for in-kind contributions. In general, in-kind contributions can include labor and equipment for any work that would normally be contracted for or something NRCS would be required to do in administration of the contracting process. In-kind labor is covered in 7 CFR 3016 and 3015. EWP measures are broken into two activities.

1. Installation Costs - The Federal Government pays 75% of the total cost and the Sponsor pays the remaining 25%.
 - mobilization/demobilization
 - materials
 - earth work
 - vegetation
2. Service Costs - The Federal Government pays 100 % of the cost for the following items:
 - surveys
 - design
 - inspection
 - contracting/contract administration

Based on the Project Agreement, the sponsors may elect to carry out “installation” and/or “service” work that can be used toward their share of the project cost. Under some circumstances, if their share exceeds the required cost share, they may be reimbursed by NRCS for the excess. Legal information associated with land rights, legal opinions, and administrative fees for administration of locally led contracting activities, do not qualify as in-kind contributions.

8.3 Training and Education

Utah will develop and implement a training plan to address the needs prior to, during, and after a natural disaster. An education plan must also be put together to address all the issues presented in this document on a local level. This is the responsibility of the EWP Program Manager. Appendix D will contain the training and education plan.

8.4 Final Reports and Follow-up

Within 60 days of the completion of the emergency work, the EWP program manager will submit a final report to NHQ (see Appendix F for an example). This report will follow the guidelines as stated in the National Emergency Watershed Protection Manual Part 503. This report may be distributed to other NRCS offices, State Technical Committee, congressional offices and interested partners. The project sponsors and appropriate agencies will be given the chance to comment on the effectiveness and delivery of the program. NRCS will conduct a follow-up tour for sponsors, environmental and permitting agencies and other interested parties. NRCS will accept comments and entertain any suggestion that will improve the delivery and effectiveness of the EWP program and expand the use of floodplain easements.

9.0 ROLE OF COOPERATING AGENCIES/ORGANIZATIONS

Several Federal, State, and local agencies, organizations, or entities play an important role in the Emergency Watershed Protection Program. Their technical expertise, assistance, and help are a major factor in providing assistance to the customers they serve when they are impacted by a natural disaster or catastrophic event. Primary and secondary agency/organization/entity contacts are listed in Appendix A, of this document.

9.1 Federal Agencies

9.1.1 Federal Emergency Management Administration (FEMA)

The Federal Emergency Management Agency 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. For "Presidential declared" disasters, FEMA coordinates the federal government activities and is the lead federal agency. The NRCS EWP Program Manager will coordinate NRCS recovery efforts with the appropriate FEMA official. However, FEMA will not coordinate NRCS work unless conflicts arise from adjacent sites. If FEMA transfers this responsibility to Federal Regional Council or other authorized agency response efforts, NRCS will be responsive to that council or organization. FEMA offers three financial assistance programs. The Individual Assistance Program provides money to people and businesses to help them get back on their feet. Examples are low interest loans, cash grants, housing assistance, and crisis counseling. The Public Assistance Program has grants available to assist state and local government agencies and certain private nonprofit organizations. The Hazard Mitigation Program assists with activities that reduce or eliminate losses from natural disasters. Example of mitigation include keeping homes away from the floodplains, engineering bridges to withstand earthquakes, and creating and enforcing effective building codes. This program is available to local and state government agencies, certain private nonprofit organizations, and tribes.

9.1.2 U.S. Army Corps of Engineers (USACOE):

The Regulatory Division within the Corps administers Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. Federal law (Section 404 of the Clean Water Act) prohibits the

discharge of dredged or fill material into waters of the United States which includes wetlands, without a Department of Army permit issued by the Corps of Engineers. Under Section.17 10 of the Rivers and Harbors Act, no work may commence in traditional navigable waters of the U.S. without a permit from the Corps. The Corps Nationwide 37 permit specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with “exigency” (now “urgent and compelling”) and “emergency” situations. When EWP recovery efforts require working in “waters of the U.S.,” the NRCS Environmental Specialist will coordinate all recovery work and any needed mitigation with the USACOE. The project sponsor will obtain all necessary permits prior to commencement of “Urgent and Compelling” and “Emergency” EWP actions.

9.1.3 U. S. Forest Service (USFS)

The USFS is eligible to receive EWP assistance and funding to remove watershed impairments that occur on land that is owned by the federal government and managed by the USDA FS. The USFS will sponsor all recovery work that meets eligibility requirements and is supported by a Damage Survey Report. The funding will be executed at the National Office Level.

9.1.4 U.S. Fish and Wildlife Service (USFWS)

The U.S. Fish and Wildlife Service’s mission is to work with others to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The U.S. Fish and Wildlife Service is also responsible for managing endangered and threatened species. They provide information on the location of various endangered species and ways to reduce the impact when working within or adjacent to their habitat. The NRCS State Biologist will coordinate all work with the USFWS to comply with the Endangered Species Act and other pertinent laws and Executive Orders.

9.1.5 Farm Services Agency (FSA)

FSA administers the Emergency Conservation Program (ECP), and other farm programs. The EWP Program Manager will coordinate NRCS recovery efforts with FSA. NRCS coordination will ensure that the EWP program recovery efforts, particularly on upland sites and in cropland, do not compete with or diminish the ECP program or any other programs administered by FSA.

9.1.6 Bureau of Land Management (BLM)

The BLM is responsible for managing 264 million acres of land and about 300 million additional acres of subsurface mineral resources. The BLM is also responsible for wildfire management and suppression on 388 million acres. BLM administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All BLM policies, procedures, and management actions must be consistent with FLPMA and the other laws that govern use of the public lands.

9.2 State Agencies

The NRCS Program Manager or appointee will be responsible for coordinating work with all state agencies with emergency services, natural resources, historic, environmental management, and conservation responsibilities.

9.2.1 *Utah Department of Natural Resources*

The Utah Department of Natural Resources is responsible for sustaining and improving the benefits derived from our water, soil, and rangeland; managing the State of Utah's land resources to produce revenues for the beneficiaries; protecting Utah's natural resources from wildfires through regulation and partnerships with federal, state, and local agencies; promoting conservation of oil and gas and preventing their waste through regulation of exploration and production; and managing and assisting in the management of several grant and loan programs, including the renewable resource, reclamation and development, treasure state endowment, and wastewater revolving fund programs. The department is also responsible for promoting the stewardship of Utah's water, soil, forest, and rangeland resources and for regulating forest practices.

9.2.2 *Utah Department of Transportation*

The Utah Department of Transportation is responsible for the construction and maintenance of the roads, bridges and tunnels in Utah. Many times after a major disaster, UDOT is a response agency protecting bridges and re-establishing roads and access. UDOT owns and maintains road rights-of-ways and generally limits works within those rights-of-ways. The Federal Highway Administration 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 the unusually heavy expenses of repairing serious damage resulting from natural disaster or catastrophic failure. The NRCS EWP program may not be used on roads that are eligible to receive this funding. NRCS coordinates with MDOT on sites upstream of roads and bridges that are off the MDOT right-of-way and on disposal locations.

9.2.3 *Utah Division of Emergency Services and Homeland Security (DESHS)*

Floods, tornadoes, earthquakes, severe storms, landslides, hazardous material spills, search and rescue. These are just a few examples of emergencies in Utah in which DESHS has played an active role.

DESHS coordinates emergency management efforts between federal, state and local governments. These emergency management efforts include preparedness, recovery, response and mitigation.

DESHS prepares individuals and communities for disasters through outreach and training programs. The division trains nearly 1,000 emergency responders annually in areas such as domestic preparedness, hazardous material, the Chemical Stockpile Emergency Preparedness Program, professional development and others.

Mitigation efforts lessen the potential impact of disasters on a community. Through programs such as Project Impact, DESHS works with local governments to protect the environment, public infrastructure, and community members from future disasters.

9.3 Local Agencies

9.3.1 County Government / Commissions

Each county government is dedicated to serving the people in their county. The District Conservationists should provide a detailed presentation on the EWP Program and establish such relationships with the county government so that details could be worked out in advance as to what assistance could be provided.

9.3.2 Utah Association of Conservation Districts (UACD)

Utah's SCD's provide assistance to land users and communities in planning and implementing conservation projects. Conservation projects are implemented to reduce erosion, improve soil and water quality, improve and conserve wetlands, enhance fish and wildlife habitat, improve air quality, improve pasture and range condition, reduce upstream flooding and improve forest land.

Appendix A

Primary and Secondary Agency/Organization/Entity Contacts

APPENDIX B – Emergency Action, Responsibility, and Time Table

Task		Responsible Person(s)	Time Frame (if applicable)	Reference Information ¹ (if available)
1	Notify EWP Program Manager of intent to perform windshield survey.	District Conservationist	ASAP	
2	Complete windshield survey of county.	District Conservationist	ASAP	NEWPH, p. 5, 601.20
3	Contact sponsors to determine willingness to participate in program.	District Conservationist	ASAP	
4	Contact sources of information for disaster sites (emergency mgmt., DPW, police, MDE).	District Conservationist	ASAP	
5	Contact emergency mgmt., National Guard, State Police for ways to navigate disaster areas.	District Conservationist	ASAP	
6	Submit electronic disaster report to NHQ.	EWP Program Manager, D. C.	Within 5 days of the event	NEWPM, p. 18, 501.01; Appendix F3
7	Determine existence of "urgent and compelling" situations that must be dealt with immediately.	EWP Program Manager, State Conservation Engineer DC and FC	All work must be complete 5 days from the time the site is accessible	NEWPM, p. 25, 501.08
8	Contact MEMA about possibility of Presidential declaration.	EWP Program Manager	ASAP	NEWPM, p. 8, 500.03c
9	Contact FEMA and MEMA to coordinate responsibilities and avoid redundancy in planning.	EWP Program Manager		
10	Assist sponsor with written request for assistance.	District Conservationist	Within 60 days of event	NEWPM, p. 27, 501.10; Appendix F1
11	Authorize DSR preparation.	State Conservationist		
12	Send receipt of request for assistance letter.	EWP Program Manager		Appendix F2
13	Put a news release about potential for EWP in local newspapers; develop a program information bulletin.	Public Affairs Specialist		
14	Coordinate staffing, equipment, and space needs in-house and with partners based on initial assessment. Select Field Coordinator.	EWP Program Manager, State Conservation Engineer, Partner Leaders	-----	NEWPH, p. 7, 601.31
15	Contact permitting agencies (MDE, ACE) to determine a method for project sponsors to obtain permits in a timely manner	District Conservationist		
16	Obtain information on endangered species, cultural resources, federally assisted roads, and stream classification in disaster area.	Biologist		
17	Request DART Assistance, if necessary	EWP Program Manager	-----	NEWPM, p. 28, 501.12
18	Assemble field survey teams to complete DSRs	Field Coordinator	Allow enough time to complete DSRs	NEWPH, p. 5, 601.21

Task		Responsible Person(s)	Time Frame (if applicable)	Reference Information ¹ (if available)
19	Provide training to field survey teams on EWP eligibility, DSR completion, etc.	Engineers, Biologist, Economist (or DART if necessary)	Allow enough time to complete DSRs	NEWPH, p. 5, 601.21
20	Perform survey of disaster sites using GPS and digital cameras. Fill out DSR on personal data assistants (PDA).	Multidisciplinary teams of engineers, biologists, economists, Contracting Officers, resource conservationists, etc.		Appendix F4
21	Assemble and review all DSRs completed; Choose eligible sites. Forward to State Office.	Field Coordinator	Allow enough time to complete DSRs	-----
22	Request NHQ for establishment of drawing account to fund EWP measures (must attach DSR Summary).	EWP Program Manager	Within 60 days of sponsor's written request for assistance	NEWPM, p. 27, 501.11; Appendix F5&6
23	Send letter(s) to sponsors about available funds.	EWP Program Manager		Appendix F7
24	Coordinate announcement(s) of available funds for EWP with local officials.	Public Affairs Specialist		
25	Complete project agreement(s).	Contracting Officer		Appendix F8,9 &10
26	Organize staff into design and implementation teams; Assign sites to each team.	Field Coordinator		
27	Develop plans, specifications, and cost estimates.	Field Coordinator		
28	Develop contract package(s).	Contracting Officer		
29	Advertise request(s) for bids.	Contracting Officer		
30	Conduct site showing(s).	COR, Inspector, Contracting Officer	Approx. 21 days after step 29	
31	Conduct bid opening(s).	Contracting Officer	30 days after step 29	
32	Award contract(s).	Contracting Officer		
33	Implement and complete construction contract(s).	Contracting Officer, Sponsor, COR		
34	All contracts awarded and scheduled to be completed within time frame.	Field Coordinator, Contracting Officer	Within 220 days of event	NEWPM, p. 34, 502.12
35	All construction completed; work terminated.	Field Coordinator, Contracting Officer	Within 365 days of commitment of funds into drawing account	NEWPM, p. 34, 502.12
36	Submit news release to local papers detailing work done.	Public Affairs Specialist		
37	Submit Final Report.	EWP Program Manager	60 days after completion of work	Appendix F11

¹ Reference to NEWPH, 2nd. Ed. Draft, Dec. 1997. References to NEWPM, 1st. Ed., Agency Review Draft # 10, Mar. 2000

Appendix C

Equipment Needs for EWP Work

The State Administrative Officer is responsible for maintaining an equipment and vehicle inventory and securing the vehicles and equipment as necessary to carry out the EWP program at the disaster site.

DSR Team

1. Cell phone/Tablets/Laptops/Cameras/GPS units – An inventory of the electronic tools in the state needs to be available and a person made responsible to have these units available at the disaster location.
2. Maps for the county –As necessary, the District Conservationists will secure a location where these maps can be accessed for each DSR team
3. Vehicle – Each team member should bring an available vehicle. An inventory of 4 wheel drive vehicles should be made available if 4 wheel drive vehicles are necessary. A person should be made responsible to secure the use of the 4-wheel drive vehicles as needed.
4. Surveying Equipment - Each vehicle should come equipped with available surveying equipment including rods, marking paint, surveying stakes, hammers, cloth or fiberglass tape, levels, transits, hand levels, and total stations if available. An overall inventory of engineering equipment is necessary for each county. This should include MDA and District equipment available.
5. Emergency team safety vests and hardhats
6. Rain gear and boots, flashlights and batteries as needed.
7. Six foot folding rule, flags, flagging ribbon, straight edge, map scale, clipboard, pens and pencils
8. USGS quadrangle map – if digital mapping is not available.
9. DSR Forms or electronic notebook
10. EWP Handbook

Office Equipment

1. Telephones
2. Copy Machines – high speed, collator, stapler, reduction/enlargement, 3 sizes of paper
3. Computer Equipment
 - Laptops, laser printers, plotter, cad software, word processing, internet, database
4. Answering machines with dedicated phone lines
5. Facsimile machine with a dedicated phone line
6. Calculators
7. File Cabinets
8. Postage meters and/or Government stamps
9. Clipboards
10. Emergency Number
11. Staplers (hand and heavy duty)
12. Extension Cords
13. In/Out baskets
14. Flip Charts, easels
15. Conference room with table and chairs
16. One desk or working area for each member on the EWP team

Supplies

1. Computer disks and/or CD's
2. Copy Paper
3. Engineering and Writing pads
4. File folders and 6-part folders
5. Post it notes
6. Pens, pencils, highlighters
7. Erasers
8. White out
9. Staples
10. Paper clips and binders
11. Tape
12. Envelopes, padded envelopes
13. Scissors
14. Drafting Supplies
15. Profile and cross section paper

Appendix D Training and Education Plan

This training plan includes the following elements:

1. A training schedule for all employees and partners.
2. A disaster area education and outreach plan to assist sponsors and local people in understanding the EWP Program.
3. A procedure that establishes job approval levels.
4. A list of employees with their skill and training levels in regard to Design, Contracting
5. Officer Representation, and Inspection (attached).

Training Schedule:

A joint NRCS Engineering/Resources/District Conservationist Meeting will take place biannually to train employees on the ERP procedures/ updates. The District Conservationists shall brief all NRCS and partner employees in their field offices of procedures within a month of the training. A log of the trainings and briefings is attached.

Disaster Area Education and Outreach Plan:

The communication team will provide brochures to the local community. A question and answer session will take place, as needed.

Job Approval Procedure:

The Utah Engineering Job Approval Chart (UT-ENG-14) will be used to evaluate an individual's skill level in inventory and evaluation, design, and construction of engineering practices.

Appendix E Guidelines for Urgent and Compelling Situations

Definition: “Urgent and Compelling” emergency conditions are those that exhibit an extremely high potential for loss of life and/or significant property damage unless immediate action is taken.

Authorization: The District Conservationists or Field Coordinator is authorized to carry out the needed remedial work to alleviate the “Urgent and Compelling” situation if:

- A DSR is completed,
- The EWP Program Manager or designated team member can, or has secured procurement authority;
- A determination has been made that cost-share funds are available from the sponsor(s),
- Necessary land rights have been obtained.

Post action notification of other agencies shall be made as quickly as possible after the fact. All work on “Urgent and Compelling” situation shall be completed within 5 days of discovery.

Conditions: Urgent and compelling situations can simply be a temporary correction until a more permanent solution can be designed and implemented. Under no circumstances shall this designation be used to circumvent the permitting process, although permits may be obtained after the fact.

Negotiated procurement procedures are permitted by persons with the appropriate authority.

Funding:

Availability of Funds	Cost < \$25,000	Cost > \$25,000
EWP funds available in state	<ul style="list-style-type: none"> • Proceed immediately 	<ul style="list-style-type: none"> • Proceed immediately
State does not have sufficient EWP funds available	<ul style="list-style-type: none"> • Proceed immediately • Funds guaranteed by WWD • Notify WWD when job is complete 	<ul style="list-style-type: none"> • Contact WWD for funding in excess of \$25,000 • Proceed when notified funds are available

**Appendix F
Forms and Documents**

<u>Form</u>	<u>Description</u>
F1	Typical Request Letter
F2	Typical Response Letter
F3	NRCS Letterhead
F4	DSR and Attachments
F5	County Codes (To be used with DSR form)
F6	Sample Force Agreement
F7	Sample Operations and Maintenance Plan
F8	Sample Agreement Provisions
F9	Real Property Acquisition

**Appendix F1
Typical Request Letter**

State Conservationist
Natural Resources Conservation Service
(Street)
(City, State, Zip Code)

Dear _____:

We request NRCS assistance to restore _____ on/of _____
caused by storms of _____.

(Describe location of disaster occurrence and scope of damage.)

This work is needed to safeguard lives and property from an imminent hazard of floodwater and erosion.

We understand, as sponsors of an emergency watershed protection project, our responsibilities will include acquiring landrights and permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to furnish the 25 percent local cost-share of the construction work.

We do not have sufficient funds or services available to repair this damage.

This application was approved by the _____ on _____.
(Sponsor) (Date)

We certify that we possess the legal authority to apply for federal assistance.

The name and address of the liaison person in our organization is as follows:

Please contact _____ for any additional information needed.

Sincerely,

NAME
Title
Sponsoring Organization

**Appendix F2
Typical Response Letter**



Natural Resources Conservation Service
339 Busch's Frontage Road, Suite 301
Annapolis, MD 21401

Phone: 410-757-0661
FAX: 410-757-0687
www.md.nrcs.usda.gov

Appendix F2

June 27, 2002

Mr. Clark Kent
President
County Commissioners Of Luther County
P.O. Box 1000
Smallville, Maryland 20900

RE: Luther County Tornado Damage, April 28, 2002

Dear Mr. Kent:

We have received your request for technical and financial assistance to correct watershed emergencies through the Emergency Watershed Protection Program. Presently we are preparing Damage Survey Reports (DSR's) in order to request funding for the April 28, 2002 event.

As soon as funds become available, we will proceed with corrective action for the damage your County has sustained.

Sincerely,

DAVID P. DOSS
State Conservationist

cc:

M. Rhodes, ASTC, USDA-NRCS, Annapolis, MD
A. Stahl, P.E., SCE, USDA-NRCS, Annapolis, MD
Mark Brodesser, Civil Engineer, USDA-NRCS, Smallville, MD

Appendix F3
NRCS LETTERHEAD
(FORMS FOLLOW)



Natural Resources Conservation Service
125 South State Street, Room 4402
Salt Lake City, UT 84138-1100
(801) 524-4550
FAX (801) 524-4403

INSTRUCTION FOR COMPLETING DAMAGE SURVEYS REPORTS (DSR's)

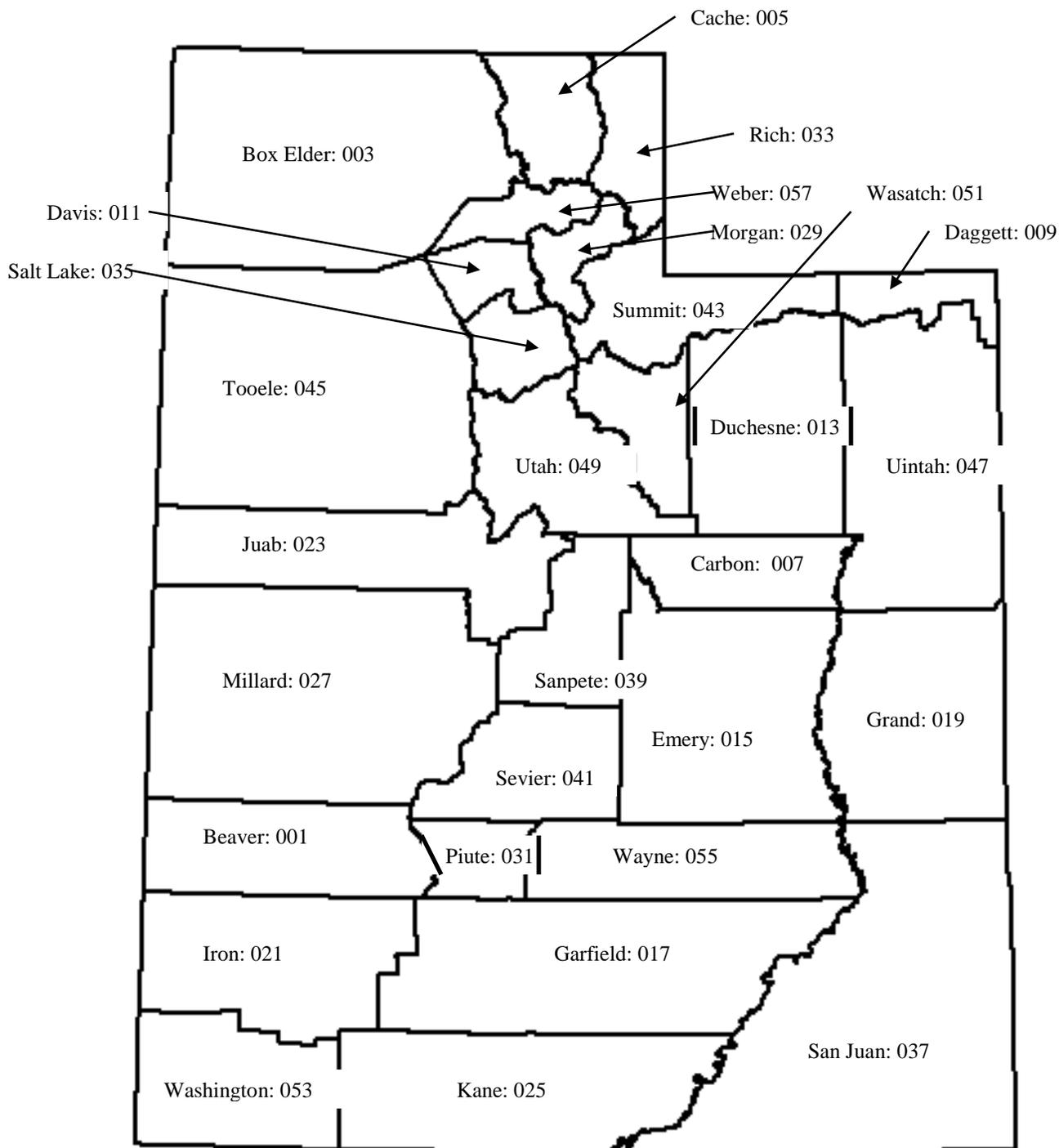
1. Complete all items at header except "requested \$_____." Include the congressional district number and Emergency Office (if applicable) (see Congressional district map).
2. Applicant/Sponsor: Can be landowner, producer, or sponsor. Enter the address during DSR initiation.
3. Project Name: Useful for project reference.
4. Location: Include township, range, and section, 7.5" topographic map name; and some general information such as 2 miles south of a town on a specific road.
5. Describe Damage: Briefly include event and damage as initially described by applicant.
6. Evaluation Factors: Complete as described at initial interview or initial investigation.
7. Cost of Emergency Work: This is a very rough estimate. It is not necessary to revise this. If the project is eligible or potentially eligible a more precise estimate will be entered on Attachment A, page 2.
8. Near Term Benefits: This could be provided by the applicant or can be calculated based on existing or projected loss of crop productivity. It is an early estimate subject to revision. Consider values of affected properties with and without repair.
9. EWP Treatment: Describe the treatment needed for restoration to conditions before the emergency event. "Quant:" use linear feet for levees, drainage ditches, and stream banks; use cu. yds. or linear feet of channel for logjams or stream sedimentation-erosion problems.
10. Sponsor Representative: This needs to be signed by an official representative of the sponsor(s)
11. NRCS Representative: This should be signed by the person who initially received the request (District Conservationist) and initiated the DSR. It should also include the signature of the person making the eligibility determination and/or investigation. If a different person makes this determination they should sign their remarks. At least one signature is required.

Note: If it can be determined from the initial information that the project is not eligible then page one is all that needs to be completed. Be sure that the "Remarks" section describes why this is ineligible. Describe "lack of maintenance" or calculate to show that the cost is "less than the amount set for each storm (usually \$2,500)." If only one landowner benefits from the project be sure that the NRCS person making that determination signs the "remarks" section.

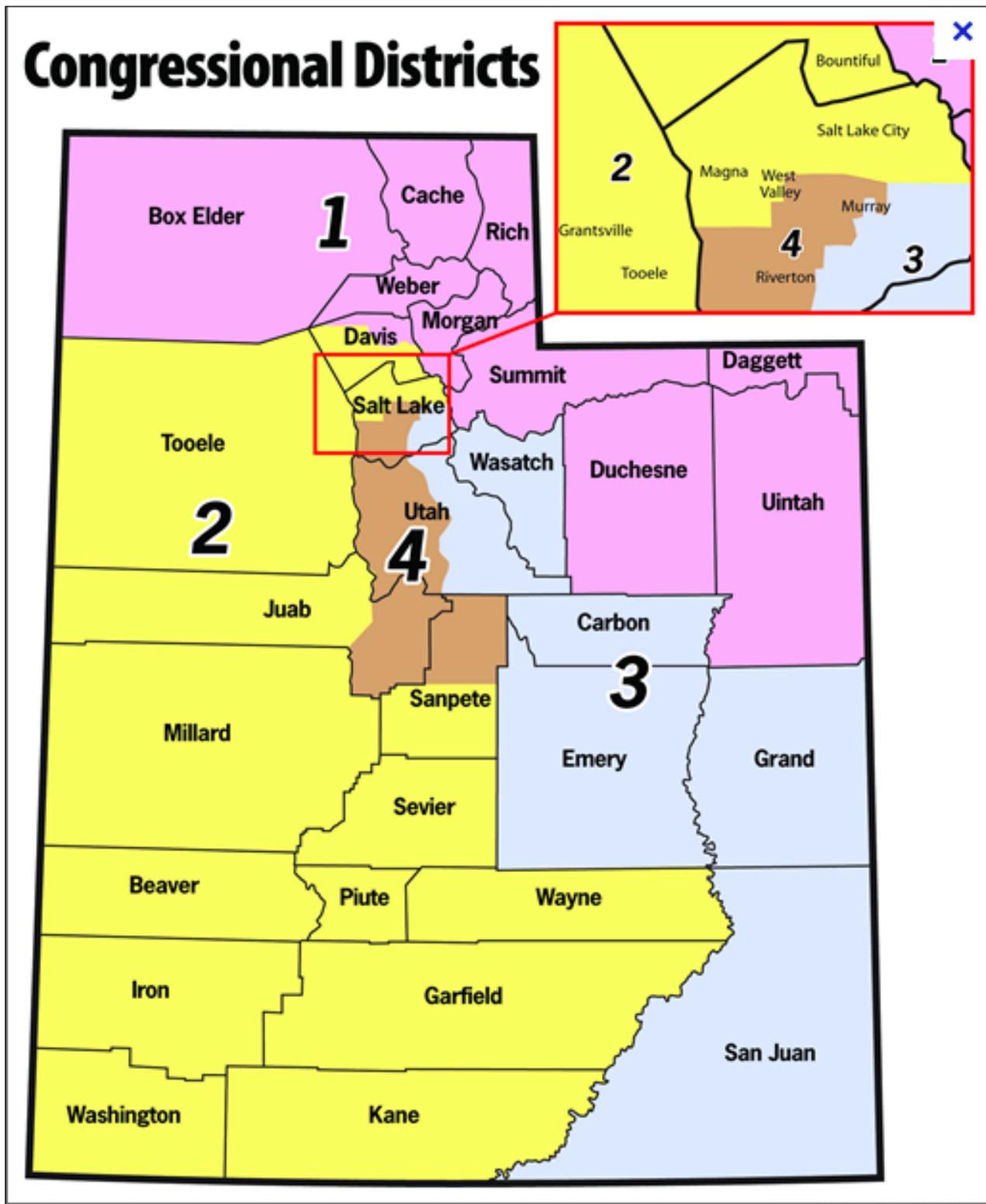
Note: If the project is eligible or potentially eligible then Attachments A, B, and C should be completed using details

Appendix F5

County Codes



UTAH



Appendix F6

Sample Force Agreement

(FORMS FOLLOW)

Appendix F7
Sample Operation and Maintenance Plan

(FORMS FOLLOW)

CONSTRUCTION

FORCE ACCOUNT

PLAN OF OPERATIONS

PROJECT: MOLLIE FIRE

COUNTY: UTAH COUNTY

PROJECT AGREEMENT NO _____

DSR No. UT-01-5030

1. SCOPE:

The work shall consist of installation of erosion control structures and vegetative restoration.

Work Item 1. Erosion control structures shall be installed in accordance with NRCS Construction Specifications 400, 401, and 402.

Work Item 2. Vegetative Cover shall be accomplish in accordance with NRCS Construction Specifications for Range Seeding (see Attachment C)

2. ADMINTRATIVE COSTS

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

3. MATERIAL

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

NOTE: See Cooperative Force Account Agreement for Procurement procedures.

The following materials at the estimated cost are required for this work.

<u>MATERIAL</u>	<u>SPEC</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
Wire Fence Structures	400				
a. 1 ft. 2.5 ft. Fence		2328	FT	\$ 4.15	\$ 9,661.20
b. 6 in.- 1 ft. Fence		4423	FT	\$ 1.43	\$ 6,324.89
Straw Bales	401	2272	FT	\$ 3.46	\$ 7,861.12
Jersey Barriers	402	2325	FT	\$ 25.19	\$ 58,566.75
Range Seeding	—	1077	AC	\$ 25.00	\$ 26,925.00
MATERIAL TOTAL COST					\$ 109,338.96

The cost listed above includes the cost to have material delivered to the site of the work.

4. EQUIPMENT

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

See Cooperative Force Account Agreement for Procurement procedures for the rental of equipment not own by the Sponsor or under current lease with the Sponsor.

Chargeable hours for equipment shall be recorded while the equipment is used at the site to accomplish the items of work outlined in the agreement and should not include idle or down time.

The Supervisor for the City and NRCS inspector will confirm chargeable hours on a daily basis

Estimated Equipment hours, hourly rate and associated project cost is:

<u>Equipment</u>	<u>Estimated Hours</u>	<u>Rate per Hour</u>	<u>Amount</u>
Backhoe	1,500	\$ 30	\$ 45,000.00

Power Post Driver	1,000	\$10	\$ 10,000.00
Pickup Truck	324	\$25	\$ 8,100.00
Airplane	1,077AC	\$7 per AC	\$ 7,539.00
ESTIMATED EQUIPMENT TOTAL COST			<u>\$ 70,639.00</u>

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

5. PERSONNEL

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

Hourly Rate=City Hourly wage rate times 1.33 1/

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

1/ Factor for city paid employees benefits.

NOTE: City paid employees benefits need to be determined when employees is earning overtime wages. These benefits generally do not increase at the same percent as provided with regular wages. One option that should be considered is that benefits remain at 1.33 times the regular wages during the earnings of overtime wages.

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

Personnel	Hourly Rate	Benefits	33%	Estimated Hours	Amount
Supervisor	\$ 25.00	+ \$8.25		848	\$ 28,196.00
Equipment Operator	\$ 25.00	+ \$8.25		282	\$ 9,376.50
Laborer	\$ 18.00	+ \$5.94		610	\$ 14,603.00
ESTIMATED PERSONNEL TOTAL COST					<u>\$ 52,175.50</u>

6. SUMMARY OF ESTIMATED PERSONNEL TOTAL COSTS

MATERIALS \$ 109,338.96

EQUIPMENT \$ 70,639.00
PERSONNEL \$ 52,175.50

ESTIMATED TOTAL COST **\$ 232,153.46**
VARIATIONS IN QUANTITIES 15% \$ 34,823.01
\$266,976.47

7. CONSTRUCTION SCHEDULE

The normal workweek shall consist of five (5) eight (8) hour days, Monday through Friday, 7:00 AM to 3:30 PM with ½ -hour lunch break at 11:30 AM.

<u>Work Item</u>	All Work Items Will be Completed Date
Wire Fence Structures	January 1, 2002
Straw Bales	
Jersey Barriers	
Range seeding	

All work under this Cooperative Force Account Agreement is estimated to involve ____ working days or _____ calendar days. Based on a normal weather conditions during this period of the year, it is estimated that one day in every _____ days may result in construction activities being halted. This would increase the performance time about _____ days. During this Construction period, _____ federal holidays will result in no work. Total calendar days of performance time is _____

Work will commence about _____ and be completed _____

CONSTRUCTION SAFETY

All work shall be performed in accordance with State of Utah OSHA Safety Standards". (The minimum health and safety requirements for construction shall be OSHA Safety Standards for Construction together with the supplement provided by NRCS.)

SPONSOR SANTAQUIN CITY

Submitted by: _____

Title: _____

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Concurred by: _____ Concurred
by: _____

Title: _____ Title:

Date: _____ Date:

Appendix F8
Sample Agreement Provisions
(FORMS FOLLOW)

ATTACHMENT A – SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions, which are hereby attached to this agreement.

I. Drug-Free Workplace.

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

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

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

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

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

Certification:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;

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

B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

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

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

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

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this agreement certifies as follows:

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

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the

subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

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

(1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes

more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

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

Appendix F9

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

(FORM FOLLOWS)

REAL PROPERTY ACQUISITION

U.S. Department of Agriculture SCS-ADS-78
Natural Resources Conservation Service 5-88

A. **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances (of what) 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 Project Measurement: _____

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 installations; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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

D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain,



and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process. This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

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

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.

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

By: _____ on _____

Title: _____ day of _____, 20 ____.

Date: _____ at _____

State of _____

Attest: _____

(Name)

(Title)

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

By: _____ on _____

Title: _____ day of _____, 20 ____.

Date: _____ at _____

State of _____

Attest: _____

(Name)

(Title)