



United States  
Department of  
Agriculture

Natural Resources  
Conservation  
Service

Auburn, AL

June 2009

## Emergency Watershed Protection (EWP) Program

# Sponsor's Guide



*Technical and financial  
assistance to  
communities*

*Safeguarding people  
and property following  
natural disasters*



USDA - NATURAL RESOURCES CONSERVATION SERVICE  
EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

**SPONSOR'S GUIDE**

**INDEX**

*(For quick reference, click on major heading)*

**INTRODUCTION**

**INFORMATIONAL FACT SHEETS**

Alabama's Emergency Watershed Protection Program

EWP Cooperative Agreements, Amendments, and Payments: (EWP Alternative Approach)

Using Your People and Equipment to Repair Damage

**ADMINISTRATIVE READINESS QUESTIONNAIRE**

**DAMAGE SURVEY REPORTS**

Example of Completed DSR Form

Instructions for Completing DSR Form

**FREQUENTLY ASKED QUESTIONS RELATED TO THE NRCS EWP PROGRAM**

**EXAMPLE REQUEST LETTER**

**PERMITS**

**DESIGN PROCESS**

**EWP CONSTRUCTION SPECIFICATIONS** (Opens new page)

**STABILIZATION GUIDELINES**

**GULLY**

**STREAM BANK**

**STREAM CHANNEL**

**COOPERATIVE AGREEMENT SAMPLES**

**Force Account Project Agreement Sample**

**Contracting Local Organization Agreement Sample**

**OPERATION AND MAINTENANCE PLAN**

**OPERATION AND MAINTENANCE PLAN EXAMPLE**

## INTRODUCTION

The USDA - Natural Resources Conservation Service (NRCS) provides technical and financial assistance to communities for restoring watersheds ravaged by natural disasters. Through the Emergency Watershed Protection (EWP) program, NRCS helps safeguard people and property following natural disasters such as floods, fires, wind storms, earthquakes, and drought. Measures eligible for assistance include repairing existing water control structures; removing debris and sediment from channels; and establishing vegetative cover, controlling gullies, and protecting stream banks. This assistance protects homes, businesses, and other properties from further damage of subsequent storms.

Local sponsors, which are entities of state government, may apply for assistance. NRCS provides financial assistance up to 75 percent of costs for installing eligible emergency treatments. Sponsors of EWP projects determine priorities for emergency assistance and coordinate work with other federal and local agencies. They are responsible for obtaining the necessary permits, providing 25 percent cost-share, and providing for the operation and maintenance of completed emergency measures. Sponsors may provide their share of construction costs in the form of cash or in-kind services, such as labor or equipment.

This booklet is intended to provide information that will answer many frequently asked questions and provide additional guidance to those involved in the EWP program.

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# ALABAMA'S Emergency Watershed Protection Program

(An Alternative Approach)

USDA Natural Resources Conservation Service

June 2009

Auburn, Alabama

Due to reduced staff and the large workload of the Emergency Watershed Protection (EWP) program, Alabama NRCS is unable to provide design and construction services for all EWP projects within the state in a timely manner.

In order to meet the needs of all NRCS customers, in most emergencies, NRCS will become a funding source that provides some technical and administrative support. This will allow Sponsors to complete their projects more quickly and have more control in design and construction.

EWP work can be accomplished two ways:

- (1) Force Account (FA) - The sponsor uses their own forces. FA work is limited to a total construction cost of \$150,000 per disaster event.
- (2) Contracting Local Organization (CLO) - The sponsor serves as a CLO. The EWP construction work is contracted out. There is no dollar limit. For CLO type EWP agreements, the sponsor can earn up to 7.5% of the construction cost for technical services such as, surveying, design, contract administration, and construction inspection.

## Plan features

- NRCS pays 75% of the approved construction cost.
- Sponsor completes engineering surveys, design, contract administration, and inspection.
- NRCS will be available for technical support and answering questions about the EWP process.

## Plan benefits

- Sponsor will control pace of contracting and construction process. However, contracts will be completed within time limits established in agreements.
- Sponsor will have more control over contracting, design, and construction.
- Construction costs will be reimbursed by NRCS, up to the maximum stated in the agreement.

## How will the plan work?

The following basic steps outline the new EWP process.

1. Sponsor submits a formal request to the NRCS state conservationist for EWP assistance.
2. NRCS and the Sponsor will complete Damage Survey Reports (DSRs) for sites damaged due to the disaster event.
3. NRCS will transmit DSRs to the sponsor for review. The Sponsor should identify the sites to be completed and return all DSRs to NRCS. Make sure to include a completion deadline and prioritization of projects selected.
4. NRCS will prepare a cooperative agreement for DSRs the Sponsor has selected. Sign and return the agreement along with landrights assurances to NRCS.
5. If approved, NRCS will return a signed cooperative agreement that will include the approved dollar amount.
6. Sponsors should arrange for engineering services and/or contract administrative services from their own qualified staff people or an outside source.

7. On complex sites, NRCS will ask for a pre-design meeting with the responsible engineer to discuss the overall approach to the project.
8. All repair plans (except debris removal) must be signed by a registered professional engineer before forwarding a copy to NRCS.
9. Once designs are complete, proceed with contracting work. Each Sponsor shall follow the contracting rules and regulations that apply under federal and Alabama law.
10. Provide NRCS a copy of the completed contract award document.
11. Administer construction and perform the required inspection. Provide NRCS a set of "As-Built" drawings.
12. NRCS will visually inspect the site when repairs are complete. If repairs are according to specifications, the NRCS liaison officer will certify form [SF-270, Request for Advance or Reimbursement](#), submitted by the Sponsor.
13. The National Finance Center will issue payment within 14 days after NRCS receives form SF-270 and supporting documents.

For more information, contact your local NRCS field office.

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# EWP COOPERATIVE AGREEMENTS, AMENDMENTS, AND PAYMENTS:

## Policies, Procedures, and Other Things You Should Know

USDA Natural Resources Conservation Service

June 2009

Auburn, Alabama

### **Use of Damage Survey Reports (DSR's)**

Information on DSRs will be used in EWP agreements. Because of this, DSR cost estimates will be verified by NRCS engineers prior to being used for EWP agreements.

### **Cooperative Agreements and Amendments**

Cooperative agreements will list DSRs for the sites the Sponsor selects for completion.

Construction on sites requiring immediate action (exigency sites) must be completed within 10 days from the time the site is accessible and when funding is approved. Other sites generally require completion by the date specified in the agreement and not longer than 220 days.

Once a Sponsor has entered into a cooperative agreement with NRCS, additional sites and dollars will be obligated to that Sponsor through amendments to the original cooperative agreement. Generally, there will be only one cooperative agreement executed with each Sponsor.

In general, amendments will not be needed to add dollars to individual sites covered within an agreement, as long as the total dollars available under the agreement are adequate to pay for sites being contracted. However, Sponsors should keep in mind that earlier sites could deplete funds in the agreement that will be needed for later sites covered in that same agreement. In that case, an amendment for additional dollars must be approved by NRCS before additional contracts are executed. Amendments will also be required if contract

modifications cause the cooperative agreement dollars to be exceeded.

Sponsors should keep NRCS informed if engineering estimates or contracted amounts exceed those described in the cooperative agreement and amendments. This will be helpful when discussing subsequent amendments for new sites or additional dollars and will also help NRCS expedite processing of reimbursement payments.

Similarly, contracts for sites not described in the Sponsor's cooperative agreement or subsequent amendments are the responsibility of the Sponsor, and expenses related to those sites will not be reimbursed by NRCS.

### **What Sponsors Will Need to Provide to NRCS**

The file maintained by the NRCS contracting officer for each cooperative agreement will include the following:

- A. Executed cooperative agreement and subsequent amendments.
- B. Copies of landright assurances with attorney's opinion, as necessary. (Examples can be provided upon request.)
- C. Copies of contracts and modifications as they are developed and executed by the Sponsor.
- D. Copies of engineering plans signed by a registered professional engineer as they are developed by the Sponsor. (For debris removal sites, a sketch and cost estimate signed by the Sponsor or their assignee will suffice.)

- E. Copies of the SF-270's and supporting documentation.
- F. Copies of correspondence related to engineering, contract administration, or construction for DSRs covered in the cooperative agreement.

### What Sponsors Should Keep on File

Since EWP Sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985), a file should be maintained on each EWP-funded contract for a period of three years after the project is completed. If the project is the object of litigation that begins before the end of the three-year period, records will need to be maintained until the end of the litigation or the three-year period, whichever is longer.

These files should include all items listed above. They should also include documentation of activities performed or hired related to survey, design, contract administration, and inspection (i.e., job diaries, payroll records, operation and maintenance records, etc.).

### Getting Reimbursed

Sponsors requesting reimbursement for EWP-approved repair costs should submit a completed form SF-270, and include documentation for any contract that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the sponsor and the NRCS liaison officer and a summary (labor, materials, equipment, contracts, etc.) of the final actual total construction cost.

Generally, only one [SF-270, Request for Advance or Reimbursement](#) should be submitted per project agreement. This is due to the relatively short performance time and the emergency conditions. Sponsor will be paid by electronic funds transfer (EFT) approximately 14 days after the request is approved by the state office.

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# USING YOUR PEOPLE AND EQUIPMENT TO REPAIR DAMAGE:

## Reimbursement Guidelines for Emergency Watershed Protection Program Sponsors

USDA Natural Resources Conservation Service

June 2009

Auburn, Alabama

The Emergency Watershed Protection (EWP) program has been used in hundreds of locations across Alabama to assist local communities repair damage from sudden watershed impairments.

One method of accomplishing repairs is for the sponsors to use their own personnel and equipment to perform EWP emergency repair work. In some cases equipment may be rented, with or without operators, to supplement their own work force. This arrangement is referred to as "Force Account" work and is limited to agreements of \$150,000 total construction cost (or less) unless approved in advance by NRCS national headquarters. The maximum Federal cost-share (75%) for Force Account work is \$112,500.00

This fact sheet will provide EWP project sponsors with information on the types of reimbursable expenses. It will also provide guidance on allowable expenses for reimbursement of labor, machinery, and material costs.

### General Guidelines

Repairs on sites completed on force account basis must:

1. meet all regular criteria for assistance under the EWP program,
2. be sponsored by a unit of state government,
3. be cost-effective,
4. be a result of a declared disaster event,
5. result in public benefits,

6. have been previously described on approved DSRs,

7. not begin before the execution of a cooperative agreement with NRCS.

Additional general guidance is provided on the fact sheets entitled "Alabama's Emergency Watershed Protection Program" and "EWP Cooperative Agreements, Amendments, and Payments." These fact sheets have some specific references to work being handled by contracts between local sponsors and construction contractors, but much of the information is also applicable to force account work.

### Reimbursable Items and Allowable Costs

Purchased materials may be reimbursed as part of EWP force account projects. These materials are those that are a direct part of the repair. It is anticipated that these materials will generally be limited to riprap, geotextile, and seeding and mulching. If grout, pipe, or other materials are required for the repair, it should be documented as part of a pre-design conference participated in by an NRCS representative.

Unit costs for these materials will be compared against those considered reasonable by NRCS and be based on previous EWP work. All requests for reimbursement of material costs must be supported by receipts or invoices that detail quantities and unit costs used for each site.

Labor and equipment costs for repair work will be reimbursed on the basis of actual costs as shown on an invoice that is certified by an authorized representative of the sponsor. These charges must be supported for audit

purposes by time sheets, job diaries, and receipts or invoices for any expenses associated with labor or equipment operation. Reimbursable labor costs may include both wages and benefits. Reimbursable equipment costs may include, but are not limited to, fuel, lubricants, transport, equipment rental, and minor incidental repairs that are directly attributable to work done at the EWP repair site.

### **Non-Reimbursable Items**

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection will NOT be reimbursable.

Questions related to the use of Force Account Agreements should be directed to the local NRCS field office.

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**USDA NATURAL RESOURCES CONSERVATION SERVICE  
EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM  
(EWP Alternative Approach)**

**ADMINISTRATIVE READINESS QUESTIONNAIRE**

The purpose of this questionnaire is to help determine if a sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to NRCS (address below) before an EWP cooperative agreement will be executed with a sponsor.

USDA/NRCS/State Office  
ATTN: Admin./Contracting Officer  
3381 Skyway Drive  
Auburn, AL 36830

Sponsor: \_\_\_\_\_  
(Name and Mailing Address)

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Name and Title of Person Completing Questionnaire:

\_\_\_\_\_  
Please Type or Print

\_\_\_\_\_  
Signature

1. Have you or your staff administered grants or loans from other federal programs in the past? \_\_\_\_\_  
If yes, please list the federal agencies involved: \_\_\_\_\_
2. Have you or your staff previously:  
\_\_\_\_\_ Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars,  
\_\_\_\_\_ Completed actions in compliance with a Free and Open competition clause in a contract funded totally or in part with federal dollars,  
\_\_\_\_\_ Prepared a contract solicitation package for a project that included federal assistance funds and was in accordance with the Code of Alabama, or  
\_\_\_\_\_ Incorporated and monitored actions related to federal environmental standards in contracts funded totally or in part with federal dollars.
3. Are you or your staff personally familiar with federal requirements related to:  
\_\_\_\_\_ Project fund financial management and audit requirements,  
\_\_\_\_\_ Real property acquisition or easements,  
\_\_\_\_\_ Bid letting procedures,  
\_\_\_\_\_ Equal Opportunity and Civil Rights, and  
\_\_\_\_\_ Contract administration.  
\_\_\_\_\_ Environmental regulations related to cultural resources, threatened and endangered species.
4. Does your organization have a financial management system in place that meets the requirements of 7 CFR 3016.20? \_\_\_\_\_
5. Does your organization have procurement standards in place that meet the requirements of 7 CFR 3016.36? \_\_\_\_\_

**If you answered "no" to more than two of the items listed above, please provide the following information on the organization that will be providing administration assistance to you:**

Name and Mailing Address of Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Does your organization have capabilities of accepting electronic funds transfer? \_\_\_\_\_

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## DAMAGE SURVEY REPORTS

Damage Survey Reports (DSRs) are forms used to document damage caused by a natural disaster, and repair methods and costs required to correct the problem. It is important to complete the forms as completely and accurately as possible since this is the document that is used to justify the expenditures of EWP funds. The costs and benefits listed are estimates. They should be reasonable and based on best professional judgment, but it is not expected that an excessive amount of time be expended completing the forms. Generally, DSRs can be completed on-site based on conditions that are observed with little or no surveys or other measurements. Instructions for completing a DSR and an example completed DSR form are included.

Listed below are some additional tips for completing DSRs:

- (1) DSR NO. - Generally a DSR should be completed for each major site that can be isolated. In many instances, however, it is appropriate to group several locations into one DSR. (EXAMPLE: An area with 3 sites very close together could be grouped into one DSR. On the Site Plan, individual locations could be shown as Site A, Site B, etc., and costs calculated for each location. The summary of the costs for the individual sites would then be shown on the DSR.)

DSR numbers may be a short abbreviation of the sponsor name, year, and Site No. (EXAMPLE: Friendly County, Site No. 1 would be written, FRND-09-001.) Do not reuse the numbers that were assigned to previous events because this could cause confusion in record keeping.

- (2) LOCATION MAP – Generally a copy of the county road map with the site pinpointed on the map is sufficient. The site location should be shown or described well enough that a person not familiar with the site could locate it on the ground.
- (3) SITE PLAN – Provide a simple sketch showing the damaged area and its proximity to threatened structures. It should also include a description or sketch of the proposed repair. The site plan should agree with and compliment the ENGINEER'S COST ESTIMATE.
- (4) PHOTOGRAPHS - Provide photographs of sites showing damage or potential damage.

**BLANK DSR FORMS ARE AVAILABLE FROM ON THE eFOTG OR NRCS FIELD OFFICES.**

## **National EWP Training Example for the Damage Survey Report (DSR)**

### **Background:**

The County Commissioners from Cole County have sent a letter of request for technical and financial assistance to the State Conservationist. The county will be the sponsor. They have stated in their letter that they will be responsible for the non-federal cost share, they will obtain the necessary easements and permits and they will do all necessary Operation and Maintenance. The county has exhausted their emergency financial reserves and their staff is busy working on other storm events in the county. They have also requested that they be allowed to use in-kind services as a credit towards their local cost share.

The storm event was a natural flood event that happened last week.

The storm has moved the existing stream approach toward the county road and bridge to the point that the road and bridge are in danger of failure. The stream has moved out of its original stream channel, far to the right. The county has stated that there is a large debris pile upstream of the county bridge. The new stream channel is moving closer to a private home that is in the 100-year floodplain. The county bridge is an 80-foot span bridge. The county feels that if there is another storm event, the bridge, county road, and home all will be impacted.

There is a power line that is also in danger of being washed out. The county commissioners have stated that there is most likely a cultural resource site on the left hand side of the stream, just upstream of the road and bridge. When they did an upgrade on the bridge several years ago, they remember there was a cultural site in this vicinity.

The county has stated that there are 500 homes that use this section of road. This is the only existing road into the area. The average daily traffic count over the bridge is 1,100 vehicles per day. If the bridge or road washed out, the vehicles would have to travel an extra ten miles each way per day, using a county detour. It would take the county at least 120 days to repair and/or install a new bridge section. It would take the county at least five days to install a detour.

The county has stated that the private home did not get a permit to build their home in 100-year floodplain. They do have flood insurance.

### **DSR Team:**

County Commissioners, County Emergency Management Manager, NRCS District Conservationist, NRCS Area Engineer, Conservation District Board Member.

### **DSR Data Gathering Facts:**

1. County road value is \$10,000. There is 75 percent damage potential to the road.
2. The bridge, if it goes out will take 120 days to repair.
3. Average daily traffic count is 1,100 cars per day.

## **Environmental Issues:**

### **Soil**

Stream bank erosion (30 Tons per Acre)  
Soil Mass Movement (50 Tons per Acre)  
Soil erosion from construction site (0 present- t/ac)  
Soil Compaction from heavy equipment (0 present- nm)

### **Water Quality**

Excessive suspended sediment turbidity (nm)  
Harmful temperatures of the surface water (nm)  
Harmful petroleum (0 present- nm)

### **Water Quantity**

Excessive seepage of stream bank (5 ac/yr)

### **Air**

N/A before and after EWP Construction  
Wetting of borrow and fill materials will be necessary during construction

### **Plants**

Plants not suited to site (nm)

- Trees undermined and falling into the stream.
- Vegetation is difficult to maintain.

### **Animals**

Fish and wildlife habitat fragmentation (nm)  
Sediment deposition, temperature, turbidity potential affect on the state listed mussel (nm)

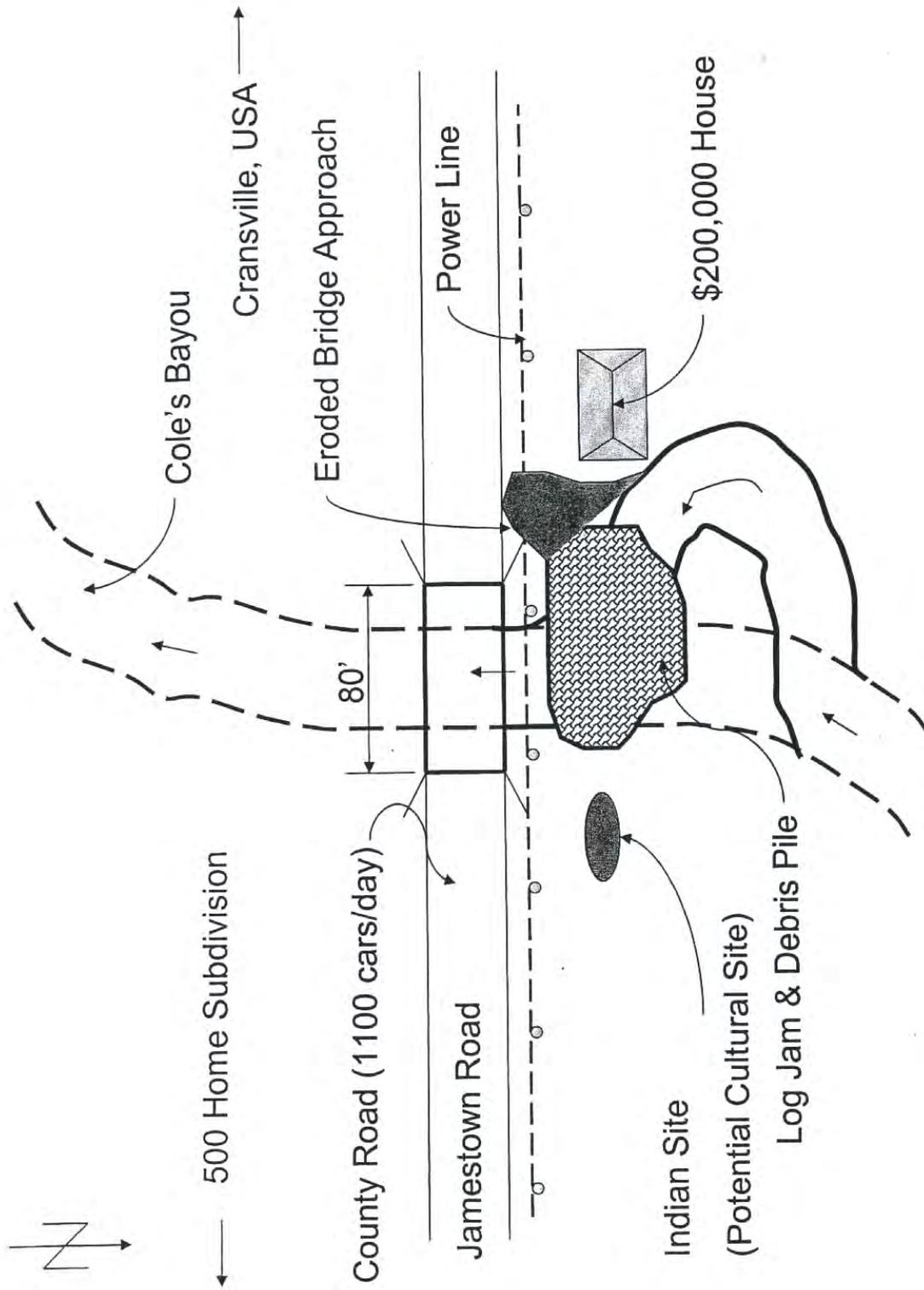
## **CWA-SWPPP**

### **OTHER**

1. There are no Federal T&E listed species. There is a listed state mussel species in this reach of the stream.
2. Existing cultural resources are out of the EWP work area.
3. There is a need for the U.S. Army Corps of Engineers, Section 404 Permit.
4. F&W Coordination. Need consultation with the USFWS.
5. Flood Plain Management. Action will improve the stream function
6. Migratory birds. Action will support nesting on site.
7. Riparian Area. Re-vegetation required for restoring riparian forest buffer.
8. There is a need for State Stream Permits.
9. The eroded stream bank is wet up to the top of the bank, because of the springs in the area.
10. The wet stream bank will support bio-engineering alternatives.

**Chosen Repair Costs:**

1. EWP construction time will take 15 days.
2. Debris removal is \$4.00 per yard. There are 1,000 cubic yards of debris. (Contracted Item)
3. Debris disposal is \$2.00 per yard. (Contracted item)
4. There will be a combination rock riprap toe protection and bio-engineering solution installed upstream of the bridge and 200 feet upstream of the private home. There will be a total of 500 cubic yards of rock riprap or 750 tons required. The cost of the rock riprap toe protection is \$70 per ton installed. (Contracted Item)
5. There will be an installation of willow plantings above the rock toe protection. There is a need for 1,000 willow plantings at \$4.00 each gathered by the county. The county will install the plantings for an additional \$6.00 per planting. (The bio-engineering construction will be in-kind services by the county.)
6. The eroded stream bank outside of the county right of way is 500 cubic yards. The fill material is required to shape the stream bank on a stable slope. The county will supply the fill materials at \$2.00 per yard and will install the compacted material for \$8.00 per yard. (This portion will be in-kind services by the county.)
7. Mobilization costs for the contractor are \$5,000.
8. Bonding costs for the contractor are \$4,000.
9. Mobilization costs for the county will be \$2,000.



## EXAMPLE - COMPLETED DSR

United States Department of Agriculture  
Natural Resources Conservation Service

OMB No. 0578-0030  
NRCS-PDM-20

### DAMAGE SURVEY REPORT (DSR) Emergency Watershed Protection Program - Recovery

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

**Section 1A**

Date of Report: July 7, 2005 Limited Resource Area: YES  NO   
 DSR Number: COL-05-001 Project Number: Leave Blank

Sponsor Name: Cole County Commission  
 Address: 100 Main Street  
 City/State/Zip: Anytown, CO. 33333  
 Telephone Number: 300-000-0000 Fax: 300-000-0000

**Section 1C Site Location Information**

County: Cole State: CO Congressional District: 1  
 Latitude: 32 Longitude: 50 Section: 26 Township: 2 Range: 9  
 UTM Coordinates: 17S04075612634049  
 Drainage Name: Cole's Bayou Reach: 1  
 Damage Description: Channel degradation and debris pile threatening infrastructures and utilities

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

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

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

Comments:

\* Statutory

\*\* Regulation

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

Reproduce Locally

1 of 14  
Approved 7/2005

## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Total installation cost identified in this DSR: Section 3: \$87,280

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

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

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

### PRIVACY ACT AND PUBLIC BURDEN STATEMENT

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

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

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

### USDA NONDISCRIMINATION STATEMENT

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2 of 14  
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## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Combo debris removal/riprap installation/willow	Leave "as-is"	
<b>2D Effects of Alternatives</b>				
<b>Soil</b>				
Bank Erosion	30 TN/Disaster Event	3TN/Diaster Event	Erosion continues and gets worse	
<b>Water</b>				
Water Quality / Turbidity	Increase	Decrease	increase, continues to worsen	
<b>Air</b>				
Quality	N/A	Construction emissions mitigated	N/A	
<b>Plant</b>				
Plant Condition - Tree and shrub species	invasive species	Establishment of native plants managed to prevent reestablishment	Undesirable and invasive plants	
<b>Animal</b>				
Improve Habitat - micro invertebrate, salamanders	Excessive sediment load	Reduce sediment load, increase shade and spawning areas	Sediment Impairment continues	
<b>Other</b>				

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3 of 14  
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**EXAMPLE - COMPLETED DSR (con't)**

DSR NO: COL-05-001

**Section 2E Special Environmental Concerns**

Resource Consideration	Existing Condition	Proposed Action	Alternative and Effects	
			No Action	Alternative
Clean Water Act Waters of the U.S.	Turbidity	Decrease Turbidity	Sediment and solid suspension continues	
Coastal Zone Management Areas	N/A	N/A	N/A	
Coral Reefs	N/A	N/A	N/A	
Cultural Resources	Eligible site on SW side of bridge	NE, construction E only	no effect	
Endangered and Threatened Species	Toe nail dam d/s No led (FOTG II)	N/A	N/A	
Environmental Justice	No low income min. or tribes in AE	N/A	N/A	
Essential Fish Habitat	No EFH present in AE (FOTG II)	N/A	N/A	
Fish and Wildlife Coordination	Stream modification - Consolation required	N/A	N/A	
Floodplain Management	AE includes 5 ac in 100 yr floodplain	N/A	N/A	
Invasive Species	Kudzo / Privet	Mechanical or chemical removal of undesirable species	infestation will continue and worsen	
Migratory Birds	N/A	N/A	N/A	
Natural Areas	N/A	N/A	N/A	
Prime and Unique Farmlands	Soil Erosion	Stabilize ditch bottom to protect from slope failure in which cropland would be affected.	Slope failure in which cropland would be lost washing into the road and /or gully.	
Riparian Areas	Sediment	Stabilize active washes to remove sediment entering riparian areas.	continue sedimentation will occur	
Scenic Beauty	N/A	N/A	N/A	
Wetlands	Sediment	Stabilize active washes to remove sediment entering wetlands	continue sedimentation will occur	
Wild and Scenic Rivers	N/A	N/A	N/A	

Completed By: Matthew Judy

Date: July 7, 2005

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4 of 14  
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## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 2F Economic

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

	Future Damages (\$)	Damage Factor (%)	Near Term (\$)
<b>Properties Protected (Private)</b>			
1 house near bridge	200,000	50	100,000
			0
			0
			0
			0
<b>Properties Protected (Public)</b>			
utility pole	2,000	75	1,500
bridge and county road by bridge	100,000	25	25,000
			0
			0
			0
			0
<b>Business Losses</b>			
			0
			0
			0
			0
			0
<b>Other</b>			
10 miles of detour 1100 cars/day X .405/mile	133,650	50	66,825
contents food lost w/power outage \$150/house X 500	75,000	100	75,000
			0
			0
			0
			0
<b>Total Near Term Damage Reduction \$</b>			<b>268,325</b>
<b>Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)</b>			<b>181,045</b>

Completed By: JC Grabemeyer Date: July 7, 2005

## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 2G Social Consideration

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

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?		X	
Is there the potential for loss of life due to damages from the watershed impairment?		X	No, however the lack of power could cause greater stress in individuals, resulting in high risk situation.
Has access to a hospital or medical facility been impaired by watershed impairment?	X		Due to additional driving distance, response time is greatly impacted.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	X		Emergency vehicles such as fire and ambulance do not have access for several days. 500 homes without power. Access road to town has been destroyed.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	X		Same as above.

Completed By: HJ Umfrey Date: July 7, 2005

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6 of 14  
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## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 2H Group Representation and Disability Information

**This section is completed only for the preferred alternative selected.**

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	2
Asian Male Hispanic	
Asian Male Non-Hispanic	2
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	22
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	25
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	5
White Female Hispanic	275
White Female Non-Hispanic	10
White Male Hispanic	250
White Male Non-Hispanic	587
<b>Total Group</b>	<b>1,178</b>

Census tract(s) \_\_\_\_\_  
 Completed By: Sponsor Date: July 7, 2005

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7 of 14  
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## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

**Section 21 Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:**

Easements, permissions, or permits:

Sponsor shall require all easements, permissions, and permits required for construction and maintenance

Mitigation Description:

Any mitigation shall be the responsibility of the sponsor

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

All agency and person consultations shall become responsibility of the sponsor.

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8 of 14  
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## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

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

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

**Remarks:**

Sever Erosion threatens to activate an inactive gully, and threatens road, guardrail, private cropland, and public utilities. Sedimentation threatens a private pond and wetland habitat. Public safety is a concern at this site.

## EXAMPLE - COMPLETED DSR (con't)

DSR NO: COL-05-001

### Section 5A Findings

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

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

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

Chapter 5.2.2.1.2

Chapter 5.2.2.4.3

Chapter 5.2.2.5.2

Chapter \_\_\_\_\_

Chapter \_\_\_\_\_

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

NRCS representative of the DSR team: \_\_\_\_\_

Title: Resource Engineer, USDA, NRCS Date: July 7, 2005

**Section 5B Comments:**

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

**Sponsor Representative:** \_\_\_\_\_

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

**Section 6 Attachments:**

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

## EXAMPLE - INSTRUCTIONS FOR COMPLETED DSR

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

	Explanation of Requested Item	Who Completes
<b>Section 1</b>	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
<b>1A</b>	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
<b>1B</b>	Enter Sponsor Name, Address, Telephone, Fax	
<b>1C</b>	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
<b>1D</b>	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
<b>1E</b>	Enter the proposed treatment and the cost of installation.	NRCS only.
<b>1F</b>	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
<b>Section 2</b>	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
<b>2A</b>	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
<b>2B</b>	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
<b>2C</b>	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative is the predicted future condition if no action is taken.	
<b>2D</b>	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

## EXAMPLE - INSTRUCTIONS FOR COMPLETED DSR

<b>2E</b>	<p>Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.</p>	
<b>2F</b>	<p>Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (\$) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</p>	
	<p>The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	
<b>2G</b>	<p>Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	
<b>2H</b>	<p>Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.</p>	Sponsor completes

## EXAMPLE - INSTRUCTIONS FOR COMPLETED DSR

<b>2I</b>	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	
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	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
<b>Section 3</b>	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
<b>Section 4</b>	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	<b>Explanation of Requested Item</b>	<b>Who Completes</b>
<b>Section 5</b>	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
<b>5A</b>	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
<b>5B</b>	Enter any additional Comments.	
<b>5C</b>	Sponsor(s) review and concurrence.	Sponsor(s) signature.
<b>Section 5</b>	Explanation of Requested Item This section is used to determine the Funding Priority	NRCS completes with

<b>Section 6</b>	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.
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## FREQUENTLY ASKED QUESTIONS RELATED TO THE NRCS EWP PROGRAM

- 1. Q What is a “sudden watershed impairment”?**  
**A** A sudden watershed impairment is caused by a natural disaster and is widespread over a watershed area. The damage renders the streams, creeks, and drainageways incapable of their normal function or threatens life or property.
- 2. How do we request EWP help and how soon do we need to ask for help after the disaster event?**  
**A** A sponsor can apply for EWP help at the local NRCS office. The formal request to the NRCS state conservationist should be as soon as possible after conditions permit access to the damaged areas, but no later than 10 days after the storm event for exigency sites and 60 days for non-exigency sites. (See Example Request Letter).
- 3. Q Can EWP funds be used on a non-Presidential-declared disaster?**  
**A** Yes. The NRCS state conservationist can declare a localized disaster.
- 4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?**  
**A** The Alabama and local EMA will coordinate state activities. FEMA generally provides Federal guidance.
- 5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?**  
**A** This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA’s TP40). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount.  
[http://www.nws.noaa.gov/oh/hdsc/PF\\_documents/TechnicalPaper\\_No40.pdf](http://www.nws.noaa.gov/oh/hdsc/PF_documents/TechnicalPaper_No40.pdf)
- 6. Q What can be used to satisfy the sponsor’s 25% cost-share requirement when the construction work is contracted out (CLO Agreement)?**  
**A** Either cash or “in-kind” services or a combination of the two. “In-kind” services include costs associated with materials, equipment, and labor.
- 7. Q What is an exigency site and how long does the sponsor have to fix such a site?**  
**A** An exigency situation exists if there is an immediate threat of damage to life or property - immediate action must be taken. After the sponsor is notified that funds are available, work on an exigency site must be completed within 10 days.

**8. Q How long does the sponsor have to fix non-exigency sites?**

**A** All sites should be *repaired* as soon as possible. However, work on non-exigency sites must be completed within 220 days after the EWP money has been made available to Alabama NRCS. On smaller projects, less than 220 days may be required.

**9. Q The sponsor has decided to perform the work associated with EWP (Force Account). What expenses will be reimbursed?**

**A** NRCS will reimburse 75% of the work-related construction expenses for materials incorporated into the site, and labor and equipment used to perform the *work*.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection are **NOT REIMBURSABLE**.

**10. Q What type of easements are required for EWP work?**

**A** For permanent, long-life measures that are off the sponsors R.O.W., permanent easements should be obtained. *Work* permits may be adequate for work consisting of shaping, vegetation, and minor rock structures. The sponsors are responsible for obtaining the easements or permits they deem necessary for accomplishing the work and for providing future maintenance. The sponsors must provide NRCS written assurance that the necessary easements and permits have been obtained, but they do not have to provide copies of the easements.

**11. Q Which sites must have a site-specific O&M Plan prepared?**

**A** Permanent, long-life measures such as gabion structures, large pipe drop structures, large grade stabilization *structures*, etc., require a formal O&M Plan and Agreement. O&M on these sites is required for at least 5 years.

**12. Q What kinds of damage are eligible for repair under the EWP program?**

- A** Typical examples that threaten life or property are:
- \* Head-cutting gullies.
  - \* Severely eroded stream banks and drainage ditches.
  - \* Landslides.
  - \* Wildfire damage.
  - \* Tornado and flood debris in streams.
  - \* Channel stabilization at culverts and bridges.
  - \* Recent sediment deposits in streams and drainage ditches.
  - \* Debris from wind or ice storms.

**13. Q What kinds of damage are not eligible for repair under the EWP program?**

- A** \*
- Damage* that would be expected from a “normal” storm event. This is considered routine operation and maintenance.
  - Damage that existed before the disaster event.
  - Washed-out road *fills*, road surfaces, bridges, culverts, utilities, and similar structures.
  - Erosion that only threatens farmland, woodland, or pastureland.
  - Damage to beaches, dunes, or shorelines.
  - Damage* to structures installed by other federal agencies, such as canals and drainage channels built by the Corps of Engineers.

- 14. Q Are landslides eligible for EWP assistance?**  
**A** If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance.  
EXAMPLE: A hillside adjacent to a roadway experiences a slope failure during a storm event. The *slide* has filled the road ditch and is about to move onto the roadway. Removal of the slide material and stabilization of the site would qualify for EWP assistance assuming economic and other criteria were met.
- 15. Q What is an example of a landslide that would not qualify?**  
**A** A slide that is wholly or primarily within the road fill is considered reconstruction of the transportation facility and would not be eligible for EWP assistance. Another example is a *roadside* cut that has a history of shallow slides that frequently deposit material in the road ditch. This is considered a pre-existing problem and repair would be considered normal O&M for the site.
- 16. Q Can a site be fixed that has been an operation and maintenance nightmare for years prior to the storm event?**  
**A** No. EWP funds are not to be used to fix pre-existing problems unless the damage due to the storm *event* is significantly greater than the pre-existing condition of the site. The watershed impairment has to have occurred in the event(s) associated with the request for assistance.
- 17. Q A gully is threatening a federal aid highway. Can the EWP program be used to stabilize the gully and protect the road?**  
**A** No. The federal aid highway is eligible for the Emergency Relief Program administered by the Federal *Highway* Administration of the Department of Transportation (DOT).
- 18. Q What if no federal highway funds are available for this storm event?**  
**A** It does not matter. If the site is “eligible” for the highway program, it is not eligible for EWP.
- 19. Q Can EWP funds be used to construct a new channel to provide the drainage necessary for protection from flooding that is creating a hazard to life and property?**  
**A** No. EWP *funds* cannot be used to construct a new channel, realign a channel, or do work that increases the predisaster capacity of a channel.
- 20. Q A large gully existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the gully headcut to move and threaten the road. Can EWP funds be used to stabilize the gully and protect the road?**  
**A** Yes.
- 21. Q A county road has been completely cut through by a gully during the storm event. Can EWP funds be used to rebuild the road?**  
**A** No. EWP funds cannot be used to repair or rebuild public facilities. If the event caused a grade stabilization problem downstream, EWP funds could be utilized to solve that situation.

- 22. Q An eligible site can be repaired with riprap. The design engineer wants to design for a permanent solution including concrete and pipe. Can this be allowed in the EWP program?**
- A** The riprap solution is all that can be paid for in the EWP program. Any additional costs associated with an alternative solution must be incurred by the sponsor.
- 23. Q A stream bank is eroding and threatening cropland. Can EWP funds be used to riprap the stream bank.**
- A** No. EWP *funds* cannot be used to protect cropland or pastureland. Other programs are available for this.
- 24. Q A farm pond is immediately upstream of a county road. The flood has caused the emergency bypass of the pond to erode severely. If the pond should fail, the road will be washed out. Can EWP funds be used to stabilize the emergency bypass of the pond?**
- A** Yes. In this case there is more than one beneficiary. The county or other appropriate body must agree to *sponsor* the repair. Normally repairs to farm structures are performed with other programs such as ECP. However, where there is a clear threat to public property, repairs can be made with EWP funds.
- 25. Q A site qualifies for assistance based on the type of damage; however, the economic benefits are significantly less than the cost of restoration. What are the alternatives?**
- A** In some cases the site would be eligible for assistance without economic justification. If there is a clear and significant hazard to life, or if the damage completely isolates residences or businesses from fire *and* emergency team access, the site may qualify.
- 26. Q Can a prior EWP funded site be eligible for financial assistance during a subsequent event?**
- A** Yes, but no more than twice in a 10-year period. The intent of the EWP program is to provide emergency repairs to restore sites to their pre-storm condition. It is expected that sponsors would make additional improvements as needed to insure long-term stability. Debris removal sites are not subject to the “twice in 10 years” restriction.”
- 27. Q A gully below a road is being repaired with an EWP contract. During construction it is discovered that the culvert invert is rusted out. Can the culvert be replaced with EWP funds?**
- A** No. Repair and replacement of transportation facilities (roads and bridges) is not eligible for EWP *assistance*. The sponsor may have the contractor replace the culvert while working on the site, but the total cost for replacement of the culvert will be the responsibility of the sponsor.
- 28. Q The county (or city) has already performed emergency repair work at a location prior to requesting assistance from the EWP program. Can this work that has already been performed be reimbursed through the EWP program?**
- A** No.

- 29. Q How “fancy” (neat and detailed) do construction drawings have to be?**  
**A** Drawings only need to be as detailed as is necessary to convey the information required to *construct* the work. The amount of detail should be commensurate with the complexity of the site. For force account work, simple pencil drawings may be adequate. Keep in mind that formal contracts generally require more details and should be more specific to avoid contract disputes.
- 30. Q Do all engineering plans developed by the sponsor need to have a P.E. seal?**  
**A** Yes, *except* for debris removal.
- 31. Q Do NRCS engineers have to review all plans developed by the sponsor’s engineer?**  
**A** No. However, NRCS engineers will review initial plans of engineers who have no history of EWP design. NRCS will also review plans of complex sites. Engineers who have designed EWP jobs will have only a spot check of their routine designs by the NRCS engineer. All NRCS review comments are to be incorporated into the plans. The responsible NRCS engineer will sign the plans as “Concurred By.”
- 32. Q What construction specifications are used for EWP work?**  
**A** The *sponsor’s* engineer may develop specifications, use ALDOT specifications, or use specifications provided by NRCS. NRCS [EWP construction specifications](#) are available in PDF (Portable Document Format) format on the eFOTG. Items of Work and Construction Details specific to the site must be added by the designer. The sponsor’s engineer is ultimately responsible for the specifications used.
- 33. Q EWP work involves removal of debris from a stream. Can equipment be used in the bottom of the streambed to do this work?**  
**A** Generally, no. All work must be performed in the most environmentally sensitive manner possible. When possible, debris removal from a stream should be performed with heavy equipment from the top of the streambank. Only disaster related debris can be removed.
- 34. Q Who performs the final inspections?**  
**A** The sponsor is responsible for inspections to insure that repairs are completed as designed. NRCS personnel will look at each site to confirm that the repair was made and that it is in keeping with the work that was planned for the site. NRCS will not do an item-by-item inspection. However, if any critical deficiencies are noted by NRCS personnel, they must be corrected before final payment is made.
- 35. Q Can some of the sites in a project agreement be paid before all the sites included in the agreement are complete?**  
**A** Yes. [SF-270, Request for Advance or Reimbursement](#) may be submitted for groups of completed sites.
- 36. Q What should be done if a cost-overrun occurs?**  
**A** As soon as it is apparent that repair costs will exceed the estimate, notify the NRCS district conservationist and request a modification to the project agreement. If the additional costs are justified, *normally* there will be no problem obtaining the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the original agreement.

- 37. Q If the sponsors are unable to complete the agreed-to-work within the allotted time, what should they do?**
- A** They should notify the NRCS district conservationist and request a time extension to the state conservationist at least 30 days prior to the agreement completion date. If they are working *diligently* to complete the work and delays have been outside the sponsor's control, an extension will generally be granted.
- 38. Q Once the work is completed and the sponsors have submitted a request for payment, how long will it be before they receive payment?**
- A** Payment *is* usually made within 10 to 14 working days.

## EXAMPLE - EWP REQUEST FOR ASSISTANCE LETTER

Title 390 - National Emergency Watershed Protection Program Manual

### 515.50 Sample Letter of EWP Recovery Measure Form

<<Enter the State Conservationist Name>> <<Enter Date>>  
Natural Resources Conservation Service  
<<Enter the Street Address for the NRCS State Office>>  
<<Enter City, State Zip+4>>

Dear <<STC Name>>:

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

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

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

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

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

Sincerely,

(390-V-NEWPPM, Amend. 3, November 2010)

1

## PERMITS

EWP work often involves construction in and along streams. The Federal Section 404 Clean Water Act requires a permit for any construction activity that involves the placement of dredged or fill materials in “Waters of the United States.” These waters include navigable waters and tributaries, interstate waters and tributaries, and any other waters including lakes, intermittent streams, and wetlands.

Generally in-stream EWP construction activities do not require an individual 404 Permit. The type and extent of work encountered on EWP projects is usually covered under one of the following Nationwide Permits:

NWP 13. BANK STABILIZATION - Applies to bank stabilization activities necessary for erosion prevention where:

- the bank stabilization activity is less than 500 feet in length.
- the activity will not exceed an average of one cubic yard of fill material, per running foot, placed along the bank below the plane of the ordinary high water mark.
- no material is placed in any special aquatic site, including wetlands.
- notification will be given to the Corps of Engineers (COE) when bank stabilization activities exceed 500 feet in length or fill exceeds an average of one cubic yard per running foot.

NWP 37. EMERGENCY WATERSHED PROTECTION AND REHABILITATION - Applies to work done by or funded by the Natural Resources Conservation Service qualifying as an “exigency” situation, under its Emergency Watershed Protection Program.

Sponsors are required to consult with COE and USFWS for any “in stream” projects.

## DESIGN PROCESS

### Three Categories

1. Complex Sites: Any site with stream channel stabilization, pipe, concrete, grouted riprap, or cost that exceeds \$50,000.00.
  - a. Pre-design conference with NRCS engineer.
  - b. Design review and concurrence by NRCS engineer.
  - c. Provide a final copy of plans and specifications to NRCS.
2. Intermediate Sites: Any site that either NRCS designates or sponsor requests a consultation.
  - a. Pre-design conference with NRCS engineer.
  - b. Provide a final copy of plans and specifications to NRCS.
3. Simple sites: All sites not in Category 1 or 2.

EXAMPLE: Debris removal, rock checks, rock ditch flumes, or riprap culvert outlet protection.

- a. Provide a final copy of plans and specifications to NRCS.

NOTE: NRCS engineers and technicians will be available by request to consult with sponsors and provide standard drawings and example plans and specifications which have been prepared for similar sites.

NOTE: Construction specifications consist of two parts: (1) the standard portion is called the "Parent Specification" and (2) the section that is normally modified to tailor the specification to a particular job is called the "Items of Work". If the user elects to modify the parent specification, they should remove "NRCS" from the footer of the specification and insert an identifier for the sponsoring organization or other appropriate identifier.

**EWP construction specifications are available on the eFOTG in Section I, F. EWP Construction Specifications.**

## **GULLY STABILIZATION GUIDELINES**

### 1. Design

- Ditches and waterways should be designed to be stable for velocities produced by the 10-year, 24-hour peak runoff.
- Cohesive soils with excellent vegetation can withstand velocities up to 5 ft/sec. Waterways or ditches with velocities in excess of 5 ft/sec need structural protection.
- Appropriate structures for waterways and ditches are riprap flumes, rock ditch checks, turf reinforcement Mats (TRMs), or armoring with gabion mattresses or other hard surfaces.
- Rock riprap should meet requirements of ALDOT Class 2 riprap.
- Allowable velocities for Class 2 rock are about 8 ft/sec.
- Rock should be underlain with geotextile or granular filters. Granular filter material is preferred for flumes on very steep slopes.
- Pipe structures may be used for head cutting gullies where it is impractical to shape and install flume structures. NRCS Technical Guides are available on sizing pipe drop structures.
- Provide bypass structures to convey flows exceeding the capacity of the pipe structure.
- Provide outlet structures to dissipate energy from pipe discharges. Rock riprap basins are generally used. Outlet basins may be designed using procedures in U.S. DOT Hydraulic Engineering Circular No. 14.

### 2. Layout

- Extend structures to stable outlets.
- Shape banks to 2:1 or flatter for rock riprap placement.
- Align overflow or bypass structures to minimize damage to the gully stabilization structures during flood events exceeding the design flow.

### 3. Construction

- Gradation of riprap is critical to providing the desired protection.
- Qualified inspectors should be assigned to each project.

## STREAM BANK STABILIZATION GUIDELINES

### 1. Design

- Calculate average velocity in channel from the runoff peak of a 10-year, 24-hour storm or bankfull flow, whichever is less. Use average velocity to determine type of protection required.
- Cohesive soils with excellent vegetation can withstand velocities of up to 5 ft/sec. Sites with velocities in excess of 5 ft/sec need structural protection.
- Provide protection to the height of the peak runoff from a 10-year, 24-hour storm event or  $\frac{1}{2}$  bank height, whichever is less.
- Rock riprap should meet requirements for ALDOT Class 2 or 3 riprap.
- Allowable velocity for Class 2 or 3 stone should be 10 ft/sec for channel having straight alignment and 7.5 ft/sec for channels having very crooked alignment.
- Grouted riprap shall have a maximum allowable velocity of 20 ft/sec.
- Gabion retaining walls and gabion mattresses should be designed in accordance with the manufacturer's recommendations.
- Any other manufactured products shall be used and designed as recommended by the manufacturer of the product.
- Adequate granular filters or geotextile filters need to be provided for mechanical protection.
- The use of vegetation and bio-engineering techniques should be used where possible to reduce the amount of hard structures in streams.

### 2. Layout

- Bank armoring structures should be keyed into the stream bottom and sides to prevent undercutting of the protective structures.
- Unprotected slopes should be sloped at 2:1 or flatter and seeded and mulched or otherwise protected from sheet and rill erosion, immediately after construction is completed.
- Slope bank to 2:1 or flatter for rock riprap bank protection.
- Slope bank to 1.5:1 or flatter for gabion mattresses.
- Hydraulic capacity of existing structures should not be reduced by structural protection.
- Channel changes are limited to restoring channel to pre-flood alignment.

### 3. Construction

- Gradation of riprap is critical to providing the desired protection.

Qualified inspectors should be assigned to each project. Continuous inspection is recommended for all practices except debris removal.

## STREAM CHANNEL STABILIZATION GUIDELINES

### 1. Hydraulic Design

- Determine the amount of grade control required for stability, based upon the amount of degradation occurring and/or estimate of desired channel slope. Give consideration to the effects of sediment deposition when reducing channel grades.
- Design the weir capacity of the structure for the bankfull capacity of the stream; design flow should be greater than the 10-year, 24-hour peak, but need not exceed the 100-year, 24-hour peak.
- Design armoring based upon velocities expected for the above design storm or the 25-year, 24 hour storm, whichever is less.

### 2. Structural Design

- Determine loads acting on structure; design structure for maximum shears and bending moments.
- Any manufactured products used in the structure should be used and designed as recommended by the manufacturer of the product.
- Provide for adequate energy dissipation downstream of the structure by means of nonerodible surfacing, energy dissipation blocks, plunge pool, or other methods. Consider velocities and depth of tailwater in determining appropriate protection.

### 3. Layout

- Where nonerodible surfacing is required, acceptable alternatives include precast concrete blocks, grouted riprap, and gabion baskets or mattresses.
- ALDOT Class 2 Riprap is recommended for grade stabilization structures.
- Granular bedding or geotextile is recommended beneath riprap, gabions, etc., to provide separation and prevent piping of fines from beneath the rock.
- Guidelines listed for Stream Bank Stabilization also apply to Stream Channel Stabilization.

### 4. Construction

- All disturbed areas should be seeded and mulched immediately after construction is completed.
- Continuous inspection by qualified inspectors should be provided.

## COOPERATIVE AGREEMENT SAMPLES

After the Sponsor has prioritized the DSRs, selected the sites to be repaired, and Alabama NRCS has been notified that EWP funds are available, NRCS will prepare a cooperative agreement for the Sponsor's signature. The cooperative agreement obligates funds for the repair and establishes the time period within which the work must be completed. After the Sponsor signs the cooperative agreement and returns the original to NRCS, the NRCS representative will sign and return a copy to the Sponsor.

There are two types of cooperative agreements - Force Account and Contracting Local Organization. The cooperative agreement allows the Sponsor to perform repair work on the site(s) in the following manner:

**Force Account** - Sponsors use their employees and can start work when they receive the agreement signed by NRCS.

**Contracting Local Organization** - Sponsors use private construction contractors.

An example of each type of cooperative agreement is attached. The site(s) covered by the cooperative agreement will be listed along with a brief description of the work and the estimated cost for repairing each site.

### **NOTES:**

- (1) Additional funds for the site(s) listed in the cooperative agreement can be obligated only by a signed modification to the original cooperative agreement.
- (2) Force account cooperative agreements in excess of \$150,000 (\$112,500 Federal Cost-Share) must be approved by National Headquarters, NRCS, and be supported by extensive documentation.
- (3) Construction completion requirements in the cooperative agreement will generally be less than 220 days because the 220 day time limit begins when Alabama NRCS is notified that EWP funds for certain events are available. Smaller projects may have even less days.

# FORCE ACCOUNT AGREEMENT SAMPLE

## SPONSOR'S WORK FORCE

AGREEMENT NO.: 69-4101-9-15  
STATE: ALABAMA  
COUNTY/CITY: Dale County  
EWP EVENT: 5080  
CFDA: 10.923

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

EMERGENCY WATERSHED PROTECTION PROGRAM

### PROJECT AGREEMENT FORCE ACCOUNT

THIS AGREEMENT is hereby entered into by and between The Dale County Commission, hereafter called the Sponsor, and the Natural Resources Conservation Service, United States Department of Agriculture, hereafter called NRCS.

WITNESSETH THAT:

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

WHEREAS, the Sponsor and NRCS agree to a plan which provides for restoration of certain works of improvement referenced in Section A of this agreement.

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

- A. IT IS AGREED that the following described work is to be constructed at an estimated Federal cost not to exceed \$106,000.00.

<u>DSR NUMBER</u>	<u>DESCRIPTION OF WORK</u>	<u>ESTIMATED FEDERAL COST</u>
DAL-08-008	Swale stabilization	\$ 53,000.00
DAL-08-009	Riprap flume, debris removal	\$ 8,000.00
DAL-08-013	Riprap flume, gully stabilization	\$ 45,000.00

**B. THE SPONSOR WILL:**

1. Construct the works of improvement described in Section A by force account and provide for their completion on or before the date specified in this agreement. All work must be completed by November 28, 2009. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a construction contract has not been awarded. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Requests for Quotations, etc.) bid abstract, and awarded contract.
2. Be responsible for employing competent personnel to carry out the work and maintaining all equipment in good and safe operating condition without cost to NRCS.
3. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS with this signed agreement.
4. Provide certification (Property Assurances – Attachment A) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.
5. Provide and/or cash contributions. The value of the in-kind cash contribution shall be 25 percent of the total *project cost* of constructing the emergency protection measures. The total project cost includes the cost for constructing the works of improvement plus other costs associated with completing the project (i.e. designs, surveys). The Sponsor may provide contributions that may be applied towards the sponsor's share of the actual project cost and include services such as labor, design, surveys, construction inspection, debris removal and supplies such as materials, office space, equipment, and telephone lines. A Sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, and reviewing documents and work progress) for carrying out their assigned responsibilities are not eligible as services.
6. Develop a Plan of Operation for all services planned for installing the works of improvement under this agreement. The Plan of Operation shall be submitted with this agreement to NRCS for review, approval and concurrence.
7. On complex sites hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
8. Prior to commencement of work, submit for NRCS review, the preliminary design, construction specifications, and drawings, in accordance with standard engineering principles and design parameters set forth in the pre-design conference and the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.

9. Upon receiving NRCS comments, prepare the final design, construction specifications, and drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference and the QAP. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and seal approved by the Sponsor's Professional Engineer prior to submittal to NRCS. The Sponsor's Professional Engineer shall be registered in the State of Alabama.
10. Provide construction inspection in accordance with the QAP.
11. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement.
12. Assume responsibility for operation and maintenance of the works of improvement installed. Operation and maintenance is required as follows:
  - a) For placement of riprap and stream debris removal measures (non-structural), Sponsor will not allow storm debris/materials to be re-deposited into improved areas for a period of one year after completion of installation of the works of improvement.
  - b) For measures other than placement of riprap and stream debris removal (structural measures), the Sponsor will submit for NRCS approval a written Operation and Maintenance plan prior to completion of construction. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement.
13. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Alabama and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
14. Accept all financial and other responsibility for excess costs resulting from the Sponsor's failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A of this agreement.
15. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract (s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any monies due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
16. Comply with the requirements of the provisions included in Attachment B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" and other required certifications as appropriate.
17. Arrange for and conduct final inspection of the works of improvement. The NRCS Liaison, the Sponsor Liaison and the Sponsor's design engineer shall participate in

- the final inspection. A Professional Engineer, provided by the Sponsor and registered in the State of Alabama, shall certify that the project was installed in accordance with contractual requirements.
18. Pay contractors as specified in their contracts. On completion of the agreement, submit a request for reimbursement to NRCS on a signed Form SF-270, Request for Advance or Reimbursement (Attachment C), accompanied by documentation to support the amount requested for reimbursement (summary of labor, materials, equipment expenses, etc.). One Request for Reimbursement will be submitted per agreement. Payment will be made by electronic funds transfer (EFT); accordingly, it is the Sponsor's responsibility to inform NRCS in writing, of any changes to banking information.
  19. Although a summary of the supporting documentation is submitted with the Request for Reimbursement (SF 270), the Sponsor shall maintain as a minimum, the following detailed data:
    - a) Invoices covering actual cost of materials and rental of any equipment used in performance of the work.
    - b) Records specifying the materials actually used for the work, and the disposition of excess materials.
    - c) Daily labor/time records for each employee showing the name of the employee, classification, wage rate, hours and days actually employed on the work.
    - d) Equipment operating records detailing the rate, hours and dates actually used on the work.
  20. Administer their actions under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7-CFR 3015.
  21. Retain all records dealing with the award and administration of contracts for three (3) years from the date of the Sponsor's submission of the final Request for Reimbursement or until audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts and transcripts.
  22. Provide 100 percent of the costs of works of improvement not eligible for federal cost share.
  23. Request for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of this agreement specified in Section B1. A request for a time extension must be supported by; (1) a statement documenting why the project was not completed on schedule, (2) justification for the need of an extension and a plan how the project will be successfully completed if extended, (3) a revised schedule (inclusive of dates) by work tasks through project completion. Written, signed requests should be

submitted to the Alabama EWP Project Manager, Perry Oakes, at USDA-NRCS Alabama State Office, 3381 Skyway drive, Auburn, AL 36830.

24. Complete all work required under this agreement, including, but not limited to, construction of works of improvement, final inspection, payment of all contractors, submission of as-builts and final quantities, etc.
25. Comply with the nondiscrimination provisions of the Equal Opportunity Clause and the Notice to Contracting Local organizations of the Requirement for Certifications of Non-Segregated Facilities clause, Form NRCS-ADS-818, Attachment D hereto.
26. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
27. In order to assess the Sponsor's capability to administer EWP funds, complete the Readiness Questionnaire (Attachment E) and return it with the signed agreement and Plan of Operations.
28. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

**C. NRCS WILL:**

1. Provide 75 percent of the total actual project cost for the works of improvement, not to exceed **\$106,000.00**.
2. Assist the Sponsor and Sponsor's engineer in establishing design parameters and design concurrence as set forth in paragraph B5, B6 and B7.
3. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
4. Audit the Sponsor's records prior to final payment under this agreement.
5. Upon satisfactory completion of the project and an acceptable SF-270 with supporting documentation, approve the Form SF-270, Request for Advance or Reimbursement, and make payment to the Sponsor covering NRCS share of the cost.
6. Upon notification of the completion of construction, NRCS shall review the performance of the Sponsor to determine if they have met the requirements of this agreement and fund expenditures as agreed.
7. Designate an individual to serve as liaison officer between the NRCS and the Sponsor. The NRCS engineer assigned to the project will serve in the position. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to review and concur in specifications and drawings for construction that include structural measures, assist in the final inspection of the contract, certify along with the Sponsor's Professional Engineer that all work has been completed according to the specifications and drawings, review the SF-270 and supporting documents, approve and sign the Certificate of Completion and submit the SF-270 and supporting documents to NRCS State Office for reimbursement to the Sponsor. The point of contact for other administrative issues is the District Conservationist.

**D. IT IS MUTUALLY AGREED:**

1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. This agreement shall be effective upon signature by NRCS.
3. The completion date is no later than November 28, 2009, which will also be specified in the cover letter.
4. That each party shall review and approve (or concur in) the construction plans as identified in Section B of this agreement.
5. That the in-kind cash contributions incurred by the Sponsor (paragraph B 5) will be equal to no less than 25 percent of the project cost.
6. If an Amendment is requested, the Amendment will not be considered as awarded until such time as the Sponsor received a copy of the Amendment signed by ALL parties.
7. Adjustments to and between individual Damage Survey Reports (DSR's) under the same Project Agreement are acceptable without an Amendment, in so far as the total estimated amount, set forth in paragraph A of this Agreement, is not exceeded.
8. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
9. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
10. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
11. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment maybe made and shall not obligate NRCS upon failure of the congress to appropriate funds.
12. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this Agreement. The NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
13. This Agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
14. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor, or any member of the Sponsor, with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS

employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

- 15. By signing this Agreement the recipient assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Federal Civil Rights Laws, rules, regulations and policies.

ATTACHMENTS

ATTACHMENT A	PROPERTY ASSURANCES
ATTACHMENT B	SPECIAL PROVISIONS
ATTACHMENT C	REQUEST FOR REIMBURSEMENT (SF-270)
ATTACHMENT D	SPECIAL PROVISIONS CONSTRUCTION
ATTACHMENT E	READINESS QUESTIONNAIRE
ATTACHMENT F	VENDOR FORM - ELECTRONIC FUNDS TRANSFER (EFT)

SAMPLE

AGREEMENT NO.: 69-4101-9-15  
STATE: ALABAMA  
COUNTY/CITY: Dale County

E. APPROVED:

DALE COUNTY COMMISSION:

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

Title: \_\_\_\_\_

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

This action is authorized at an official  
Meeting of the \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_  
2009, at \_\_\_\_\_  
State of Alabama.

SAMPLE

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

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

Title: STATE CONSERVATIONIST

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

## PLAN OF OPERATIONS

AGREEMENT NO. 69-4101-9-15

### Design:

Prepare a design using city personnel or capable private sector personnel at no cost to NRCS.

### Contract Administration:

Using city personnel, equipment and supplies to advertise, award and administer construction contracts at no cost to NRCS.

### Inspection:

City personnel or capable private sector personnel will be used for inspection at no cost to NRCS.

### Construction

**Dale County** is responsible for 25% of the labor, equipment, and material cost associated with the eligible measures for the construction of the EWP site.

## PROPOSED CONSTRUCTION BUDGET

NRCS contribution	(75%)	\$106,000.00
Sponsor's contribution	(25%)	\$35,333.33

**CONTRACTING LOCAL ORGANIZATION AGREEMENT SAMPLE**

**SPONSOR'S WORK FORCE**

AGREEMENT NO.: 69-4101-  
STATE: ALABAMA  
COUNTY/CITY:  
EWP EVENT:  
CFDA: 10.923

**AGREEMENT**  
**between the**

\_\_\_\_\_ and the  
UNITED STATES DEPARTMENT OF **AGRICULTURE**  
NATURAL RESOURCES CONSERVATION SERVICE  
EMERGENCY WATERSHED PROTECTION PROGRAM

**PROJECT AGREEMENT**

THIS AGREEMENT is hereby entered into by and between the \_\_\_\_\_, hereafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereafter called NRCS.

WITNESSETH THAT:

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

WHEREAS, the Sponsor and NRCS agree to a plan which provides for restoration of certain works of improvement referenced in Section A of this agreement

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

- A. IT IS AGREED that the following described work is to be constructed at an estimated cost not to exceed \$ \_\_\_\_\_.

DSR NUMBER      DESCRIPTION OF WORK      ESTIMATED FEDERAL COST

## B. THE SPONSOR WILL:

1. Contract for construction of the works of improvement described in Section A and provide for their completion on or before the date specified in this agreement. The completion date is [REDACTED]. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a construction contract has not been awarded. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations, etc.) bid abstract, and awarded contract to the local District Conservationist (DC), and the responsible engineer, [REDACTED]. Costs incurred prior to the Sponsor and NRCS signing this agreement are not eligible for reimbursement.
2. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS with this signed agreement.
3. Provide certification that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto (complete and sign Property Assurances – Attachment A). Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.
4. Provide in-kind services (material, non-reimbursable labor, equipment costs) and/or cash contributions in the amount of 25% of the total eligible construction costs in Section A. The Sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, and reviewing documents and work progress) for carrying out their assigned responsibilities are not eligible as in-kind services.
5. Be responsible for all technical services costs to complete surveys, designs, plans, specifications, construction inspection, contracting activities and administration. The sponsor may be reimbursed for these actual costs up to 7.5% of the construction costs.
6. On complex sites, or as requested by NRCS, hold a pre-design conference with NRCS, the Sponsor, and the Sponsor's design engineer. The design conference shall set forth design parameters as concurred by both the Sponsor and NRCS.
7. Prior to commencement of work and/or solicitation of bids, the Sponsor should submit the preliminary design, construction specifications and drawings to the responsible NRCS engineer. The documents should be in accordance with standard engineering principles and design parameters as set forth in the pre-design conference and the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures and record keeping requirements.
8. Upon receiving NRCS comments, prepare the final design, construction specifications, and drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference and the QAP. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review

- and concurrence ([by signature](#)) prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and seal approved by the Sponsor's Professional Engineer prior to submittal to NRCS. The Sponsor's Professional Engineer shall be registered in the State of Alabama.
9. Provide construction inspection in accordance with the QAP.
  10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans or any unresolved concerns as well as copies of all permits, licenses and other documents required by Federal, State and local statutes and ordinances prior to solicitation for installation of the works of improvement.
  11. Assume responsibility for operation and maintenance of the works of improvement installed. Operation and maintenance is required as follows:
    - a) For placement of riprap and stream debris removal measures (non-structural), Sponsor will not allow storm debris/materials to be re-deposited into improved areas for a period of one year after completion of installation of the works of improvement. [Riprap displacement will be repaired.](#)
    - b) For measures other than placement of riprap and stream debris removal (structural measures), the Sponsor will submit, for NRCS approval, a written Operation and Maintenance Plan prior to completion of construction. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement.
  12. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Alabama and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
  13. Accept all financial responsibility for excess costs resulting from the Sponsor's failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the work described in Section A of this agreement.
  14. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract (s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation and litigation that may result from the project, and bring suit to collect from the contractor any monies due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as the contributions.
  15. Comply with the requirements of the provisions included in Attachment B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" and other required certifications as appropriate.
  16. Pay contractors as specified in their contracts. On completion of the agreement, submit a Request For Reimbursement (Attachment C) within thirty (30) calendar days to the assigned NRCS engineer for certification. Requests for Reimbursement (SF-270) must be accompanied by adequate documentation to support the amount requested (summary of labor, materials, equipment, breakdown of [technical services](#) costs, etc.). One Request for Reimbursement will

- be submitted per agreement. Payment will be made by electronic funds transfer (EFT); accordingly, it is the Sponsor's responsibility to inform NRCS, in writing, thirty (30) days prior to any changes in banking information.
17. Arrange for and conduct final inspection of the works of improvement. The NRCS [responsible engineer](#), the Sponsor's liaison and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer, provided by the Sponsor and registered in the State of Alabama, shall certify that the project was installed in accordance with contractual requirements.
  18. Administer actions under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7-CFR 3015.
  19. Retain all records dealing with the award and administration of contracts for three (3) years from the date of the Sponsor's submission of the final Request for Reimbursement or until audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts and transcripts.
  20. Provide 100 percent of the costs of works of improvement not eligible for federal cost share.
  21. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing, on signed letterhead, no less than thirty (30) days prior to the expiration date of the agreement, specified in Section B1. A request for a time extension must be supported by (1) a statement documenting why the project was not completed on schedule, (2) justification for the need of an extension and why it would be in the best interest of the government; (3) a plan detailing how the project will be successfully completed if extended, (4) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Alabama EWP Project Manager, Perry Oakes, at USDA-NRCS Alabama State Office, 3381 Skyway drive, Auburn, AL 36830.
  22. Complete all work required under this agreement, including, but not limited to, construction of works of improvement, final inspection, payment of all contractors, submission of as-builts and final quantities, etc.
  23. Comply with the nondiscrimination provisions of the Equal Opportunity Clause and the Notice to Contracting Local organizations of the Requirement for Certifications of Non-Segregated Facilities clause, Form NRCS-ADS-818, Attachment D hereto.
  24. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
  25. Complete the Readiness Questionnaire (Attachment E) and return it with the signed agreement in order to assess the Sponsor's capability to administer EWP funds.
  26. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

### C. NRCS WILL:

1. Provide 75 percent of the total actual cost for constructing the works of improvement, not to exceed \$ [REDACTED].
2. Provide up to 7.5 percent of the construction costs for actual technical service costs to complete the survey, design, plans and specifications, construction inspection, contracting activities and administration.
3. Assist the Sponsor and Sponsor's engineer in establishing design parameters and design concurrence as set forth in paragraph B5, B6 and B7.
4. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
5. Upon satisfactory completion of the project and receipt of an acceptable Request for Reimbursement (SF-270) with supporting documentation, approve the Request for Reimbursement and make payment to the Sponsor covering NRCS share of the cost.
6. Upon notification of the completion of construction, NRCS shall review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
7. Designate an individual to serve as liaison officer between the NRCS and the Sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison will be to review and concur in specifications and drawings for construction that include structural measures, assist in the final inspection of the contract, certify along with the Sponsor's Professional Engineer that all work has been completed according to the specifications and drawings, review/audit the Request(s) For Reimbursement and supporting documents, sign the Certificate of Completion and submit the Request For Reimbursement and supporting documents to NRCS EWP Program Manager. The point of contact for other administrative issues is the District Conservationist.

### D. IT IS MUTUALLY AGREED:

1. This agreement will become effective on the date the last signature is affixed hereto. All work shall be completed by [REDACTED]. The agreement will expire this date, unless otherwise amended. Any change in the effective dates of this agreement must be by written amendment and signed by the parties prior to the expiration date. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a construction contract has not been awarded.
2. Each party shall review and approve the construction plans as identified in Section B of this agreement.
3. The in-kind contributions incurred by the Sponsor (paragraph B 4) will be equal to no less than 25 percent of the construction cost.
4. If an Amendment is requested, the Amendment will not be considered as awarded until such time as it has been signed by ALL parties.

5. Adjustments to and between individual Damage Survey Reports (DSR's) under the same Project Agreement are acceptable without an Amendment, in so far as the total estimated amount, set forth in paragraph A of this Agreement, is not exceeded.
6. Upon notification from the Sponsor that construction has been completed, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
7. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
8. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the congress to appropriate funds.
9. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination, the basis for the termination, and the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
10. This agreement may be temporarily suspended by NRCS if it determined that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
11. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor, or any member of the Sponsor, with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
12. By signing this Agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil laws, rules, regulations and policies.

#### ATTACHMENTS

ATTACHMENT A  
ATTACHMENT B  
ATTACHMENT C  
ATTACHMENT D  
ATTACHMENT E  
ATTACHMENT F

PROPERTY ASSURANCES  
SPECIAL PROVISIONS  
REQUEST FOR REIMBURSEMENT (SF-270)  
SPECIAL PROVISIONS CONSTRUCTION  
READINESS QUESTIONNAIRE  
VENDOR FORM- ELECTRONIC FUNDS TRANSFER  
(if changes are necessary or new sponsor)

**ESTIMATED BUDGET**

	<i>Based on Estimated Construction Cost</i>	<i>Sponsor</i>	<i>NRCS</i>
NRCS contribution	(75%)		\$ _____
Sponsor's contribution	(25%)	\$ _____	
	<i>Based on Estimated Construction Costs (not to exceed 7.5%)</i>		
NRCS Contribution For Technical Services (see B.5)			\$ _____
		SUBTOTAL	\$ _____
			\$ _____

**Total Estimated Project Cost \$ \_\_\_\_\_**

AGREEMENT NO. █

APPROVED:

SPONSOR:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

This action is authorized at an official meeting of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2009, at \_\_\_\_\_ State of Alabama.

\_\_\_\_\_  
(Signature)

SAMPLE

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

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

Title: STATE CONSERVATIONIST

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

## **OPERATION AND MAINTENANCE PLAN**

The sponsors are responsible for maintaining all measures installed under the EWP Program. Most measures such as rock flumes and checks, earth fill, and vegetation require only minimal maintenance. The maintenance requirements are obvious and no special documentation of the maintenance is needed. Measures that are considered permanent structures and those that require regular maintenance to insure that proper functioning must have a 5-year Operation and Maintenance (O&M) Plan. Examples of structures requiring an O&M Plan are pipe drop structures; gabion drop structures or retaining walls; important concrete structures; other measures that may be critical for public safety.

An O&M Plan may be prepared for a single site or a group of sites. The plan should state who is responsible for operation and maintenance activities (generally the sponsor). It should state the specific activities that must be performed to keep the measures in good condition and functioning properly. Usually an estimate of the annual cost of O&M activities is included. The O&M Plan should outline the timing and frequency of required inspections.

The O&M Plan should be prepared by the engineer who designs the EWP measure.

An example O&M Plan is included in this Guide.

## OPERATION AND MAINTENANCE PLAN EXAMPLE

OPERATION AND MAINTENANCE PLAN  
EMERGENCY WATERSHED PROTECTION  
SITE FRND-11  
FRIENDLY COUNTY, ALABAMA  
June 2009

### I. Operation

The Friendly County Commission (sponsors) will operate and maintain this measure in accordance with the terms of Section I of the Operation and Maintenance (O&M) Agreement for a period of at least 5 years.

### II. Maintenance

A. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

#### 1. Vegetation

- a. Reshape as necessary and either reseed or resod, and fertilize areas of poor stand, including those areas damaged by erosion, freezing, or drought.
- b. Fertilize vegetation as required to maintain a vigorous stand.
- c. Mow grass at regular intervals to maintain optimum cover.
- d. Spray or cut undesirable brush.

#### 2. Structures

- a. Remove and properly dispose of debris, which accumulates on the trash racks and pipe entrances.
- b. Maintain diversions. Reshape areas to eliminate depressions and rills caused by concentrated runoff.
- c. Repair pipe structures and add rock and reshape and repair rock basins, and rock flumes as needed to keep functional.

B. The estimated average annual cost of providing the necessary maintenance for this site is \$200.00. Funds to finance this cost will be provided by the Friendly County Commission.

- C. The sponsors will be responsible for and promptly perform or have performed maintenance determined by either the sponsors or the NRCS to be needed.
- D. The County Commission and NRCS will make a joint inspection of the structural measure for the first three years following installation of the structure. The site will be inspected by the sponsors thereafter and also after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the sites. Annual and special inspections will include but will not be limited to examination of the following items.
1. Excessive erosion and/or sedimentation.
  2. Conditions of planted vegetation and the deterioration of site conditions due to erosion and undesirable vegetation.
  3. Condition of inlets, outlets, riprap, and other related structures.
- E. A written report will be made of each inspection. If determined during the inspection that the items in D could affect the functioning of the site, corrective action and repairs will be made immediately in order to reduce the possibility of further damage and/or failure. A follow-up report will be provided when all corrective action has been accomplished.