

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

EMERGENCY WATERSHED PROTECTION PROGRAM

EMERGENCY RECOVERY PLAN

SOUTH DAKOTA

July 2013

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INTRODUCTION

The Emergency Watershed Protection (EWP) Program provides assistance to protect life and property in the event of a natural disaster. The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) administers the EWP Program and has been authorized to provide financial and technical assistance to local authorities when an emergency is declared. An emergency exists when there is the sudden impairment to a watershed that poses an imminent threat to life and property as a result of a natural disaster. The EWP Program helps project sponsors and individuals implement emergency recovery measures to relieve imminent hazards when a natural disaster is declared.

Each NRCS state conservationist (STC) is required to develop and maintain an EWP Emergency Recovery Plan (ERP) that contains procedures for the implementation of emergency recovery measures should a disaster occur. The ERP contains information to assist the NRCS, the emergency action team, and sponsors to efficiently and effectively implement EWP measures in the event of a natural disaster.

EWP Program

The NRCS and U.S. Forest Service (USFS) are responsible for administering the EWP Program. The USDA Secretary of Agriculture has delegated the administration of the EWP Program to the Chief of NRCS on state, Tribal, and private lands, and the Chief of the USFS on National Forest Systems lands, including any other lands that are administered under a formal agreement with the USFS.

The NRCS may provide technical and financial assistance to communities for restoring watersheds devastated by natural disasters. Typical disasters include, but are not limited to, floods, fires, windstorms, earthquakes, slides, tornadoes, and drought.

The NRCS administers the program through the following statutory authorities:

- Public Law 81-516, Flood Control Act of 1950, Section 216, 33 U.S.C. Section 701b, as amended.
- Public Law 95-334, Agricultural Credit Act of 1978, Section 403, 16 U.S.C. Section 2203, as amended.
- Public Law 104-127, Federal Agricultural Improvement and Reform Act of 1996, Section 382, Title III, of the 1996 Farm Bill.

The NRCS STC administers the EWP Program in their respective states and has sole authority to declare watershed emergencies with regard to the EWP Program. A Presidential disaster declaration is not necessary for the NRCS to implement the EWP Program.

All applicable federal, state, local, and Tribal laws and regulations must be adhered to in carrying out EWP measures.

Objective

The objective of the EWP Program is to provide assistance in implementing emergency recovery measures to address imminent hazards to life and property created by a natural disaster causing sudden impairment to a watershed. Watershed impairment exists when the ability of a watershed to carry out its natural function is reduced to the extent of creating an imminent threat to life or property. Sudden watershed impairment results from a single natural occurrence or a short-term combination of occurrences. Watershed impairments resulting from long-term combinations or a series of natural or other occurrences are not considered sudden watershed impairments.

The EWP Program assists local sponsors, landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by a natural disaster. The EWP Program technical and financial assistance may be made available upon the request of a qualified sponsor or landowner when a federal emergency is declared by the President, or when a local emergency is declared by the NRCS STC.

Personnel and Resources

The EWP Program provides local sponsors with technical and financial assistance in the implementation of emergency recovery measures. The EWP is an emergency assistance program and, as such, will be given the highest work effort priority. The NRCS personnel and resources assigned to the EWP recovery effort will be under the control and direction of the EWP program manager. The EWP program manager or designated representative will assign all duties. Personnel assigned to EWP duty will work full-time in the EWP recovery effort until relieved. The designated Emergency Operation Center (EOC) staff, in support of the recovery effort, will allocate resources as required.

Program Criteria

The EWP Program is available to a local area whenever a natural disaster occurs creating a sudden watershed impairment that causes an imminent threat to life and/or property. Normal rainfall events do not meet these criteria.

The NRCS may be involved in two different types of emergencies:

- Presidential Declared Disaster
- Local Disasters

Through Public Law 93-288 the President of the United States can declare an area a “major disaster area.” When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all the disaster activities. The EWP assistance may be provided if the NRCS STC determines the program is applicable.

In the absence of a Presidential declared event and when local conditions warrant, the NRCS STC may declare a “local” emergency and provide assistance to requesting sponsors under the EWP Program. The FEMA may not necessarily be involved in local disasters, creating a greater coordination role for the NRCS when emergency activities occur at the local level.

Types of Emergencies

There are two categories of emergencies within the EWP program, “**Exigency**” and “**Emergencies.**”

Exigency: The NRCS definition of “**Exigency**” is a situation where **immediate** response is required to protect against an imminent threat to life and/or property. The term “property” pertains to significant infrastructure (i.e., dwellings, office buildings, utilities, bridges, and roads). An “Urgent and Compelling” situation continues to exist as long as the probability of damage continues at such a high level. The NRCS has five days to complete the work once there is access to the site. All others will be called emergencies and need to be completed within one year of the event.

Emergencies: A “watershed emergency” exists when a natural occurrence causes a sudden impairment of a watershed that creates an imminent threat to life or property and must significantly exceed that which existed prior to the impairment. An emergency situation continues to exist as long as the probability of damage remains high enough to be considered an emergency.

See the flow charts in Appendix G for additional information.

Typical Recovery Measures

To be eligible for EWP assistance, a measure must reduce threats to life or property, retard runoff to prevent flooding and/or soil erosion, restore hydraulic capacity, or remove debris deposited by the disaster that might pose a health or safety hazard.

Measures must be defensible: economically, socially, environmentally, technically, and yield beneficial effects to more than one individual (except in an urgent and compelling situation where single beneficiaries are permitted). Measures are limited to what is necessary to reduce identified threats to a level not to exceed that which existed prior to the watershed impairment. All measures must conform to rules and regulations published by the NRCS for complying with Executive Orders 11990 (Protection of Wetlands) and 11988 (Flood Plain Management).

Some of the more common measures are, but not limited to, the following:

- Critical area treatment
- Debris and sediment removal
- Erosion control

- Floodplain easements
- Streambank stabilization

EWP Sponsors

To implement the EWP Program, the NRCS needs to work through a local sponsor. A project sponsor must represent interested persons, other than federal agencies. A sponsor must be:

- A legal subdivision of a state government or a state itself, a local unit of government, or other governmental entity, such as a conservation district (CD), city, or Indian Tribe;
- Have legal authority and agree to use such authority to obtain needed real property rights, water rights, and permits; and
- Agree to provide for the operation and maintenance (O&M) of completed emergency measures.

The only exception is the acquisition of floodplain easements, in which case, an individual landowner may request assistance. Some of the more common eligible EWP project sponsors are state agencies, Indian Tribes, county commissions, water resource districts, CDs, and township boards.

Sponsor Responsibilities

- Submit an initial written request to the STC requesting NRCS assistance with appropriate documentation within 60 days after the event. **(Exhibit 1)**
- Accepting requests for assistance from landowners.
- Obtaining the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc.
- Obtaining a signed form NRCS-ADA-78, Assurances Relating to Real Property Acquisition, and a signed attorney's opinion, as appropriate.
- Acquire all required federal, state, Tribal, and local permits prior to construction.
- Ensure utilities are located (South Dakota (SD) One-Call), arranging for any necessary relocation of utilities, and obtaining any necessary easements before construction begins.
- Enter into a written agreement with the NRCS outlining responsibilities and obligations. **(Exhibit 2)**
- Executing an O&M agreement and ensuring compliance with the O&M plan as necessary. **The O&M may not be delegated to the private landowner.**
- Provide the required local share of installation costs (cash and/or approved in-kind).
- Helping to establish priorities for work.
- Publicizing the availability of the EWP Program.
- Participating on a Damage Survey Report (DSR) team as needed.
- Accepting the completed work for projects installed using locally awarded contraction procedures as appropriate.
- Conducting outreach to underserved populations.

EWP Funding Eligibility

To be eligible for EWP funds, the project sponsor must be able to answer “YES” to all of the following questions:

- Has there been an unusual event that has caused a sudden impairment in the watershed?
- Has the impairment caused an imminent threat to life and/or property?
- Will the imminent threat to life and/or property be removed with the action?
- Is the project free of environmental blocks and defensible?
- Is the eligible sponsor willing to contribute up to 25 percent of the costs toward the project, obtain permits, assume the O&M, and acquire the necessary easements? (Note: a sponsor is not needed to participate in the floodplain easement program.)

Ineligible Activities

The EWP funds cannot be used for the following:

- Provide recovery assistance to a site more than twice in any 10-year period. The purchase of floodplain easements, where applicable, is the only EWP Program option remaining if damage occurs a third time in a 10-year period following the original recovery work.
- Perform O&M, or solve watershed problems that existed before the disaster.
- Repair, rebuild, or maintain public or private transportation facilities, or correct damage to transportation facilities eligible for assistance under the Emergency Relief Program administered by the Federal Highway Administration of the Department of Transportation.
- Perform work on land and works of improvements owned by and/or managed by other federal departments and agencies. The only exception is national forestlands and national grazinglands.
- Work on levee projects on streams with a drainage area greater than 400 square miles unless there is a prior agreement established with the U.S. Army Corps of Engineers (USACE).
- Increase pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. Sediment and debris removal is not considered new construction.
- Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- Landscape for aesthetic purposes.
- Remove sediment or debris from reservoirs or debris basins. This is considered O&M, regardless of ownership.
- Rebuilding or protecting when there is not anything left to protect.
- Drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment to address drought.

Cost-Share

Federal funds can provide up to 75 percent of the construction costs of emergency measures.

There are certain communities in the state that have depressed economies that the NRCS refers to as a “limited resource area (LRA).” The LRA is determined on the basis of a geographic area, not by individual landowner limited resource certification. To assist these communities in coping with disaster events, the federal government will pay 90 percent of the costs needed to complete the project. To be considered a LRA, all three of the following criteria must be met:

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

Contracting Procedures

The NRCS has five methods of contracting for implementing EWP projects. They are federal contract, Contracting Local Organization (CLO) contract, locally-led contract, force account, and performance of work.

In a federal contract, NRCS performs and administers the contract. There are three levels of federal contracts:

- Project Costs Under \$100,000 – The simplified acquisition procedures can be used if the project cost is under \$100,000.
- For projects under \$25,000 the NRCS can use oral price quotations. For projects between \$25,000 and \$100,000, written quotes are required. Normally, the Request for Quotation (SF-18) is used for requesting quotes and the notice of solicitation needs to be published in the Fed Biz Opps. Also, contracts over \$2,000 require compliance with Davis Bacon Wage Rates.
- Project Costs Over \$100,000 – The formal solicitation method is used if over \$100,000. The project is advertised for 30 days and requires sealed bids. It may take another 15 to 25 days before the contractor can actually start work.

The NRCS is required to support procurement preference programs that provide greater opportunities for minority contractors.

The CLO contracting method allows the local sponsors to do the contracting and administration. The sponsors must follow the applicable Office of Management and Budget (OMB) Circulars and Code of Federal Regulations (CFR) related to grants and cooperative agreements. Some examples of what these regulations require are: (1) follow state and local laws and regulations; (2) have a contract administrative system; (3) have a written code of standards and conduct; (4) have financial and records management systems in place; and (5) include special provisions such as equal opportunity, Certification of Non-segregated Facilities, etc., in their invitation for bid. The sponsor does not receive in-kind contributions for doing the contracting and contract administration with this method.

The locally-led contract is when the sponsor does all the contracting work (as with the CLO method, sponsors must adhere to the same regulations). In-kind credit may be given to sponsors when they do “service” type

activities. Agreement is reached on type of workers needed to complete the work, their salaries, and length of time to complete the projects (similar to the plan of operations for force account work).

With the force account, the sponsors complete the project with their own equipment and forces. This requires an approved plan of operations and the total cost needs to be less than \$150,000. The sponsor keeps detailed records of their work activities. The NRCS pays 75 percent of the cost. The sponsor can also receive credit and/or payment for approved in-kind contributions for “service” activities.

Performance of work is used when the sponsor may not have the funds for their share of the installation work, or have the accounting system in place to keep detailed records required by force account, but have some forces and/or donated forces, etc., to carry out the work. This process also requires an approved plan of operations but there is an agreed to price determined prior to the start of the work. No record keeping is required since everything is agreed to up front.

In-Kind Contributions

Cost-share for EWP Program measures is divided into two activities for cost-share:

- Construction services and
- Technical services

Construction services are those items related to actual physical repair of the damaged site and include such items as mobilization/demobilization, materials, earth work, and vegetation. The federal share is 75 percent and the sponsor share is 25 percent or 90 percent federal and 10 percent sponsor if the community is determined and approved as a limited resource area.

Depending on the contracting method used by the sponsors, the sponsors may elect to perform some of the construction services with their own labor, materials, and equipment. In general, this “in-kind” construction work may be used toward their share of the project construction services cost. The NRCS and the sponsor must agree on the amount, method, etc., of “in-kind” construction services prior to commencement of the works of improvement.

Technical services are items such as surveys, design, geotechnical services, contracting, contract administration, and construction inspection. Under locally led contracts, NRCS will reimburse the sponsor for “in-kind” technical services costs subject to an agreed-to-amount.

Legal information associated with land rights, legal opinions, and administrative fees for the administration of locally-led contracting activities does not qualify as in-kind contributions. Exhibit 3 has an example of an in-kind calculation worksheet.

Floodplain Easements

The NRCS can purchase perpetual agricultural floodplain easements. To be eligible, flooding must have damaged the land to the extent that the cost of restoring it and associated structures would be greater than the value of the land after restoration. The easements provide permanent restoration of the natural floodplain hydrology as an alternative to traditional attempts to restore damaged levees, lands, and structures.

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

All private, public, and Tribal lands are eligible. All easements must include a permanent vegetative buffer adjacent to the watercourse. Sponsors are not needed to acquire easements; agreements can be developed directly with individual landowners.

EWP Coordination with Other Agencies

At the discretion of Congress and the federal government, states and their political subdivisions are jointly responsible for providing a system of emergency preparedness for the protection of life and property from hazards resulting from a natural disaster. The EWP Program is one of a number of federal and state programs dealing with emergency assistance. In small, rural watersheds, EWP may be one of the most responsive programs to meet local needs. The USACE, FEMA, USFS, USDA Farm Service Agency (FSA), and the Environmental Protection Agency (EPA) are the principal federal agencies that the NRCS coordinates with on emergency disaster recovery work. A number of other federal, state, and local agencies administer programs that deal with natural emergencies as well.

If the President declares an area to be a major disaster area, the NRCS will provide assistance which will be coordinated with the FEMA or its designee. The FEMA is the lead federal agency for Presidentially declared natural disasters. However, the FEMA will not coordinate the NRCS work unless conflicts arise from adjacent sites where the FEMA has responsibility.

When a NRCS STC determines that a watershed impairment exists, but the President does not declare the area to be a major disaster area, the FEMA does not coordinate assistance. In this situation, the NRCS will assume the lead, provide assistance, and coordinate work with the appropriate state office of emergency preparedness and other federal, Tribal, or local agencies involved with emergency activities, as appropriate.

Emergency Recovery Plan

Each NRCS STC is required to develop and maintain an EWP ERP that contains procedures for the implementation of emergency recovery measures should a disaster occur. The ERP contains information to assist the NRCS, the emergency action team, and sponsors to efficiently and effectively implement EWP measures in the event of a natural disaster. The STC will review and update the ERP every other year or sooner, if appropriate. The STC solicits input for ERP development from the following agencies:

Federal Emergency Management Agency
Environmental Protection Agency
United States Forest Service
USDA Farm Service Agency
USDA Rural Development
U.S. Army Corps of Engineers
U.S. Fish and Wildlife Service
U.S. Bureau of Land Management
U.S. Bureau of Reclamation
U.S. Bureau of Indian Affairs
U.S. Geological Survey
SD Department of Emergency Management
SD Department of Environment and Natural Resources
SD Department of Agriculture, Resource Conservation and Forestry
SD Department of Transportation
SD Association of Conservation Districts
SD Department of Game, Fish and Parks
SD State Historic Preservation Officer
Tribal Historic Preservation Officers
Tribal Governments

The SD NRCS has prepared this ERP to enhance communication, cooperation, and coordination with participating agencies when dealing with natural disasters. Various state and federal agencies have been asked to participate as a member of the State Emergency Response Team (SERT) to help support EWP Program activities. Please refer to Appendix A for individual names, titles, and telephone numbers. Please refer to Appendix B for roles and responsibilities of the individual agencies and groups listed above. This team will be contacted every other year to review and update this plan and identify new representatives on the team. An updated ERP will be redistributed to all agencies and groups involved with emergency recovery.

AGENCY ROLES AND RESPONSIBILITIES

FEMA

The FEMA's mission is to reduce loss of life and property and protect the nation's critical infrastructure from all hazards through a comprehensive, risk-based, emergency management program of mitigation, preparedness, response, and recovery.

Before the FEMA can become involved, the President must declare an area a major disaster area under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, 42 U.S.C.). Under presidential declarations, the FEMA coordinates emergency assistance and the NRCS responds through the FEMA to provide EWP Program assistance. If the FEMA transfers this responsibility to the Federal Region Council during the recovery period, the NRCS responds to the Council.

In Presidentially declared disasters, the FEMA looks to the NRCS to respond to the following:

- All agricultural work normally covered by the EWP Program
- Major scour and over wash acreages
- Repair of agricultural levees (usually those less than six feet high)
- Protection of rural roads, buildings, and homes

USACE

Under Public Law 84-99, as amended, the USACE may provide emergency assistance for flood response and post-flood recovery activities to save lives and protect improved property (i.e., public facilities or services and residential or commercial developments) during or following a flood or coastal storm. The USACE is not permitted to assist individual homeowners, agricultural lands, or businesses.

USFS

The USFS is responsible for administering EWP practices on all national forests and national grasslands, on adjacent rangelands administered under formal agreement with the USFS, and on other forested lands. The Burn Area Emergency Rehabilitation (BAER) Program is administered by the USFS to treat critical wildfire damaged areas and to reduce the risk that rainstorms will trigger major soil loss in runoff and downstream sedimentation in affected watershed. In carrying out their responsibilities, the USFS and the NRCS work cooperatively with other federal, state, and local government agencies.

USDA FSA

The FSA administers the Emergency Conservation Program (ECP), which shares with agricultural producers the cost of rehabilitating eligible farmlands damaged by designated natural disasters. The ECP also may be available to an area without regard to a Presidential or secretarial emergency disaster designation.

EPA

The EPA enforces requirements of the Clean Water Act (CWA). The CWA is the common name for the Federal Water Pollution Control Act, as amended. The CWA goals are to restore and maintain the chemical, physical, and biological integrity of the nation's waters, and establish a broad framework of planning, research, financial assistance, and permit systems to achieve that goal. The EWP Program activities must follow all of the federal and state laws established by the Federal Water Pollution Control Act.

Special Coordination

Emergency recovery plans must include special attention to comply with the requirements of all applicable federal, state, Tribal, and local laws and regulations as outlined in Section 500.04 of the National EWP Program Manual.

EMERGENCY RECOVERY PLAN

COORDINATION OF IMMEDIATE RECOVERY ACTION

Purpose

The purpose of the ERP is to strengthen the coordination, cooperation, and communication among participating governmental agencies prior to and during natural disasters. The ERP outlines plans for the implementation of the NRCS EWP Program in SD. The plan establishes work details, operating policies, and procedures.

In addition, the plan provides general guidance relative to protecting and safeguarding NRCS facilities, records, equipment, and assets (Appendix F). More detailed information is available in the NRCS Continuity of Operations Plan (COOP).

Definitions

The following terms are used throughout the ERP:

- **State Conservationist (STC)** – Responsible for all NRCS activities and programs in the State of SD.
- **EWP Program Manager** – Responsible for providing leadership and oversight of the EWP Program. The STC delegates this authority.
- **Local Contact** – The local contact is generally the NRCS district conservationist (DC) for the affected area. However, in areas without an assigned DC, other NRCS positions may fill the role of the local contact. The local contact understands the basics of the EWP Program and eligibility criteria and performs the ongoing work of establishing key contacts and potential sponsors for future EWP projects.
- **Field Team Leader** – Responsible for the supervision and leadership of field staff. The STC appoints the field team leader.
- **Sponsor** – Local unit or subdivision of state government, city, county, Tribe, or CD.
- **Urgent and Compelling Situations** – are emergency conditions, which exhibit an extremely high potential for loss of life, and/or significant property damages unless immediate action is taken. The ERP outlines the necessary steps to be carried out in the event of sudden impairment to a watershed as the result of a natural disaster.

General Emergency Recovery Process

A more specific outline for NRCS procedures and employee responsibilities is located in Appendix D.

- **Watershed Impairment Occurrence** – When sudden watershed impairment occurs, the local contact becomes the facilitator for EWP Program activities, working with landowners and government entities. The local contact will immediately notify the field team leader and program manager and begin the process of contacting the local emergency management agency and other agencies to identify the magnitude and location of the damages.
- **Preliminary Assessment** – Once the local contact has identified the damage locations they will conduct a site visit. The local contact will review the extent of the damaged areas and make a preliminary determination on the potential for EWP work. The field team leader and EWP program manager should be contacted for guidance on questionable sites.
- **Identify Sponsorship Interest** – Ideally, potential sponsors should be identified by the local contact prior to disaster events to determine local interest. At the time of an event, potential sponsors are again contacted to explore the possibility and interest in partnering to address the emergency situation.
- **Request for Financial and Technical Assistance** – Once a potential sponsor is identified, the sponsor submits a request for NRCS technical and financial assistance. The request is submitted to the NRCS STC. (Exhibit 1 - Sample Letter for Request for Assistance)
- **Eligibility Assessment** – Once the damage sites have been screened by the local contact, they will notify the field team leader of potential EWP eligible sites. The field team leader will notify the program manager and assign staff establishing a NRCS interdisciplinary team.

The interdisciplinary team and program manager visit the potential EWP sites, complete a damage survey report, determine project eligibility, develop a cost estimate, and recommend an environmentally, socially, and economically suitable solution for eliminating the imminent threat.

At this point, sufficient information should be available to decide (1) what measures are needed to remove the imminent threat and (2) whether the potential sponsor can make a commitment to the project. If either of these determinations results in a negative response, the process stops.

If the sponsor agrees to continue with the project, they inform the permitting agencies about the project. The NRCS completes the Section 7 consultation responsibilities required to address Endangered Species Act (ESA) issues and initiates the emergency procedures outlined in the State Level Agreement with the State Historic Preservation Officer to protect any historically or culturally important areas.

The project agreement phase may also begin during this step.

- **Project Design** – After making the eligibility determination, the NRCS state conservation engineer (SCE) and the field team leader begin the process of assigning survey and design teams and appointing a government representative and site inspectors. The design team works with the project sponsor preparing a design that can be submitted with the permit applications.

- **Permitting** – It is the desire of the NRCS to involve all of the permitting agencies (federal, state, local, Tribal) in the review of the projects for input on what types of measures should be considered for removing the imminent threat.
- **Project Agreement** – The project agreement can be initiated after eligibility is determined but cannot be finalized until all the needed permits have been obtained.

The NRCS contract officer (CO) initiates the project agreement. The project agreement specifies the scope of work to be performed, project costs, in-kind contributions, and terms for accepting the completed project (Exhibit 2. Sample Project Agreement).

- **Contracting Process (Federal Contract)** – The local contact will prepare a list of potential contractors while the CO is finalizing the project agreement. Once the list of potential contractors is prepared and the project agreement, O&M agreement, and Assurances Relating to Real Property Acquisition Form (Exhibit 5) are signed, the NRCS CO, with the assistance of the local contact, will prepare the bid package in accordance with applicable contracting rules. As part of the bid process, the CO, project engineer, project inspector, and project sponsors conduct a site showing for potential contractors.

The CO conducts the bid opening, checks contractor references, and awards the contract.

- **Construction Inspection** – Project work begins once the contract has been awarded. An assigned project inspector and NRCS government representative will monitor the project work. The inspection process ensures the project is being conducted consistent with the project design and to the contract specifications.
- **Project Completion and Acceptance** – Once the contractor has completed the project, the project sponsor, government representative, and contracting office review the project to ensure all the necessary work is complete and according to the requirements specified in the project agreement. If the project work is deemed complete, the project is accepted and as-built drawings are completed.

Once the project is accepted, the budget officer will issue a payment to the contractor and send an invoice to the sponsor for reimbursement of the sponsor's share of project costs.

- **Project Evaluation** – Following the project completion the EWP program manager, field team leader, and involved staff will evaluate the response to the emergency and processes used to implement the program. Necessary changes will be made to improve the process to address future disasters.
- **Project Follow-up** – Periodically, the local contact will meet at the project site with the sponsor to evaluate how the project is functioning and to determine O&M needs.

APPENDIX A. STATE EMERGENCY RECOVERY TEAM (SERT)

DEPARTMENT OF AGRICULTURE (USDA)

Natural Resources Conservation Service
Jeffrey J. Zimprich, State Conservationist (605) 352-1200
200 Fourth Street SW
Huron, SD 57350-2475

Farm Service Agency
Craig Schaunaman, State Executive Director (605) 352-1160
200 Fourth Street SW
Huron, SD 57350

Rural Development
Elsie Meeks, State Director (605) 352-1100
200 Fourth Street SW
Huron, SD 57350

USFS

USFS
Craig Bobzien, Forest Supervisor (605) 673-9200
Dennis Jaeger, Deputy Forest Supervisor
Black Hills National Forest
1019 N 5th Street
Custer, SD 57730

DEPARTMENT OF DEFENSE (DOD)

U.S. Army Corp of Engineers
Kim Thomas (402) 995-2448
ATTN: CENWO-OD-E
Emergency Management Omaha District
1616 Capitol Ave Suite 9000
Omaha, NE 68102

DEPARTMENT OF INTERIOR (DOI)

U.S. Geological Survey
Mark T. Anderson (605) 394 3220
Director, SD Water Science Center
1608 Mt. View Road
Rapid City, SD 57702

Bureau of Indian Affairs (BIA)
Diane Mann-Klager, Hydrologist (605) 226-7621
115 4th Avenue SE
Aberdeen, SD 57401

Bureau of Land Management
Marian Atkins, Field Supervisor (605) 892-7000
310 Roundup Street
Belle Fourche, SD 57717

Bureau of Reclamation
Jeff Nettleton (605) 394-9757
515 9th Street Room 101
Rapid City, SD 57701

U.S. FISH AND WILDLIFE SERVICE

Scott Larson
U.S. Fish and Wildlife Service
420 South Garfield Avenue, Suite 400
Pierre, South Dakota 57501

(605) 224-8693, Ext. 224
(605) 222-0228 (cell phone)

DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES (DENR)

Trish Kindt	Business Hours	(605) 773-3296
SD State Radio	24 hours	(605) 773-3231

DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES (DENR)

South Dakota DENR
Kim McIntosh (605) 773-5091
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501

SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

Jay D. Vogt (605) 773-3458
South Dakota Historical Society (605) 773-6041 (FAX)
900 Governors Drive
Pierre, SD 57501-2217

SOUTH DAKOTA ASSOCIATION OF CONSERVATION DISTRICTS

Angela Ehlers (605) 895-4099
Executive Secretary
P. O. Box 515
Presho, SD 57568

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE

Resource Conservation and Forestry
Ray Sowers (605) 773-4260
Director/State Forester
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Greg Fuller (605) 773-5155
Director of Operations
700 East Broadway
Pierre, SD 57501

SOUTH DAKOTA DEPARTMENT OF GAME, FISH, AND PARKS

Emmett Keyser (605) 773-3387
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501

SOUTH DAKOTA DIVISION OF EMERGENCY SERVICES

Kristi Turman, Director (605) 773-3231 (24 hr)
118 W. Capitol Ave (605) 773-3580 (FAX)
Pierre, SD 57501

TRIBAL GOVERNMENT

Tribal Chairman Cheyenne River Sioux Tribe P.O. Box 590 Eagle Butte, SD 57625	(605) 964-4155
Tribal Chairman Crow Creek Sioux Tribe P. O. Box 50 Fort Thompson, SD 57339	(605) 245-2221
Tribal Chairman Lower Brule Sioux Tribe 187 Oyate Circle Lower Brule, SD 57548	(605) 473-5561
Tribal Chairman Oglala Sioux Tribe P. O. Box 2070 Pine Ridge, SD 57770	(605) 867-5821
Tribal Chairman Rosebud Sioux Tribe P. O. Box 430 Rosebud, SD 57570	(605) 747-2381
Tribal Chairman Flandreau - Santee Sioux Tribe P. O. Box 283 Flandreau, SD 57028	(605) 997-3891
Tribal Chairman Sisseton-Wahpeton Sioux Tribe Box 509 Agency Village, SD 57262	(605) 698-3911
Tribal Chairman Standing Rock Sioux Tribe P.O. Box D Fort Yates, ND 58538	(701) 854-7201
Tribal Chairman Yankton Sioux Tribe P. O. Box 248 Marty, SD 57361	(605) 384-3641

APPENDIX B. COOPERATING STATE AND FEDERAL AGENCIES ROLES AND RESPONSIBILITIES

Contact Agency

South Dakota Emergency Management
 Federal Emergency Management
 US Army Corps of Engineers
 US Fish and Wildlife Service
 US Geological Survey

 US Bureau of Land Management
 US Bureau of Reclamation
 US Bureau of Indian Affairs
 US Environmental Protection Agency
 USDA Farm Service Agency
 US Forest Service
 USDA Rural Development
 SD Department of Game, Fish, and Parks
 SD State Historic Preservation Officer
 South Dakota Department of Environment and
 Natural Resources
 SD Department of Transportation
 SD Association of Conservation Districts
 SD Department of Agriculture, Resource
 Conservation and Forestry
 SD Department of Health
 SD State Water Board
 Tribal Governments
 Tribal Historic Preservation Officers

Responsibilities of Cooperating Agencies.

Disaster Event Coordination
 Disaster Event Coordination
 Section 10 and 404 Permits
 Endangered Species Act and Wetlands
 Flood water Discharges and Floodplain
 Management
 U. S. Public Lands Management
 Water Management
 Management of Tribal Trust Lands
 Environmental Concerns
 ECP and Disaster Event Coordination
 National Forest and Grasslands
 Disaster and Drought Assistance
 Endangered Species and Scenic Rivers
 Historic and Cultural Resources
 Environmental Concerns

 State Highways and Bridges
 Soil and Water Conservation Needs
 Soil and Water Conservation Needs,
 State Forests
 Water and Air Quality
 Floodplain Management
 Tribal Lands
 Historic and Cultural Resources on Tribal Lands

APPENDIX C. NRCS STATE OFFICE EMERGENCY TEAM

Jeffrey J. Zimprich, State Conservationist 200 Fourth Street SW Huron, SD 57350-2475	(605) 352-1200
Jeffrey Vander Wilt, Assistant State Conservationist (Programs) 200 Fourth Street SW Huron, SD 57350-2475	(605) 352-1226
NRCS Assistant State Conservationist (Field Operations) Of the Affected Area	
Curtis Elke, Brookings	(605) 692-2344
Charles Ring, Pierre	(605) 224-2476
Michael Coombs, Rapid City	(605) 343-1643
Jay Cobb, State Conservation Engineer 200 Fourth Street SW Huron, SD 57350	(605) 352-1260
Andrea Kannegieter, State Contracting Officer 200 Fourth Street SW Huron, SD 57350	(605) 352-1237
Jeffery McGuire, State Public Affairs Specialist 200 Fourth Street SW Huron, SD 57350	(605) 352-1228
Kevin Luebke, State Biologist 200 Fourth Street SW Huron, SD 57350	(605) 352-1242
Dana Vaillancourt, State Cultural Resources Specialist 200 Fourth Street SW Huron, SD 57350	(605) 352-1217

APPENDIX D. DETAILED OUTLINE OF NRCS PROCEDURES AND RESPONSIBILITIES

The SD NRCS has prepared this ERP to enhance communication, cooperation, and coordination with participating agencies to develop and maintain a state of readiness in the event of future natural disasters.

Authority

The ERP sets forth the requirements and procedures for

Federal assistance provided by the NRCS under the following statutory authorities:

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

The ERP also represents NRCS policy for administering the EWP program as set forth in 7 CFR 624.

This plan pertains only to EWP program recovery measures. Other disaster recovery plans developed by NRCS, such as the COOP have their own policy and procedures that define NRCS employees' responsibilities in relation to internal operations during an emergency.

The following abbreviations are used throughout the ERP:

Abbreviations:

- **ASTC(FO)** – Assistant State Conservationist for Field Operations
- **ASTC(P)** – Assistant State Conservationist for Programs
- **CO** – Contracting Officer
- **COTR** – Contracting Officer Technical Representative
- **DART** – Disaster Assistance Recovery Team
- **DC** – District Conservationist
- **DSR** – Damage Survey Report (Exhibit 4)
- **EOC** – Emergency Operation Center
- **EWP** – Emergency Watershed Protection
- **IAT** – Initial Assessment Team
- **LERT** – Local Emergency Response Team
- **NHQ** – NRCS National Headquarters
- **SCE** – State Conservation Engineer
- **SERT** -- State Emergency Response Team
- **STC** – State Conservationist

Initialization of the Emergency Recovery Plan

1. Local NRCS employee(s) shall assess the situation. The local NRCS employees become the Initial Assessment Team (IAT). The cursory survey is carried out quickly with pictures and documentation (Appendix F).
2. The DC contacts ASTC(FO) regarding catastrophic event and requests instructions. If the ASTC(FO) cannot be contacted, the DC shall contact the STC or the EWP program manager for instructions.
3. The DC contacts local emergency/civil defense officials regarding EWP Program and potential projects within the affected area.
4. The ASTC(FO) authorizes local emergency response team (LERT) to do preliminary surveys of damage. The local LERT makes an assessment of the situation and reports findings to the ASTC/FO. The assessment must be made immediately and cannot wait until the next scheduled workday. LERT consists of the following members:

Team Member

Duty Station

District Conservationist

Affected Area

Field Support Engineer

Affected Area

Other Field Support/Field Specialists

Local Field and Field Support Office.

5. The ASTC(FO) immediately contacts the STC and EWP program manager, provides information regarding event, potential eligible EWP work, and an estimate of the damage.
6. The STC notifies national EWP program manager of emergency situation and pending request for EWP funds. The STC advised by national EWP program manager of EWP fund availability.
7. The EWP program manager makes initial coordination with SD Division of Emergency Management.

The state EWP program manager files electronic disaster report with National Headquarters (NHQ) within 72 hours of the catastrophic event. The state EWP program manager also prepares preliminary estimate of damage, and makes the initial request for funds.

8. The STC makes decision on activating SERT.

Please refer to Appendix A for the composition of the SERT. The SERT team would be activated under the following condition:

The emergency is a Presidential declared disaster or is significant enough in scope to require the team to assist in identifying potential projects and prioritizing the preparation of DSR.

If the SERT Team is not activated by the STC, its members will still be notified of the impending project and certain members may be contacted directly to assist in implementation of the project.

9. The SERT assesses situation and makes recommendation to STC regarding SERT involvement with the recovery activities.
10. The SERT and NRCS State Office Emergency Team (Appendix C) assesses damage reports and makes recommendations to STC regarding EOC location and staffing.
11. The state EWP program manager files electronic disaster update report.
12. The DC assists local sponsors in preparation of letter requesting assistance through EWP. **(Exhibit 1)**

DSR Completion

13. When the SERT and the NRCS State Office Emergency Team is activated it establishes and implements a DSR numbering system and directs DC's and the Disaster Assistance Recovery Team (DART) to begin preparing DSRs.
14. The STC makes decisions regarding the EOC location and staffing. The EWP program manager establishes EOC and the initial DART staffing composition.
15. Public Affairs Specialist coordinates outreach effort with DCs, EWP program manager and local sponsors. **(Emergency Recovery Communication Action Plan Appendix E)**.
16. The DART and local sponsor review any imminent hazards to life or property resulting from the catastrophic event. If the damage qualifies as an immediate threat, a DSR should be prepared on location, immediately, and executed by the local sponsor. The CO prepares project agreement for local sponsor execution, implements emergency contracting procedures, and contracts for the repairs to the damaged facilities. Teams prepare and complete remaining DSR's. **All DSRs will be completed and submitted to the appropriate ASTC(FO) not later than 45 days following the request for assistance.**
17. The ASTC(FO) for affected area or their representative, serves as office manager for EOC, and logs, files, and insures prompt responses to all requests for assistance from local sponsors and individuals. **In order to be considered for funding all requests for assistance must be received no later than 60 days following the event.**
18. The SERT provides training to assigned EWP DART personnel. Training includes eligible and ineligible work determinations, DSR completion, cost-share, operating procedures and functions, and administrative procedures.
19. The DC in the affected area ensures that local sponsors execute completed DSRs.

DSR Ranking and Implementation

20. The EWP program manager ensures all DSRs are logged in and entered into the EWP database. A master database will be created for all EWP data. Separate reports will be generated from the master database for management, easements, contracting, and engineering.
21. Applicable ASTC/FO and SERT representatives review DSRs for eligibility and prioritization.
22. The EWP program manager files updated electronic disaster report with NHQ.
23. The EWP program manager approves DSRs and funding of remedial measures. **All approved remedial measures will be surveyed, designed, bid, awarded, contracted and constructed within 220 days of receipt of EWP funds from NHQ.**
24. The state EWP program manager refines request for financial assistance and technical assistance and submits updated request to NHQ.
25. The EWP program manager and state engineer representative coordinate permit inquiries with federal and state agencies where applicable.

Execution of Project Agreements and Easements

26. The state engineer or representative coordinates and directs geo-technical investigations and field surveys of DSR sites.
27. Upon execution of the project agreement (**Exhibit 2**) by the local sponsor, the SCE and staff designs, prepares plans and specifications, cost estimates, inspection plans, and advertises contracts. The floodplain coordinator and CO order survey and title commitments for accepted easement offer areas.
28. The SERT coordinates project and easement prioritization, execution of project agreements, acquisition of federal, state and local permits with local sponsor.
29. The CO prepares cooperative agreements (project agreements) and forwards to local sponsors for execution. Easement offers are sent to eligible participants.
30. The SERT develops O&M Agreements and Plans as required. The CO forwards to local sponsor for execution. The DC develops long term contracts on easement areas.
31. The state engineer or representative assigns COTRs and Inspectors to construction contracts with concurrence and approval of ASTC/FO and ASTC/P.
32. The CO and COTR conduct site showings.
33. The CO receives and evaluates bids, awards contracts, and issues modifications as required.
34. The CO, SCE or representative, and COTR administer construction contracts. The CO and DC administer floodplain easements.
35. The COTRs and inspectors inspect construction for compliance with plans and specifications.
36. The DC monitors implementation of EWP floodplain easements.
37. The CO makes progress payments to contractors.
38. The SCE or representative and project engineer, CO, COTR, DC, and local sponsors make final inspection.
39. The CO closes out contract, and makes final payment to contractor.

Operation and Maintenance

40. The EWP program manager files final report with NHQ within 60 days of completion of all EWP work.
41. The NRCS personnel assist local sponsors in performing inspections in accordance with O&M agreements, as required. The DC reviews easement areas with landowners and completes an annual status review.

APPENDIX E. EMERGENCY RECOVERY COMMUNICATION ACTION PLAN

Goals

- When a natural disaster occurs impairing a watershed with imminent threat to life and/or property landowners and potential sponsors come to the NRCS for assistance through the EWP Program.
- The NRCS is prepared to respond to EWP projects.
- The public is aware of the EWP Program and the role NRCS plays in administering the program.

Objectives

- Through various media, the public becomes aware of the natural disaster and the NRCS involvement in response to the recovery from the disaster.
- Congressional delegation and state legislators are aware of the EWP assistance provided by the NRCS after a natural disaster has occurred.

Audience

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

Key Messages

- What the disaster is, where it is, damage caused and resources affected.
- Who the local entities are sponsoring the EWP process.
- How the NRCS is involved in assisting with the recovery effort.

Roles and Responsibilities

Public Affairs Officer – Responsible for developing and implementing a Communication Plan for the disaster.

Local Contact (DC) – Responsible for providing local information or field office contact) on the area and resource damage, and is available to talk with the media on the damage.

Government Representative – Responsible to work with Public Affairs to provide information on the progress of the recovery effort and is available to talk with the media on the effort.

EWP Program Manager – Available to talk with the media about the program.

APPENDIX F. CASE FILE DOCUMENTATION CHECKLIST

- Copy of EWP Eligibility Determination (Damage Survey Report)
- Project Agreement
- Operation and Maintenance Agreement
- Location and Plan Map
- Completed Land Rights Certification (ADS-78)
- Statement Verifying Utility Company Clearances
- All Permits
- Cultural Resource Information (This information is restricted from release. This information should be clearly identified in order to protect it from inadvertent release)
- Environmental Evaluation (SD-CPA-52)
- Project Design, Computations, Quantities, Job class, etc.
- As-Built Drawings
- Planning and Inventory Notes
- Letter from Sponsor Requesting NRCS Assistance and Other Correspondence
- In-kind Documentation if Applicable
- Project Diary
- Final Project Cost
- Specifications
- Biological Assessment, if Required

APPENDIX G. EWP ERP FLOW CHARTS

Chart 1

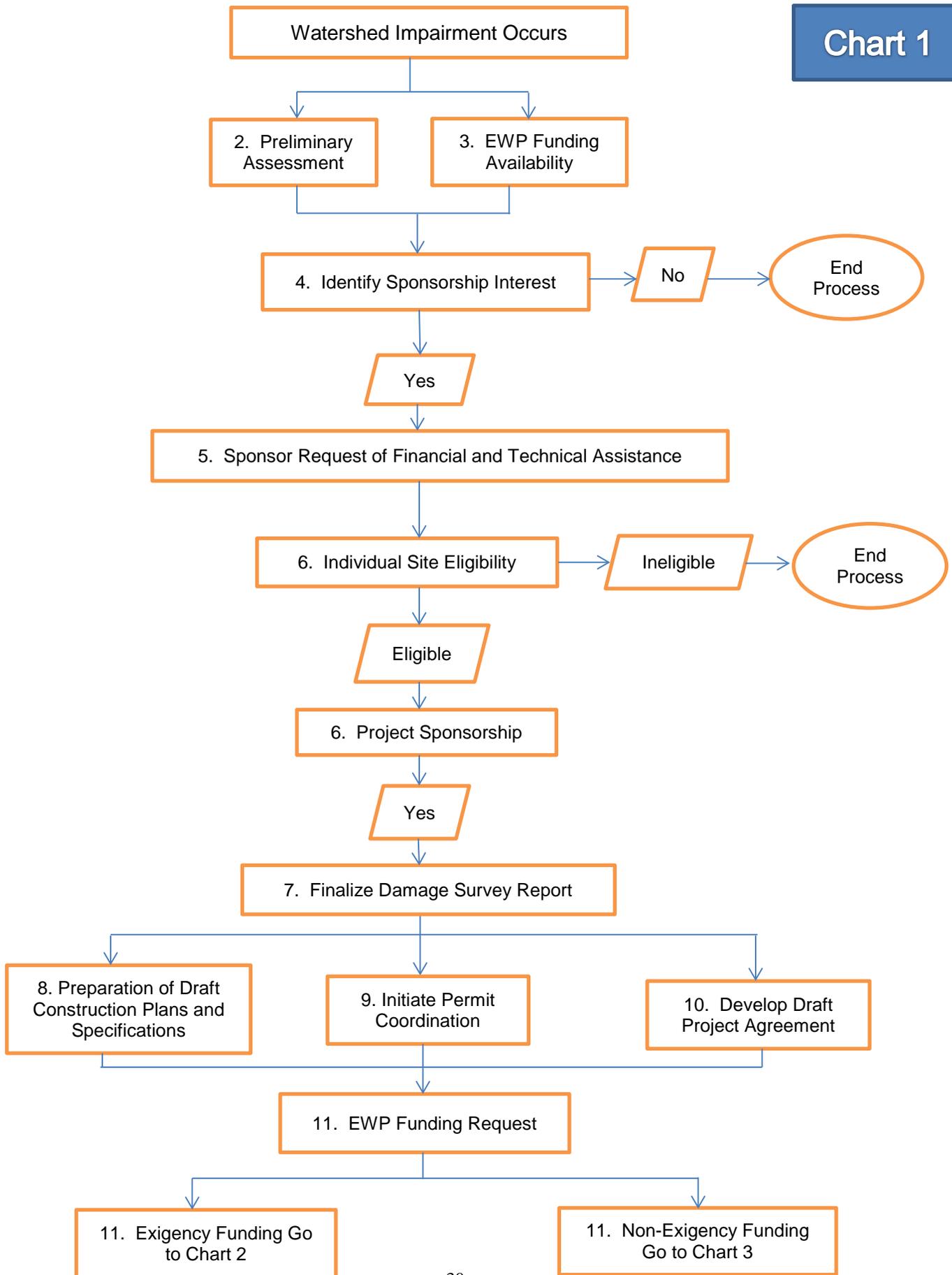


Chart 2

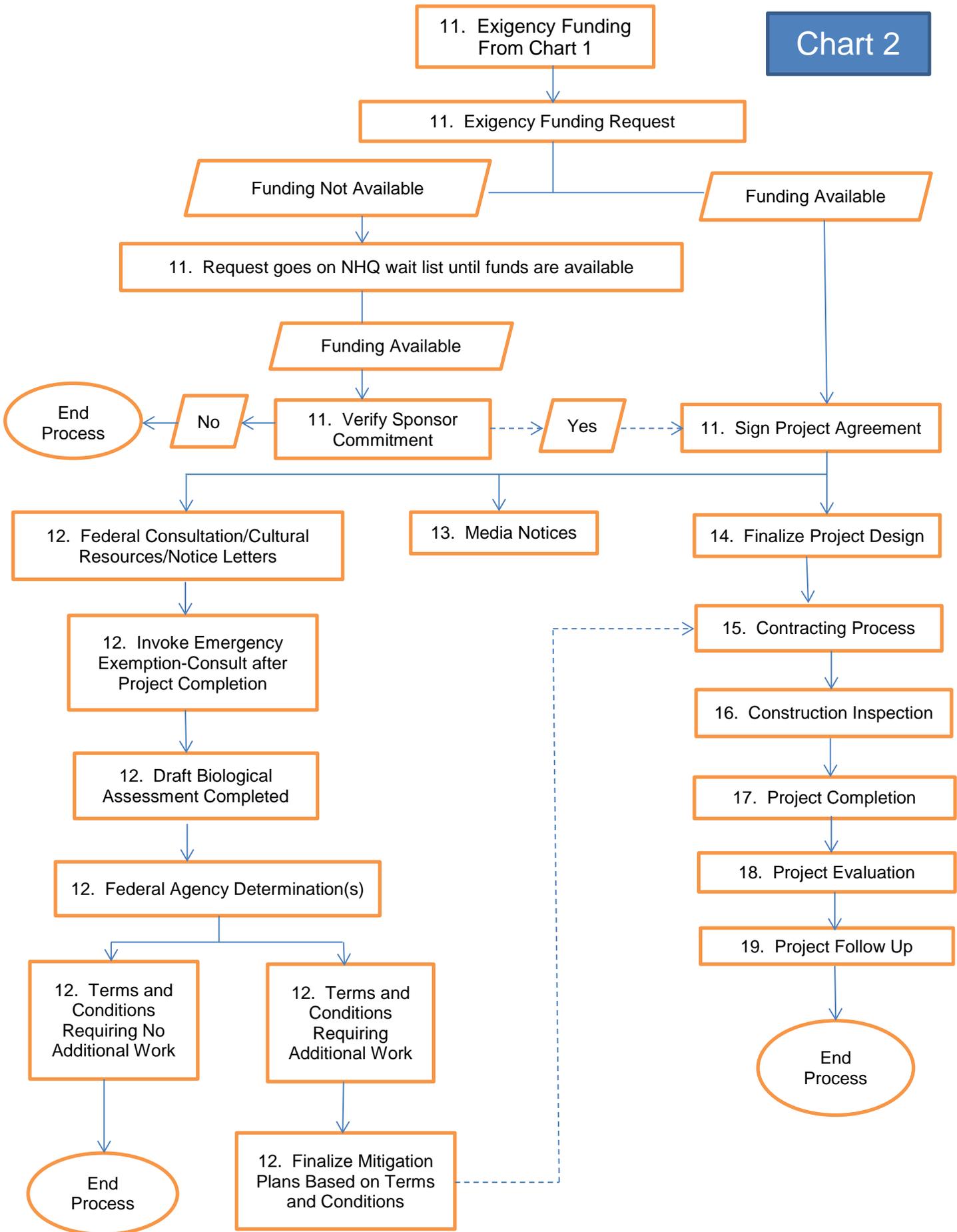


Chart 3

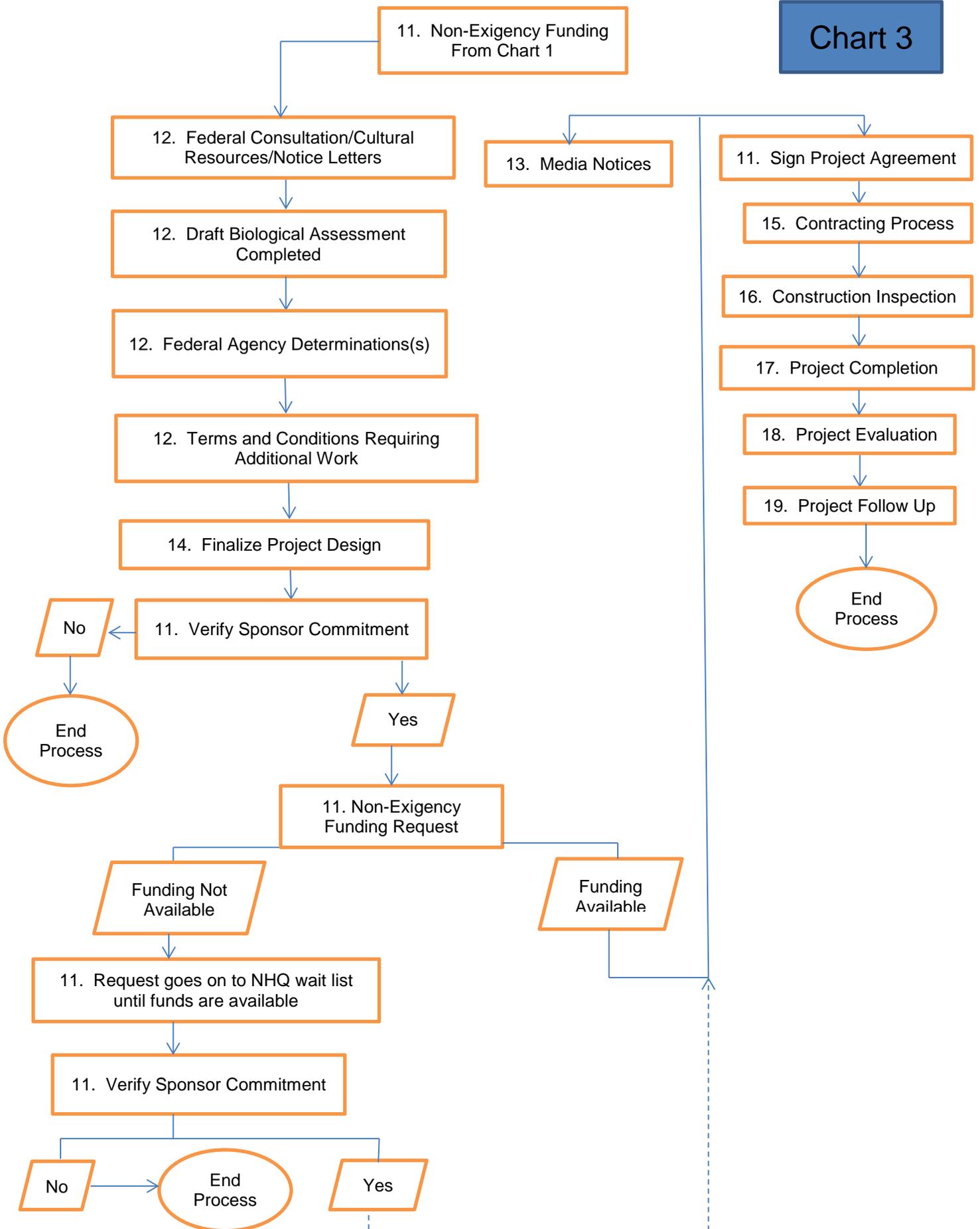


Exhibit 1. Sample Letter of Request

<<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,

State:
Project Agreement No.
Project Agreement – Locally Led

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, is hereby entered into by and between the _____ hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter 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 Agriculture Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by _____.

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 No.	Description of Work	Estimated Cost
---------	---------------------	----------------

B. THE SPONSOR WILL:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion no later than _____.
2. Provide cash contribution for any portion of the required 10% of the actual cost of constructing the emergency watershed protection measures described in Section A not provided by in-kind contribution described in B.7.
3. Obtain all land rights, water rights, Federal, State and Local permits and licenses and provide certification that such have been secured prior to issuance of any solicitation by the NRCS. A list of potential permits is attached as Exhibit B for your information and use.

4. Provide certification (complete and sign NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto and provide a copy of such to the NRCS.
5. Sponsor shall make application for permits within 45 days of receiving copies of the DSR from the NRCS. Sponsor will make every effort to ensure that the permits are provided within 90 days of receipt of copies of the DSR. This effort shall include follow-up with the permitting authority regarding issuance of the permit
6. Provide copies of all NEPA compliant permits which have been secured for the works of improvement described in Section A. Sponsor will notify NRCS of environmental clearance or any unresolved concerns.
7. If approved by NRCS, the sponsor may provide in-kind services (materials, labor, and equipment). The maximum value of all in-kind services shall not exceed 10 percent (\$_____) of the total *actual* cost of constructing the emergency watershed protection measures described in Section A and in accordance with Section B.2 of this agreement.
8. Actual cost of work will consist of contracts awarded to contractors plus eligible Sponsor in-kind services of labor, materials and equipment. The Sponsor will provide records to support costs incurred by the Sponsor.
9. Provide in-kind technical services (surveying the site, design the project, develop engineering plans and specifications, contract administration, and inspection services). The maximum value of in-kind technical services that will be reimbursed to the Sponsor will not exceed 7.5 percent of the cost of constructing the emergency watershed protection measures described in Section A and in accordance with Sections B.2 of this agreement. Reimbursement will be based on actual in-kind technical service provided costs with supporting documentation.
10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits and licenses needed for the work described in Section A.
11. 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 moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
12. Comply with the requirements of the provisions in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

13. Hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred in by both the Sponsor and NRCS.
14. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, specifications, and drawings prepared 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.
15. Upon receiving NRCS's comments, prepare the final design, 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 plans and specifications shall be signed and sealed approved by a Professional Engineer registered in the State of South Dakota prior to submittal to NRCS.
16. Contract for construction of the emergency watershed protection measures described in Section A in accordance with state contracting requirements and the provisions of this agreement. Prior to soliciting for the works of improvement, the Sponsor will provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.) to the NRCS for their approval and concurrence.
17. Prior to contract award, the Sponsor will submit the bid abstract and basis for award to the NRCS for approval.
18. If any modifications are made to the plans and specifications or the awarded contract, the Sponsor shall submit such request for change to the NRCS for their review and concurrence prior to implementation.
19. Provide inspection services in accordance with the QAP.
20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of 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.
21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. Appoint the following individuals as the Technical/Administrative Liaison between the Sponsor and the NRCS:

Name:

Address:

Phone No.
Cell No.
Email Address:

Name:
Address:

Phone No.
Cell No.
Email Address:

23. Ensure that acquisition for materials, supplies or services necessary to carry out the works described in Section A, will be in accordance with 7 CFR 2016.366, applicable state requirements, and the Sponsor's procurement regulations. Ensure that all contracts for design and works of improvement are procured in accordance with State and Federal regulations, including the provisions contained in Attachment B to this agreement.
24. Notify NRCS and arrange for and conduct final inspection of the works of improvement. Make acceptance of the work as appropriate.
25. For structural measures, prepare and submit for approval an Operation and Maintenance Plan prior to completion of work. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement installed.
26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor.
27. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement.
28. Administer their action under this agreement in accordance with 7 CFR 3015.7, 7 CFR 016, OMB Circulars A-102, A-87, A-133 and other rules referenced in 7 CFR 3015.
29. Comply with non-discrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Non-segregated Facilities Clause, Form SCS-AS-83, attached hereto as Attachment B.
28. Hold and save NRCS free from any and all claims or action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided in this agreement.
29. Retain all records dealing with the award and administration of contract(s) for three 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 3- year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly

Cell Phone No.
Fax No.
Email Address

8. The major duties, responsibilities and authorities of the liaison will be to review and concur with specifications and drawings for the work included in the DSR, assist in the final inspection of the works of improvement, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor.
9. Review and comment on draft plans, specifications and QAP as described in B.14 and B.15.

D. IT IS MUTUALLY AGREED THAT:

1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded or the necessary permits have not been acquired. In any event, this agreement shall expire on _____.
2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with B.1.
3. That each party shall review, comment, and concur with the plans, specifications, quality assurance plans and operation and maintenance plans as identified in Section B.14, B.15 and B.25 of this agreement.
4. Upon notification from the sponsor of the completion of the works of improvement, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
5. 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.
6. This agreement may be modified by amendment duly executed by authorized officials of the Sponsor and the NRCS.
7. The NRCS State Conservationist or State Administrative Officer (SAO) may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.

8. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and the NRCS in the same ratio as funds are contributed under the terms of this agreement.
9. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
10. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payment made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
11. 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.
12. Designated liaisons may make adjustments to and between individual projects cost without amendment so long as the total estimated amount described in A of this agreement is not exceeded.
13. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
14. By signing this agreement, the recipient assures the Department of Agriculture, Natural Resources Conservation Service 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.
15. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the 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 therein. They also shall not assist the Sponsor or any member 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, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.
16. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

E. APPROVAL:

State:
Project Agreement No.
Project Agreement – Locally Led

By: _____

Title: _____

Date: _____

TIN: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

State Conservationist

Date: _____

EXAMPLE

ATTACHMENT A - SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions.

I. Drug-Free Workplace.

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

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

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

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

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

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs;
and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an

agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

(1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not X, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

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

A. The cooperator agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

V. Assurances and Compliance

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

VI. Examination of Records

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

EXAMPLE

EXHIBIT 3 – IN-KIND CALCULATION WORKSHEET

Installation Costs – Federal share is 75 percent, local share is 25 percent of the total cost.

	Quantity	Unit	Unit Price	Unit Cost	Total Cost
Mobilization/Demobilization					
Total Cost					
Structural Material					
Rock					
Gravel					
Earth Fill					
Root Wads					
Other					
Total Cost					
Goods and Services					
Rock Mining and Delivery					
Road Grader, Access Road					
Other					
Total Cost					
Construction Activities					
Clearing/Snagging					
Earth Work					
Debris Removal					
Other					
Total Cost					
Vegetation					
Seed					
Grass Seeding					
Shrubs/Trees					
Planting					
Fabric					
Mulch					
Weed Control					
Other					
Total Cost					
Installation Cost					
Federal Share (75 Percent)					
Sponsor Share (25 Percent)					
Total Cost					
Service Costs					
Survey					
Project Design					
Inspection					
Contract Preparation					
Contract Administration					
Total Cost					
Total Project Cost					

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505.20 EWP Recovery Measure Forms

Damage Survey Report (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

Section 1A

Date of Report: _____

DSR Number: _____

Project Number: _____

<u>NRCS Entry Only</u>			
Eligible:	YES _____	NO _____	
Approved:	YES _____	NO _____	
Funding Priority Number (from Section 4)	_____		
Limited Resource Area:	YES _____	NO _____	

Section 1B Sponsor Information

Sponsor Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax: _____

Section 1C Site Location Information

County: _____ State: _____ Congressional District: _____

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

Range: _____

UTM Coordinates: _____

Drainage Name: _____

Reach: _____

Damage Description:

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Section 1D Site Evaluation

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

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

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

Comments: _____

* Statutory

** Regulation

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

DSR No. _____

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Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

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

Section 1F NRCS State Office Review and Approval

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

Approved By: _____ Date Approved: _____
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 95-334, 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 soil 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 of NRCS on state, tribal and private lands.

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

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

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-941 0 or call (800)795-3272 (voice) or (202)720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

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

DSR NO: _____

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Section 2 Environmental Evaluation

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

DSR No. _____

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.				
Coastal Zone Management Areas				
Coral Reefs				
Cultural Resources				
Endangered and Threatened Species				
Environmental Justice				
Essential Fish Habitat				
Fish and Wildlife Coordination				
Floodplain Management				

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Section 2E Special Environmental Concerns (continued)

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Invasive Species				
Migratory Birds				
Natural Areas				
Prime and Unique Farmlands				
Riparian Areas				
Scenic Beauty				
Wetlands				
Wild and Scenic Rivers				

Sections 2A-E Completed By: _____

Date: _____

DSR No. _____

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Section 2F Economic

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

Item	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction \$			
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3) \$			

Section 2F Completed By: _____ Date: _____

DSR NO: _____

Section 2G Social Consideration

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

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

Section 2G Completed By: _____ Date: _____

DSR No. _____

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Section 2H Group Representation Information

This section is completed only for the preferred alternative selected.

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

Census tract(s) _____

Section 2H Completed By: _____ Date: _____

DSR No. _____

Section 2I Consultation/ Coordination

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

Easements, permissions, or permits:

Mitigation Description:

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

DSR No. _____

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Section 3 Engineering Cost Estimate

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

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Total Installation Cost (Enter in Section 1F) \$				

Unit Abbreviations:			
AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

Section 3 Completed By: _____ Date: _____

DSR NO. _____

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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 14).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?				
2. Is this a site where there is serious, but not immediate threat to human life?				
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?				
4. Is this site a funding priority established by the NRCS Chief?				
The following are modifiers for the above criteria			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?				
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

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

Remarks:

DSR No. _____

Section 5A Findings

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

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

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

Chapter _____

Chapter _____

Chapter _____

Chapter _____

Chapter _____

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

Title: _____
NRCS representative of the DSR team

Date: _____

Section 5B

Comments:

Section 5C

Sponsor Concurrence: _____
Sponsor Representative

Title: _____

Date: _____

Section 6 Attachments:

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

DSR No. _____

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

Section	Explanation of Requested Item	Who Completes
1	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.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	
1F	NRCS Review and Approval.	NRCS only.
2	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 predicted 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). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.

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Section	Explanation of Requested Item	Who Completes
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to the 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 (e. g. where water quality or water rights are affected downstream of the site.)	NRCS completes with voluntary assistance from Sponsor.
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photographic documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative is predicted future condition if no action is taken.	
2D	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.	
2E	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.	

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Section	Explanation of Requested Item	Who Completes
2F	<p>Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</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.</p> <p>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.</p> <p>Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction.</p> <p>The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	<p>NRCS completes with voluntary assistance from Sponsor.</p>

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Section	Explanation of Requested Item	Who Completes
2G	<p>Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question.</p> <p>The information may be obtained through interviews with community leaders, government officials or sponsors.</p> <p>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.</p> <p>This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities.</p> <p>The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.
2H	<p>Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.</p>	Sponsor completes.
2I	<p>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).</p> <p>Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.</p>	NRCS completes with voluntary assistance from Sponsor.
3	<p>Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost.</p> <p>Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F.</p> <p>The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.</p>	

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Section	Explanation of Requested Item	Who Completes
4	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.
5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) signature indicating review and concurrence.	Sponsor(s) signature.
6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Attachment 1

DSR- Summary of Effects Identified in the EWP Programmatic EIS

(5.2.2.1.2) Restore Hydraulic Capacity (Debris removal)

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity

- 2) Dewater
 - a. ↓ aquatic life
 - b. ↓ spawning habitat
 - c. ↓ invertebrate attachment surfaces
 - d. ↓ plunge pool/ habitats
 - e. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - f. ↓ wetland quality
 - g. ↑ turbidity

- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↑ turbidity
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs)
 - k. ↑ fertilizers, pesticides, and other chemicals

- 4) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ stream temperature

- 5) Dispose of debris [\(5.2.2.1.3\)](#)
 - a. Haul off-site
 - i. ↑ compaction
 - ii. ↑ erosion
 - iii. ↓ effects on stream habitat
 - iv. ↓ wetland filling

 - b. Burn on-site
 - i. ↑ air pollution
 - ii. ↑ pH
 - iii. ↑ stream temperature
 - iv. ↑ wetland filling
 - v. ↓ habitat quality
 - vi. ↓ fish and invertebrates

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- c. Burn off-site
 - i. ↑ air pollution
 - ii. ↑ site disturbance
 - iii. ↓ chemical and biological effects
 - iv. ↓ wetland filling
 - v.
- d. Bury on-site
 - i. ↑ short term site disturbance
 - ii. ↑ short term erosion
 - i. ↑ wetland filling
 - ii. ↓ habitat quality
- e. Bury off-site
 - i. ↑ site disturbance
 - ii. ↓ effects on habitat and benthic habitat
 - iii. ↓ wetland filling

5.2.2.2.2 Streambank Protection

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity ST
 - g. ↓ habitat quality
- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - b. ↓ wetland quality
 - c. ↑ turbidity
- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ soil compaction
 - c. ↑ runoff
 - d. ↑ flow velocity
 - e. ↓ infiltration
 - f. ↑ soil erosion
 - g. ↑ bank erosion
 - h. ↑ turbidity ST
 - i. ↑ input of nutrients
 - j. alter channel morphology by ↑ compaction
 - k. ↓ formation of wetlands (onsite and downstream)
 - l. ↓ resident biota
 - m. ↑ temperature ST
 - n. ↓ dissolved oxygen ST / ↑ dissolved oxygen LT
 - o. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - p. ↑ pollutants (petroleum, oil, lubricants (POLs))

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- q. ↑ fertilizers, pesticides, and other chemicals
- 4) Borrow of materials
 - a. ↓ effectiveness of floodplains
 - b. ↑ weakened streambanks
- 5) Installation of structural practices
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion ST / ↓ soil erosion LT
 - e. ↑ turbidity ST / ↓ turbidity LT
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l. ↓ riparian and aquatic vegetation
 - m. ↑ natural flow regimes*
 - n. ↑ dissolved oxygen*
 - o. ↑ turbulence*
 - p. ↑ habitat quality*
 - q. ↓ turbidity*
 - r. ↓ time of installation*
 - s. ↓ erosion*
 - t. ↓ pollutants*
- 6) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ sedimentation*
 - d. ↓ stream temperature

* [5.2.3.1.2](#) Effects of streambank repair using Rosgen methods

[5.2.2.3.2 Dam, dike, and levee repair or removal](#)

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity
- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - v. ↓ wetland quality
 - vi. ↑ turbidity

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- 3) Install armor
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion ST / ↓ soil erosion LT
 - e. ↑ turbidity ST / ↓ turbidity LT
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l. ↓ riparian and aquatic vegetation

- 4) Grade, shape, and re-vegetate affected streambanks by seeding or planting
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ ponding of water
 - e. ↓ soil productivity
 - f. ↑ soil erosion
 - g. ↑ turbidity
 - h. alter channel morphology by ↑ compaction
 - i. ↑ temperature
 - j. ↓ dissolved oxygen
 - k. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - l. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - m. ↑ fertilizers, pesticides, and other chemicals

- 5) Fill/ excavation
 - a. ↑ run-off
 - b. ↓ aquatic habitat and biota
 - c. ↑ sediment in riffles
 - d. ↑ turbidity
 - e. ↓ migration patterns of salmonids

5.2.2.4.3 Protecting structures in floodplains

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity

- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - v. ↓ wetland quality
 - vi. ↑ turbidity

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- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↑ turbidity
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l.
- 4) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ stream temperature
- 5) Dispose of debris [\(5.2.2.1.3\)](#)
 - a. Haul off-site
 - i. ↑ compaction
 - ii. ↑ erosion
 - iii. ↓ effects on stream habitat
 - iv. ↓ wetland filling
 - b. Burn on-site
 - i. ↑ air pollution
 - ii. ↑ pH
 - iii. ↑ stream temperature
 - iv. ↑ wetland filling
 - v. ↓ habitat quality
 - vi. ↓ fish and invertebrates
 - c. Burn off-site
 - i. ↑ air pollution
 - ii. ↑ site disturbance
 - iii. ↓ chemical and biological effects
 - iv. ↓ wetland filling
 - v.
 - d. Bury on-site
 - i. ↑ short term site disturbance
 - ii. ↑ short term erosion
 - iii. ↑ wetland filling
 - iv. ↓ habitat quality
 - e. Bury off-site
 - i. ↑ site disturbance
 - ii. ↓ effects on habitat and benthic habitat
 - iii. ↓ wetland filling
- 6) Borrow of materials
 - a. ↓ effectiveness of floodplains
 - b. ↑ weakened streambanks
- 7) Installation of structural practices

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- a. ↓ vegetative cover
- b. ↑ flow velocity
- c. ↓ infiltration
- d. ↑ soil erosion ST / ↓ soil erosion LT
- e. ↑ turbidity ST / ↓ turbidity LT
- f. alter channel morphology by ↑ compaction
- g. ↑ temperature
- h. ↓ dissolved oxygen
- i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
- j. ↑ pollutants (petroleum, oil, lubricants (POLs)
- k. ↑ fertilizers, pesticides, and other chemicals
- l. ↓ riparian and aquatic vegetation

8) Revegetation

- a. ↓ soil erosion
- b. ↓ turbidity
- c. ↓ stream temperature

5.2.2.5.2 Protecting watershed uplands (Critical area treatment)

1) Preparing sites

- a. ↑ soil compaction ST
- b. ↓ vegetation

2) Seeding, or planting

- a. ↓ erosion LT
- b. ↑ habitat quality LT
- c. ↑ water flow LT
- d. ↓ Sedimentation

3) Applying fertilizers, additives, or ground cover, check dams, protection of roads, installing drains, upland diversions, outlet structures, soil compaction

- a. ↓ soil stability ST
- b. ↓ erosion
- c. ↓ sedimentation
- d. ↑ water flow LT

4) Installing drains

- a. alter channel course or profile

5.2.3.2.2 Restore agricultural use to floodplains

1) Deep tilling

- a. no effect

2) Sediment removal

- a. ↑ Introduce erodible soils
- b. ↑ sedimentation
- c. ↑ turbidity
- d. ↓ habitat
- e. ↓ channel structure

5.2.3.3.2 Upland debris removal (Tornado debris removal)

1) Create access

- a. ↓ vegetation

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- b. ↑ soil compaction
- c. ↓ infiltration
- d. ↑ soil erosion
- e. ↓ streambank stability
- f. ↑ turbidity
- g.

2) Use heavy equipment

- a. ↓ erosion LT
- b. ↑ habitat quality LT
- c. ↑ water flow LT
- d. ↓ soil stability ST
- e. ↓ erosion
- f. ↓ sedimentation
- g. ↑ water flow LT

Legend:

↑ - indicates increase in the identified element

↓ - indicates decrease in the identified element

ST = short-term effect

LT = long-term effect

Additional effects information can be found in Appendix B flow charts, EWP Final PEIS, (December 2004)

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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

- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

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

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

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

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

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

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

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

(Name of Sponsor)

This action authorized
at an official meeting _____

By: _____ on _____
Title: _____ day of _____, 19____, _____
Date: _____ at _____
State of _____

Attest: _____
(Name)

(Title)

(Name of Sponsor)

This action authorized
at an official meeting _____

By: _____ on _____
Title: _____ day of _____, 19____, _____
Date: _____ at _____
State of _____

Attest: _____
(Name)

(Title)