SUBPART A - WA505.00

Washington State Emergency Response Plan (ERP)

Chehalis, WA - December 2007

Natural Resources Conservation Service (NRCS)

United States Department of Agriculture

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505.01 Introduction

This document serves two purposes:

- *To briefly describe the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection (EWP) Program and;*
- *To outline an Emergency Response Plan (ERP) for Washington State that will enhance internal and external communication, cooperation and coordination when dealing with future natural disasters.*

505.02 Emergency Watershed Protection (EWP) Program

(a) Program Defined

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

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

NRCS may provide technical and/or financial assistance to communities for restoring watersheds ravaged by natural disasters.

Typical disasters include:

- Floods
- Fires
- Volcanic eruptions
- Earthquakes
- Drought

(b) Program Criteria

The Emergency Watershed Protection Program is available to communities whenever a natural disaster occurs that creates a sudden watershed impairment that poses an imminent threat to life and/or property. Watershed impairment exists when the ability of a watershed to carry out its normal function is reduced to the extent of creating an imminent threat to life or property. Normal rainfall events do not meet these criteria.

(c) Natural Disaster Declarations

The State Conservationist administers the EWP program in their respective state and has sole authority to declare watershed emergencies. A Presidential disaster declaration is not necessary for NRCS to implement the EWP program.

NRCS may be involved in two different types of emergencies:

1. **Presidential Declared Disaster**
   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 disaster activities within the scope of the public assistance funds they administer. A Joint Field Office (JFO) is established by FEMA in order to coordinate federal disaster relief efforts. NRCS is a member of the JFO and keeps the members informed of EWP assistance potential.

EWP assistance may be provided if the NRCS State Conservationist determines the program is applicable to the federally declared disaster area.

2. **Locally Declared Disaster**
   The NRCS State Conservationist may declare a "local" emergency and provide assistance to requesting sponsors under the EWP Program. The NRCS Program Manager will keep FEMA informed of NRCS emergency activities when involved in a local disaster recovery effort.

(d) Types of Emergencies

There are two categories of emergencies within the EWP program, "Non-Exigencies" and "Exigencies":

1. **Non-Exigency**
   Implementation of emergency recovery measures is utilized to relieve imminent hazards to life and property. Imminent refers to a subsequent natural occurrence of the same intensity or less that would cause significant damage to property and/or threaten human life. The term "property" pertains to significant infrastructure (e.g., dwellings, farm buildings, utilities, private bridges and private roads).

   NRCS has 220 days to complete the emergency measures once funding has been placed into the drawing account.

2. **Exigencies**
   Immediate action is required to protect against a threat to life and/or property. Immediate action refers to the prevailing threat to life and/or property if immediate action is not taken.

   NRCS has ten days to complete the emergency measures once funding has been placed into the drawing account. STC may request an extension to the 10 day time frame with justification.

(e) Typical Measures

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

1. **Flood Recovery**
   - Stream bank stabilization
   - Removal of heavy sediment deposits in streams
   - Debris removal
   - Building Removal

2. **Fire Recovery**
   - Slope stabilization using vegetation and downed trees
   - Debris basins
   - Berms and Diversions
   - Trash racks
   - Seeding

3. **Drought Recovery**
   - Soil stabilization

4. **Volcanic Recovery**
   - Sediment and debris removal
   - Debris basins
   - Berms and Diversions
   - Trash racks
   - Seeding

5. **Earthquake Recovery**
   - Slope stabilization
   - Sediment and debris removal

(f) EWP Funding Eligibility Screen

To be eligible for EWP Funds, NRCS must be able to answer YES to **all** of the following questions:

- Has there been an unusual event that has caused watershed impairment?
- Has the impairment caused an imminent threat to life and/or property?
- Can the imminent threat to life and/or property be removed with the action?
- Recovery measures would be for runoff retardation or soil erosion prevention?
- Is the project free of environmental and cultural resource road blocks and is it economically defensible?
- The damaged area is not part of a pre-existing or ongoing problem.

The EWP eligibility screening worksheet is provided in *Appendix A*, local NRCS staff shall use this worksheet when assessing damages for potential EWP program eligibility.

(g) Ineligible Activities

EWP funds cannot be used for the following (additional limitations can be found in 501.04 of the National EWP Program Manual):

- Perform typical operation and maintenance activities;
- Solve watershed problems that existed before the disaster;
- Repair, rebuild, or maintain public or private transportation facilities (see exceptions in NEWPPM 501.04);
- Perform work on land and works of improvements owned by and/or managed by other federal departments and agencies. (see exceptions in NEWPPM 501.04);
- Work on levee projects on streams with a drainage area greater than 400 square miles;

- Increase pre-disaster conveyance capacity of a channel;
- Landscape for aesthetic purposes;
- Remove sediment or debris from reservoirs or debris basins;
- Provide assistance within designated wild and scenic rivers within the state;
- Drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment to address drought.
- May not be used to reimburse sponsors for work carried out prior to the signing of a project agreement by the sponsors and NRCS.

(h) Sponsors

To implement the EWP program, NRCS is required to work through a local qualified sponsor. A qualified sponsor must be:

- A local unit or subdivision of state government or State government.
- Other governmental entity such as conservation district, city or Indian tribe.
- Able to fulfill all sponsor responsibilities outlined in section ***(i)***.

(i) Sponsor Responsibilities

- Submit written request to the State Conservationist requesting NRCS assistance within 60 days after the event.
- Possess legal authority and certify land rights
- Acquire all necessary permits before construction begins
- Ensure utilities are located and appropriate easements have been acquired before construction begins
- Enter into a written agreement with NRCS outlining responsibilities and obligations.
- Agree to provide operation and maintenance of completed structural measures.
- Provide 25 percent of project costs (cash and/or approved in-kind). Matching EWP funds with other Federal funds is not permitted.

(j) Cost Share

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

(k) Agreements Types

The WA NRCS has established the following priority for engaging with a sponsor to complete emergency work:

- Contracting Local Organization (CLO) Project Agreement
- Force Account Project Agreement
- Federal Contract Project Agreement

Additional details can be found in 502.10 and 502.11 of the NEWPPM.

(l) Sponsor Contributions

It shall be WA NRCS policy not to promote potential in-kind contributions unless the sponsor has demonstrated an inability to provide the 25% cash matching funds. In-kind services can be considered for certain technical activities. Acceptance of in-kind contributions is subject to approval by the EWP Program Manager and State Administrative Officer. EWP technical activities are divided into the following categories (see *Appendix B* for the Sponsor in-kind worksheet):

1. **Eligible Sponsor Contributions**
   The following eligible in kind services may be counted toward the 25% matching funds:

   - Labor
   - Equipment
   - Debris Disposal
   - Office Space

2. **Reimbursable Expenses to Sponsors**
   The government should pay 100 % of the cost for the following activities, the details will be stipulated in the project agreement:

   - Planning
   - Engineering Site Investigations
   - Design
   - Inspection
   - Contracting
   - Contract administration

3. **Ineligible Sponsor Contributions**
   The following activities are not eligible as sponsor contributions:

   - Activities related to land rights
   - Legal opinions related to land right activities
   - Construction easements
   - Project permit activities

505.03 NRCS Emergency Response Plan (ERP)

(a) Purpose

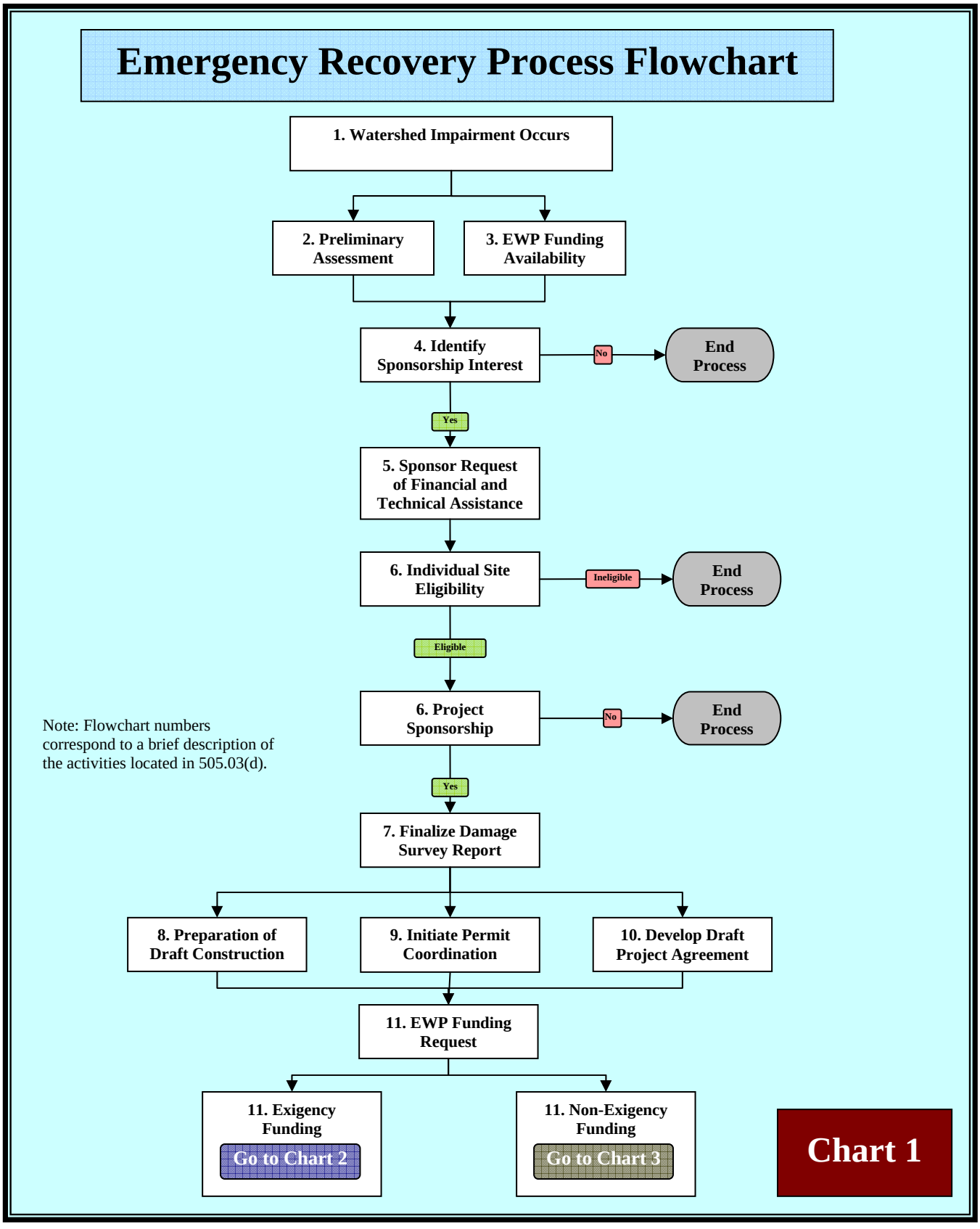
The Washington NRCS Emergency Response Plan has been developed to enhance coordination, cooperation and communication among participating governmental agencies prior to and during natural disasters.

(b) Definition of Roles

The following definitions are for NRCS staff positions and non-NRCS entities and their responsibilities under the EWP program:

State Conservationist (STC)	Responsible for administration of NRCS EWP funding in the State of Washington
EWP Program Manager	Coordinates with area and field office staff regarding emergency activities. Responsible for providing leadership and oversight of the EWP program.
Area Conservationist (AC)	Responsible for the supervision and leadership of the district conservationists, area staff and for coordinating natural disaster responses within their respective area.
State Conservation Engineer (SCE)	Provides engineering guidance to the field staff involved in the recovery effort
State Resource Conservationist (SRC)	Provides ecological sciences guidance to the field staff involved in the recovery effort
Local Contact	The local contact is generally the NRCS District or Resource Conservationist for the affected area. 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 prior to natural disaster occurrences.
Sponsor	Local unit or subdivision of state government, city, county, tribe or conservation district willing and capable to fulfill responsibilities as a sponsoring entity.
Contracting Officer (CO)	A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
Contracting Officer Representative (COR)	The COR is designated by the CO to assist in administering specific aspects, such as the technical performance of the contract.

(c) Emergency Recovery Process Flow



Note: Flowchart numbers correspond to a brief description of the activities located in 505.03(d).

Emergency Recovery Process Flowchart

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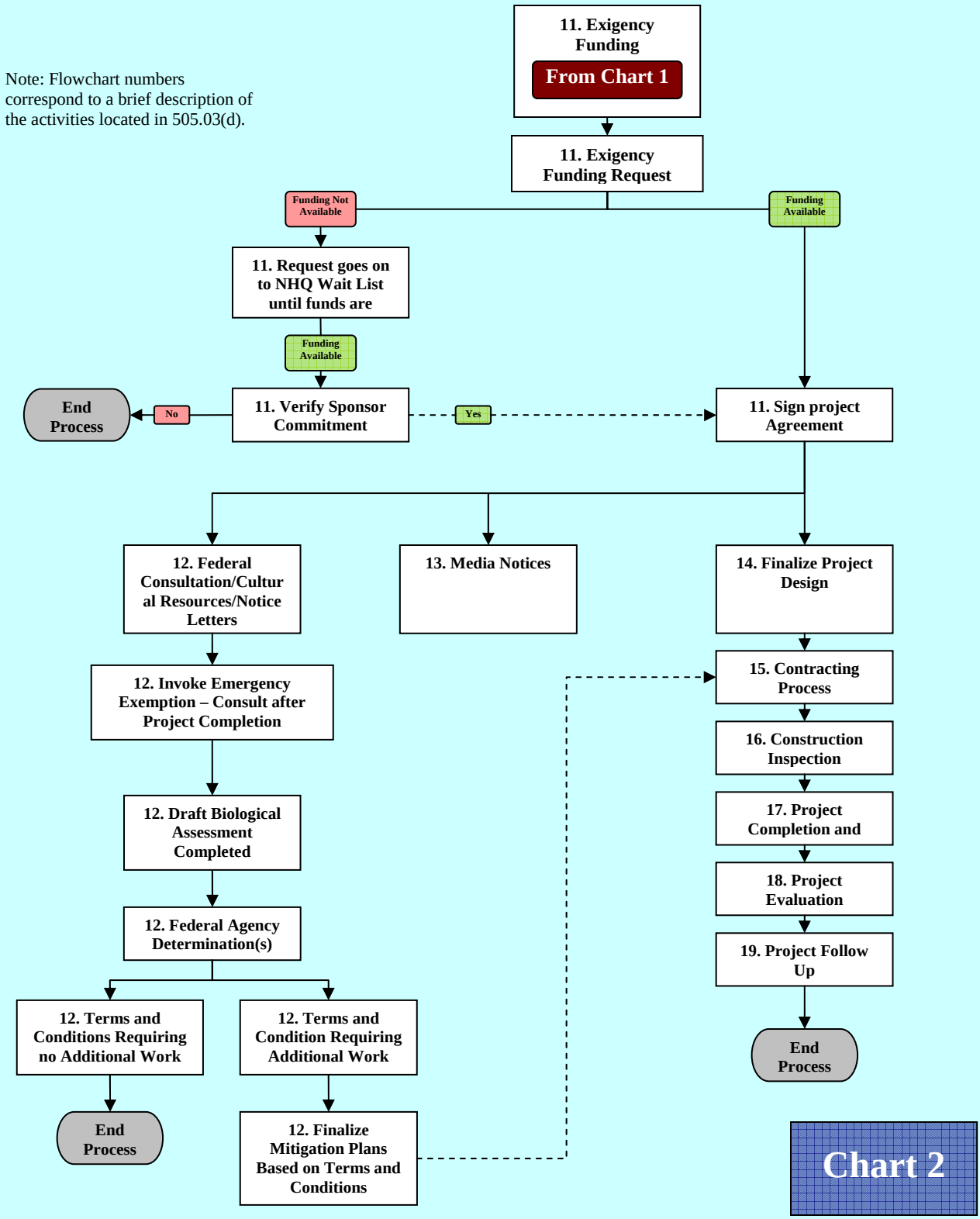
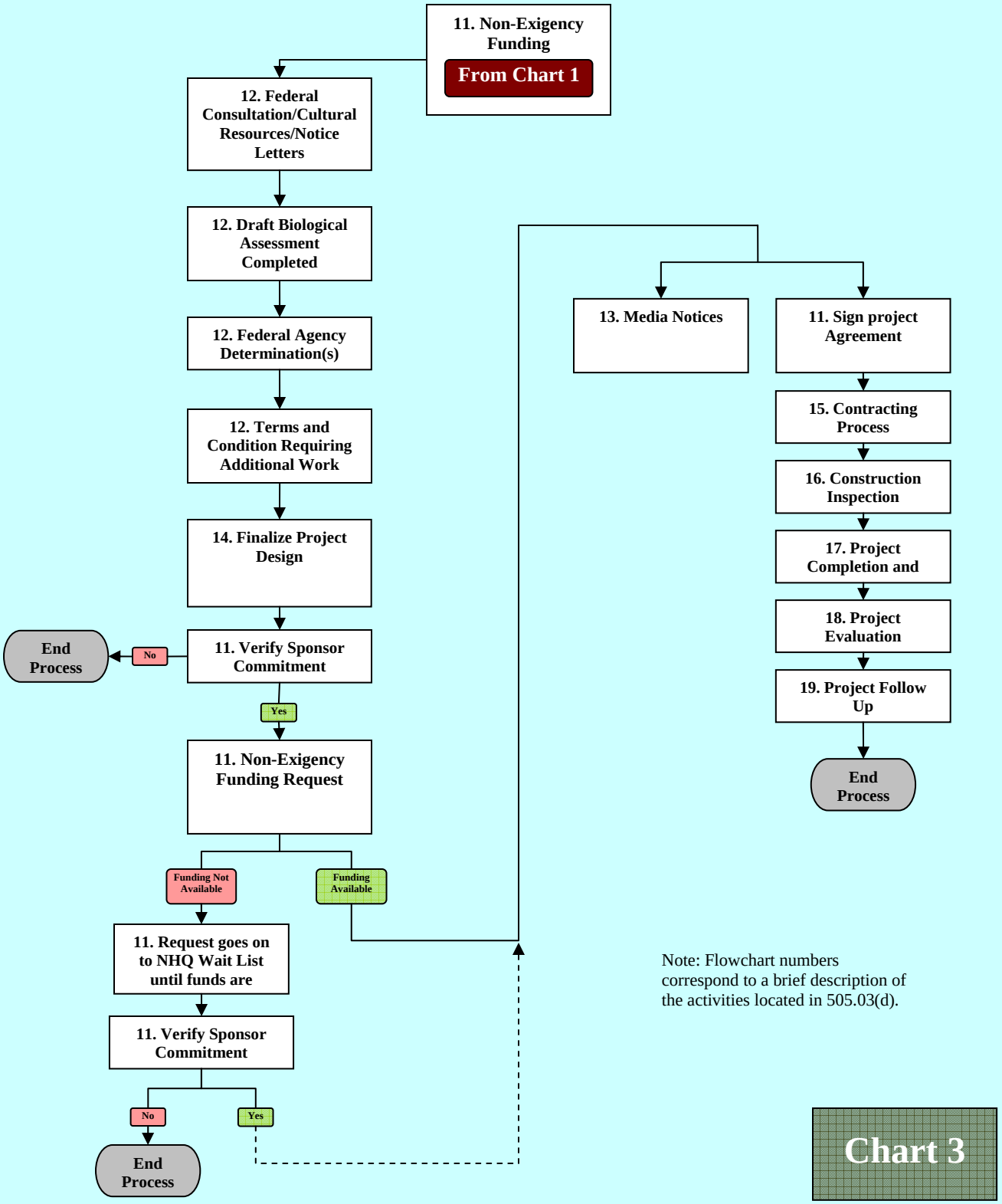


Emergency Recovery Process Flowchart



(d) Emergency Processes Described

1. **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 Area Conservationist and EWP 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. The local county or city emergency management contact information is listed on the following web site. http://www.emd.wa.gov/about/emergency_management_agencies.shtml

2. **Preliminary Assessment**
   Once the Local Contact has identified the damage locations, they will conduct site visits. The Local Contact will review the extent of the damaged areas and make a preliminary determination on the potential for EWP work. The Area Conservationist and EWP Program Manager should be contacted for guidance on questionable sites.

   The Local Contact will begin developing a case file for any potential projects. See *Appendix C* for case file contents details.

3. **EWP Funding Availability**
   The EWP program manager verifies the potential funding available for exigency and non-exigency activities. Depending on the availability of EWP funding, the AC and EWP Program Manager provide guidance to the Local Contact on how to proceed in identifying a local sponsor.

4. **Identify Sponsorship Interest**
   Potential sponsors need to be contacted and informed about the EWP program by the local NRCS representative to determine the extent of local interest prior to disaster events occurring. Local entities' abilities to sponsor EWP projects change over time because of financial priorities within the community. It is important for NRCS to keep abreast of the local situation and remain in contact with potential sponsors on an on-going basis. (A project sponsor fact sheet is located in *Appendix D)*

   NRCS determines the Sponsor's capability to provide full technical and administrative assistance for recovery efforts. NRCS will discuss with the Sponsor their ability to provide technical and administrative resources toward the recovery effort. The Sponsor and NRCS will informally agree which resources each can provide for the recovery effort.

5. **Sponsor Request of Financial and Technical Assistance**
   Once a potential sponsor is identified, a request for NRCS technical and/or financial assistance is submitted to the NRCS State Conservationist. A sample request letter is shown in *Appendix E.*

6. **Eligibility Assessment**
   Once the damage sites have been screened by the Local Contact, the Area Conservationist will be notified of potential EWP eligible sites. The Area Conservationist and the EWP Program Manager will establish an NRCS interdisciplinary team (IDT) to complete a more comprehensive review of the damages.

   The NRCS interdisciplinary team, permitting agencies, sponsor and Program Manager will visit the potential EWP sites, complete a damage survey report (See NEWPPM 505.20(c) for the official DSR Form). Note that the WA CPA-52 can be substituted for Attachment #1 of the DSR), determine project eligibility, develop a cost estimate and recommend an environmentally, socially and economically suitable solution for eliminating the imminent threat. If the disaster covers several counties the designated EWP Program Manager alternates may assist with the site evaluations. See *Appendix F*, for examples of previous EWP project costs.

   Upon completion of the draft DSR, sufficient information is 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, the permitting agencies that were not part of the IDT site visit are informed about the project

7. **Finalize the Damage Survey Report (DSR)**
   NRCS completes the damage survey report for each identified potentially eleigible project. The DSR is forwarded to the EWP Program Manager for review and STC approval.

8. **Preparation of Draft Construction Plans and Specifications**
   The preferred alternative identified in the DSR is fully described and provided to the local permitting agencies for review and input prior to the final design. The draft plans may be used for determining permitting issues that require resolution prior to completing the final construction plans and specifications.

9. **Permitting**
   Officially, the sponsor is responsible for obtaining all of the necessary permits to complete the project. However, there are instances when NRCS needs to be involved in the process.

   It is the intent of the NRCS to involve all of the permitting agencies in the review of the projects for input on the types of measures that should be considered for removing the imminent threat. The local field office will develop and maintain a list of all of the permitting points of contact within each respective county. An example of the format and required information is located in *Appendix G*.

   Counties may also require additional permits such as fill and grade, shorelines, etc. On several occasions, when counties have acted as sponsors

for EWP projects under "exigency" conditions, the counties have exempted all permits within their control.

It should be noted that failure of a sponsor to obtain necessary permits that results in contractor delay or termination of a contract generally will result in the excess costs being the responsibility of the sponsor as the permits are equivalent to property-rights.

When working on Indian Reservations, the Tribal permitting processes will be followed. Each tribe has its own set of contractual rules and permitting processes. See *Appendix H* for tribal points of contact.

10. Draft Project Agreement

The NRCS Contracting Officer 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. There may be instances where mitigation work is required by permitting agencies after the emergency work has been completed and the imminent threat eliminated. Any required work specified in the permits for the project will be included in the agreement. A sample project agreement is contained in *Appendix I*.

NRCS will provide a draft project agreement to the Sponsor for review and comment. The EWP Program Manager and State Administrative Officer will consider each specific comment made by the Sponsor.

The project agreement can be initiated after eligibility is determined but cannot be finalized until EWP funding has been allocated into the NRCS drawing account. In addition, the sponsor must have all necessary permits, land rights and their portion of the funding. The assurance of real property acquisition form NRCS-ADS-078 (*Appendix J*) will be provided to the sponsor as an attachment to the project agreement.

The sponsor is required to provide their Tax Identification Number, DUNS Number and signed SF-1199A Electronic Fund Transfer.

The Operation and Maintenance (O&M) plan is included as an attachment to the project agreement when applicable. See *Appendix K* for an example of an O&M plan. The extent and life span of O&M agreements will vary depending on the type of structural and/or vegetative measures installed.

11. EWP Funding Request/Finalize Project Agreement

The sponsor must commit and demonstrate good assurances that all the sponsor requirements can be fulfilled. They must have in hand or be well underway with the following:

- Construction Easements
- O&M Easements
- Permits
- 25% Match

Once the sponsor has demonstrated their commitment to sponsor the recovery activities, the STC makes a formal request for funding to the national EWP Program Manager.

Upon receipt of the EWP funding into the NRCS drawing account the project agreement can be finalized and signed by all parties.

12. Federal Consultation/Cultural Resources/Notice Letters

Once NRCS and sponsor funding has been committed to the recovery effort, notice letters are immediately sent to all federal, state and local permitting agencies; local Tribes; and the State Department of Archeology and historic Preservation. An example of the notice letter is located in *Appendix L*.

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

There are several threatened and endangered wildlife and fish species listed within the state. See *Appendix M* for a listing of endangered and threatened species within Washington State. NRCS policy promotes the conservation of threatened and endangered species, as well as the avoidance or prevention of activities detrimental to such species consistent with legal requirements. NRCS will consult with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. With their assistance NRCS ensures that any action authorized, funded, or carried out will not jeopardize the continued existence of threatened and endangered species or result in the destruction or adverse modification of habitat of such species.

As the lead agency, NRCS must address all potential cultural resource issues. Working with the Washington State Office of Archeology and Historic Preservation (OAHP), local tribes, other federal agencies and local sponsors, all damaged areas must be surveyed to insure that restoration activities will not damage or destroy cultural resources.

13. Media Notices

The NRCS public affairs staff assists the local, area and state staff in planning media activities.

14. Final Project Design

Either the project sponsor or NRCS assign survey and design teams, and appointing staff for project management and site inspectors.

If NRCS is the design lead, the AC and SCE will coordinate and identify staff to provide assistance for design and construction activities. The design team

works with the project sponsor preparing a design that can be submitted with the permit applications.

If the sponsor is the design lead, they will work with NRCS during the design process. NRCS will approve all construction plans and specifications prior to project implementation.

See *Appendix N* for engineering survey and design criteria.

15. Contracting Process

The contracting process will vary depending on the lead entity for construction contract administration.

If NRCS is the contracting official, the contracting officer decides the procurement method for acquiring construction services. The Local Contact may be asked to prepare a list of potential contractors qualified to complete the project activities, coordinate a site showing, identify potential material sources, etc. A list of required procurement ready documents is outlined in *Appendix O*.

It should be noted that NRCS contracting procedures on tribal land is coordinated with the Tribal Employment Rights Office (TERO). The TERO may have specific requirements that the contractor utilize tribal workforce during construction. There may also be other provisions and requirements that must be followed. The NRCS CO will confirm and implement all contracting requirements with the TERO.

The contracting officer advertises the project, leads the site showing, conducts the bid opening, checks contractor references and awards the contract.

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

16. Construction Inspection

Construction inspection requirements will vary depending on the lead contracting entity.

If NRCS is the contracting official, an assigned project inspector and NRCS COR will oversee the project work. The inspection process ensures the project is being conducted consistent with the construction drawings and to the contract specifications.

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

17. Project Completion and Acceptance

Project completion and acceptance will vary depending on the lead contracting entity.

If NRCS is the contracting entity, the sponsor, government representative, and contracting officer review the project to ensure all the necessary work has been completed according to the requirements specified in the construction contract. If the project work is deemed complete the project is accepted and as-built drawings are finalized.

When 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.

If the sponsor is the contracting entity, they will be required to be responsive to the requirements set forth in the project agreement. The NRCS responsible official ensures that the sponsor complies with all requirements specified in the project agreement.

Upon review and acceptance of all requirements set forth in the project agreement, NRCS will disburse payment for the completed project.

18. Project Evaluation

Following project completion, the EWP Program Manager, Area Conservationist and involved staff will evaluate the response to the emergency and the processes used to implement the program. Necessary changes will be made to improve the process to address future disasters.

19. Project Follow-up

As set forth on the O&M agreement and plan, the Local Contact may meet at the project site with the sponsor to evaluate how the project is functioning and to determine if the terms of the operation and maintenance agreement are being implemented.

505.04 Emergency Recovery Communication Plan

(a) Goals

- The public is aware of EWP and the role NRCS plays in administering the program.
- NRCS local line officers are fully informed of recovery activities and can keep the local community informed.

(b) Objectives

- Through various media, the public is notified of the natural disaster and NRCS involvement in response to the disaster.
- Congressional Delegate and State Legislators are informed of the EWP assistance provided by NRCS after a natural disaster has occurred.

(c) Audience

- Affected Citizens
- Congressional Delegate
- State Legislators
- General Public
- Media (newspaper, television, radio and website)

(d) Key Messages

- Nature of the disaster, location, damage caused and resources affected
- Identification of the local sponsors
- Type of assistance provided by NRCS

(e) Roles and Responsibilities

Public Affairs Officer	Responsible for developing and implementing a Communication Plan for the disaster.
Local Contact (District or Resource Conservationist)	Responsible for providing local information on the area and resource damage, and is available to talk with the media on the damage.
EWP Program Manager	Coordinate with Public Affairs staff to provide information on the recovery effort and is available to talk with the media on the effort.
Area Conservationist and EWP Program Manager	Available to talk with the media about the program and NRCS project activities.

505.05 Typical Measures

NRCS uses several practices to stabilize watersheds after a watershed impairment occurrence. These measures focus on the resource issues that present an imminent threat to life and property.

The typical measures are detailed here as a resource to recovery planning.

(a) Floods

1. Stream Bank Stabilization

This practice is used to stabilize or protect banks of streams or excavated channels for one or more of the following purposes: to prevent the loss of land or damage to utilities, homes, buildings, roads or other facilities adjacent to the banks; to maintain the capacity of a channel; and/or to reduce sediment loads causing downstream damages and pollution. Normally the banks are sloped back and stabilized with soil bioengineering techniques and/or rock riprap depending on the site characteristics, stream velocities, stream configuration, etc. The top of the bank is normally seeded to grass and planted to shrubs and trees.

The WDFW Integrated Streambank Protection Guidelines (ISPG) are utilized for setting standards for appropriate measure. The ISPG can be found at the following website: http://wdfw.wa.gov/hab/ahg/. In many cases, the Washington State Department of Fish and Wildlife hydraulic permit requires mitigation measures to establish or enhance fish habitat. These are incorporated into the project design and typically include the installation of root wads, large woody debris, etc.

Soil Bioengineering

Soil bioengineering incorporates living plant materials as structural components of an engineered project. Adapted types of woody vegetation (shrubs and trees) are initially installed in specified configurations that offer immediate soil protection and reinforcement. Environmental benefits derived from woody vegetation include diverse and productive riparian habitat, shade, organic additions to the stream, cover for fish, and improvements in aesthetic value and water quality. For stream banks, living systems include brush mattresses, live stakes, joint plantings, vegetated geogrids, branch packing, and live fascines.

Vanes

Vanes are grade control structures composed of rock, logs or root wads, or a combination of the three. The structures are designed to reduce bank erosion by reducing near-bank slope, velocity gradient, stream power and shear stress. The upstream oriented vanes concentrate stream flows in the center of the channel.

Stream Barbs

Stream barbs consist of low rock sills projecting out from the stream bank and across the stream's thalweg to redirect stream flow away from an

eroding bank. Flow passing over the barb is redirected so that the flow leaving the barb is perpendicular to the barb centerline. Stream barbs are always orientated upstream.

Log/Root Wad Structure
A structure of logs and root wads arranged and constructed in a manner to provide direct protection from continued stream bank erosion.

Log Jams
A log structure placed in the stream to redirect flows from eroding stream bank areas and to provide in stream habitat.

Soil/Earth Wall
An earthen wall constructed with synthetic material capable of retaining the soil in place. Typically the synthetic material is placed horizontally and soil is compacted on top of the material. This is completed in a series of steps up to the desires elevation and grade.

Gabions
A gabion is a connection of wire baskets filled with rock 4 to 6 inches in diameter. The baskets are stacked on top of one another and can be placed adjacent to vertical slopes to stabilize stream banks.

2. **Debris Removal**
   This measure refers to the removal of an accumulation of woody debris (resulting from a recent watershed impairment) that is diverting water flow or plugging a channel, causing flooding or a safety hazard. It also pertains to the removal of sediment that has filled in a stream channel.

3. **Dike and Levee Repair**
   The repair of dikes or levees that have been damaged during flood events may be covered under EWP. NRCS has an agreement with the U. S. Army Corps of Engineers that NRCS will only work on dikes and levees in watersheds that are less than 400 square miles in size. Typically, NRCS will not repair dikes that have been previously constructed by the Corps of Engineers.

4. **Grass/Legume Seeding**
   Seeding is prescribed as a means of reducing surface erosion. The objective is to provide ground cover that will protect the soil from raindrop splash, surface runoff and provide a stabilizing root mass to bind the soil particles together. Areas are aerially; hand or hydro seeded depending on the size of area, slope and access to roads.

5. **Tree and Shrub Planting**
   Planting of tree and shrub species is used for erosion control, protection of a watershed and for wildlife habitat. Species selected are adapted to the soil-site conditions and are protected from grazing animals, beaver and are resistant to insect and disease damage.

(b) Fires

1. Hill Slope Treatments

Mulching
Mulching provides instant ground cover for sensitive areas. The objective of this treatment is to minimize erosion by providing a suitable ground cover to help reduce raindrop impact and to disperse overland flow. Examples of where mulching is commonly used are: on highly erodible soils, on areas that burned very hot and lost all ground cover; on fire lines that have crossed drainages; on road fill slopes adjacent to perennial streams; and on fire lines in highly erodible soils.

Seeding
Seeding is prescribed as a means of reducing surface erosion. The objective is to provide ground cover that will protect the soil from raindrop splash and surface runoff, and provide a stabilizing root mass to bind the soil particles together. Commonly treated areas are: highly erodible soils that burned hot and lost all ground cover; areas adjacent to drainages that burned hot; areas where the soil seed bank was destroyed or was not present; and equipment-constructed fire lines. Seed must be applied before it rains and before the weather turns too cold to germinate the seed to be effective.

Contour Felling or Log Erosion Barriers
Contour felling is usually applied by felling non-merchantable trees (less than 10 inches). The trees are cut to a manageable length, limbed so they can lie on the soil surface and then placed on contour and, where possible, braced against stumps. Number of logs range from 30 to 100 logs per acre.

Straw Wattles
Straw wattles are similar to contour felling in the principal of how they work. They conform to the soil surface, thus providing an effective and low risk barrier to soil movement. The treatment is one of the most expensive, with a life expectancy of 2 to 4 years.

Silt Fences
Silt fences are made of a geo-textile fabric that can be unrolled and hung on a fence. They are typically applied where surface runoff with significant sediment is expected. They are placed in low gradient swale areas with large storage areas. Proper installation is critical to prevent "blowouts" underneath the fence.

Tilling
Tilling can be an effective tool to improve infiltration on hydrophobic soils and to reduce erosion. The treatment should be applied on contour, and on slopes less than 35%. It is usually done in 8-foot wide strips with 25 feet between tilled strips. Tilling can be implemented shortly after the fire is controlled, which increases flexibility on late summer and fall fires.

Disking

Disking can be used to break up hydrophobic soil layers near the surface. Since a disc runs across the surface it can move with more ease and avoid problems of brush balling up the operation.

2. Channel Treatments

Grade Stabilizers

These treatments are used to reduce channel down cutting by establishing grade control, decrease water velocity and maintain correct width/depth ratio. They are effective in preventing sediment from entering perennial streams during the first winter by trapping and metering sediment through the system.

Rock Grade Stabilizers

Rock grade stabilizers are used in ephemeral or small intermittent channels. To properly function, sealing material is needed to fill in the rock voids.

Log Grade Stabilizers

Log grade stabilizers are used in ephemeral or small intermittent channels where there is standing or downed wood present near the dam location. Logs are normally 12 to 20 inches in diameter.

Check Dams

Log Check Dams

Log check dams are used in intermittent or small perennial drainages. They are used to replace large debris that may have been burned out during the wildfire. Log sizes range from 12 to 18 inches in diameter and are stacked on top of each other to achieve the desired height. Critical design steps include: properly keying the logs into the bank, having a spillway large enough to accommodate the expected peak flows, and providing energy dissipation below the dam.

Straw Bale Check Dams

These are used in ephemeral channels to prevent sediment from entering perennial streams during the first winter following the fire. Straw bale dams work very well in areas that do not have native rock or logs, and are best in areas with low channel gradients giving increased sediment storage capacity.

Bank and Channel Armoring

This treatment is used to reduce the potential impacts from increased peak flows on unstable stream reaches. Armoring is the placement of rock along unstable stream banks and along the toe of slumps to provide stability against the increased peak flows anticipated as a result of the fire.

Channel Clearing

This treatment is utilized to reduce the potential for loss of life due to floatable debris clogging up behind bridges or clogging drainages, thus damming water and causing debris torrents.

Debris Basins

Debris basins are constructed structures built to trap and hold debris and sediment in depositional areas having large storage capacity. It is important to maintain the channel gradient and not dig the basin into the channel. Head cutting can result from improperly placed or constructed debris basins. It is important to have vehicle assess to the basin so it can be cleaned periodically to restore usefulness.

Dikes

Dikes are embankments constructed of earth or suitable materials to protect land against overflow or to regulate water. These may be constructed in areas damaged by wildfires to divert water and debris from damaging homes and property.

Diversions

Diversions are channels constructed across the slope with a supporting ridge on the lower side. The purpose is to divert excess water from one area and for use or safe disposal in other areas.

505.06 Government Agency Program Resources

(a) Introduction

Knowledge about government agency emergency programs, their responsibilities and knowing whom to contact during the initial stages of an emergency is critical. The various agency roles by branch of government are listed below.

(b) Federal Agency Roles and Responsibilities

1. Army Corps of Engineers

Two of the divisions within the Corps that NRCS and the project sponsors will have close contact with are the Emergency Management Division and the Regulatory Division.

i. Emergency Management Division

One of the missions of the Emergency Management Division is to provide assistance: within its authorities, when natural disasters or other emergencies occur. Public Law 84-99 enables the Corps to assist state and local authorities in flood fight activities and cost share in the repair of flood protection structures. Public Law 93-288 authorizes the Federal Emergency Management Agency to task the Corps with disaster recovery missions under the Federal Response Plan.

The Corps provides the following emergency programs:

Preparedness/Technical Assistance

The Corps conducts flood exercises and a training course with local communities, develops regional and local flood fight plans, and stocks supplies and equipment necessary for flood response.

Flood Fight Assistance

A local request for assistance is necessary to initiate a Corps emergency response. All requests are coordinated with the State Emergency Management Office prior to responding. In addition, the Emergency Office Center (EOC) notifies the U.S. Fish and Wildlife Service and the National Marine Fisheries Service.

Requests for flood fight assistance are evaluated by the Corps to assure the following:

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

Advance Measure Assistance

The Corps may perform Advance Measure projects prior to flooding to protect against loss of life or damage to property. An imminent threat of

unusual flooding must exist to justify Advance Measures assistance from the Corps.

The following criteria need to be met for Advance Measure Projects:

- A written request from the Governor or the Bureau of Indian Affairs is required for Corps assistance.
- An imminent threat of unusual flooding must exist.
- The project must be beyond the capability of local resources.
- The project must have a favorable benefit to cost ratio.
- The sponsor must sign a project agreement, in which the sponsor agrees to provide lands and/or rights-of-way, hold the Corps harmless, and agree to either remove all temporary work or upgrade the work to acceptable Corps standards.
- Corps assistance will be terminated when the imminent flood threat ends.

Levee Rehabilitation Assistance

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

ii. Regulatory Division

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

The Corps Nationwide 37 permit specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with "exigency" or "urgent and compelling" emergencies. The local sponsor and NRCS will notify the Corps verbally and in writing of the following items: name, address and telephone of the prospective permittee; location of project; brief description of the project; the purpose; direct and indirect adverse environmental effects the project may cause; other permits the

sponsor is seeking; and a wetland determination for the site. The regulatory division address is P.O. Box 3755, 4735 E. Marginal Way S., Seattle, WA 98124.

2. Federal Emergency Management Agency

The Federal Emergency Management Agency (FEMA) is an independent agency of the federal government, reporting to the President. FEMA's mission is to reduce the loss of life and property and protect our nation's critical infrastructure from all types of hazards through a comprehensive, risk-based, emergency management program of mitigation, preparedness, response and recovery. For "Presidential declared" disasters they coordinate the federal government activities. Some of their other duties include: advising on building codes and floodplain management; teaching people how to get through a disaster; helping equip local and state emergency preparedness personnel; making disaster assistance available to states, communities, businesses and individuals; training emergency managers; and administering the national flood and crime insurance programs.

FEMA Financial Assistance Programs

FEMA offers three financial assistance programs:

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

3. National Marine Fisheries Service

The National Marine Fisheries Service (NMFS) Northwest Region's mission is to conserve, protect, and manage Pacific salmon, groundfish, halibut and marine mammals and their habitats under the Endangered Species Acts (ESA) and other laws. NMFS plays a major role in emergency work activities. The Endangered Species Act (ESA) regulations specifically address emergency situations. The ESA regulations (50 CFR 402.05) define emergencies as unpredictable events, which have the potential to cause the imminent loss of human life or property. NMFS interprets the term "property" as pertaining to significant infrastructure: i.e., dwellings, office buildings, and/or key transportation corridors.

In a true emergency, the Federal action agency (i.e., the agency that funds, authorizes or carries out an action) is required to contact NMFS (ideally before action is taken) if the emergency action may affect listed species and/or

designated critical habitat. This contact constitutes the first stage in ESA Section 7 consultation, which is required when emergency consultation is initiated for emergency situations (50 CFR.402.05). The intent of this initial contact is to inform NMFS that emergency procedures are being invoked and that measures to minimize impacts will be employed. Where possible, NMFS may provide advice to reduce the potential for adverse effects on listed species.

To fully meet Section 7 consultation requirements, it is necessary to follow-up with NMFS after the emergency to conclude the consultation. This may require significant modification, or total removal, of the temporary solutions employed in the emergency once the emergency has subsided. Additional mitigation actions may be required to account for either the "taking" of listed fish and/or the loss of fish habitat.

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

5. **Environmental Protection Agency**
   Applicants wanting to perform work involving discharges of dredged or fill material into waters of the U.S. must apply for a Section 404 permit from the U.S. Army Corps of Engineers (see 6.2.1.2.). Section 401 of the Clean Water Act requires applicants for the 404 permit to also receive 401 Certification from the appropriate certifying agency. The Environmental Protection Agency is the certifying agency for activities that take place within National Parks and on federally recognized tribal lands.

6. **Forest Service**
   The Forest Service Burned Area Emergency Rehabilitation (BAER) program is designed to address resource problems caused by fires. The objectives of the program are to:

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

   The Forest Service receives special funds to inventory burned areas and to implement the rehabilitation efforts on Forest Service lands. They coordinate

the rehabilitation plans with several federal and state agencies including NRCS who can provide rehabilitation assistance on adjoining private lands.

NRCS can also fund emergency measures on Forest Service lands when there is a threat to life and/or property as a result of floods or other natural disasters (excluding fires). Note: The Forest Service receives their own emergency funds for restoration activities after wildfires on Forest Service administered lands.

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

(c) Washington State Agencies

1. **Emergency Management Division, Military Department**
   The mission of the Washington State Military Department, Emergency Management Division (EMD) is to coordinate all emergency management activities protecting the people, property, economy, and the environment within the state. The agency also administers, manages, and maintains the state Emergency Office Center (EOC) for coordination of the state's actions during an emergency or disaster. The primary EOC is located at Camp Murray, with 24 hour-a-day warning and communications capability.

   The EMD also provides emergency and disaster-related training and orientation to state and local officials to familiarize them with emergency or disaster-related responsibilities, operational concepts, and procedures. A listing of city and county emergency contacts can be found at http://emd.wa.gov/about/about_index.shtml

2. **Department of Fish and Wildlife**
   The Department of Fish and Wildlife's (WDFW) mission is to provide sound stewardship of fish and wildlife. The agency is made up of biologists, researchers, engineers, managers and other employees interested in managing fish, wildlife and habitat for future generations. They are responsible for approving and issuing hydraulic permits for projects adjacent to water bodies.

3. **Department of Ecology**
   The Department of Ecology (DOE) has several roles in emergency events. They serve as the lead agency for emergency pollution response and cause investigation; assist in flood control planning and flood fights and in post-emergency or disaster damage assessments; administer the Floodplain Management Program; coordinate drought planning, water supply loans and grants and the state Emergency Water Revolving Account; debris removal from river channels and lakes and serve as a member of the Preliminary Damage Assessment (PDA) Team to provide damage assessments on dikes,

levees, dams, drainage channels, irrigation works, and public and private non-profit utilities, such as sanitary sewage systems, storm drainage systems, dam systems.

DOE is also the certifying agency for the Section 401 Clean Water Act. This permit is needed for all projects that discharge fill or dredged materials into the waters of the U.S. that are located outside of National Park boundaries and federally recognized tribal lands.

4. **Department of Natural Resources**
   The Department of Natural Resources (DNR) assists in the Emergency Office Center coordinating emergency or disaster fire fighting/suppression activities. They also mobilize personnel and equipment during emergency or disaster operations for suppression and control of wild land fires.

   The aquatic section of DNR is also responsible for managing 2.5 million acres of state aquatic lands. An Aquatic Resources Use Authorization Notification may be needed for projects located on commercial navigable water bodies that were established before statehood. Contact needs to be made with the appropriate DNR assistant regional manager to determine if a proposed project needs an authorization notification.

5. **Department of Archaeology and Historic Preservation**
   The Department of Archaeology and Historic Preservation can provide information on known archaeological sites within a given area. Acquiring this information in the initial planning phase is critical.

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

   NRCS working with a cultural resources specialist will query the data bases for all known cultural resources found in the National Register of Historic Places (NRHP) and the Washington State Historic Preservation Office (SHPO) for all EWP sites. Also, local tribal entities will be advised of potential restoration activities and their location. A cultural resource specialist will conduct a site investigation.

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

(d) Tribes Located in Washington

Each Tribe located in Washington has independent permitting and consultation procedures. It is critical that the project sponsor and NRCS work closely with the

local tribes before, during and after the recovery efforts are completed. The Washington State Tribal contact information is located in *Appendix H*.

505.07 Appendices

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Appendix A – EWP Eligibility Screening Worksheet

To be completed by the Local NRCS Field Office			
Site Name:		**County:**	
Specific Location:		**Date:**	
Completed By:		**Title:**	
Damage Description[1]:			

☐**TRUE** ☐**FALSE**	There been an unusual event that has caused watershed impairment[2] that is causing an immediate[3] or imminent threat[4] to life and property[5].
☐**TRUE** ☐**FALSE**	The threat to life and property significantly exceeds that which existed prior to the impairment.
☐**TRUE** ☐**FALSE**	Recovery measures would be for runoff retardation or soil erosion prevention.
☐**TRUE** ☐**FALSE**	EWP funds have NOT been utilized within the past TEN years at the exact damaged location.
☐**TRUE** ☐**FALSE**	The damages are NOT considered typical O&M activities.
☐**TRUE** ☐**FALSE**	The damages area is NOT part on a pre-existing or ongoing problem.
☐**TRUE** ☐**FALSE**	Recovery measures are free from environmental and cultural resource roadblocks and are economically defensible.
☐**TRUE** ☐**FALSE**	EWP Funds will NOT be used to repair, rebuild or maintain private or public transportation facilities, utilities or similar facilities.
☐**TRUE** ☐**FALSE**	The site is NOT on Federal Land.
☐**TRUE** ☐**FALSE**	All other financial resources have been expended or insufficient funding is available.
☐**TRUE** ☐**FALSE**	Work is NOT on a levee where the upstream drainage is greater than 400 square miles.
☐**TRUE** ☐**FALSE**	Work is NOT to remove sediment or debris from reservoirs or debris basins.

☐ **Eligible** ☐ **Not Eligible**	**NOTE:** If any of the responses are FALSE, then the initial determination is that the site is NOT eligible.

[1] Photographs should be taken of the damages and utilized for eligibility determination.
[2] To include debris-clogged streams, unstable stream banks, channel migration, damaged upland vegetative cover.
[3] Immediate action is needed in order to remove the threat life and property.
[4] A substantial natural occurrence that could cause significant damage to property or threaten life in the near future.
[5] Includes; residential structures, homes, utilities, high value cropland, agricultural infrastructure.

Appendix B – Sponsor In-Kind Calculation Worksheet

	Installation Costs		Service Costs	
Mobilization/Demobilization				Sponsor $
	Sponsor $	NRCS $	Survey work	$0.00
	$0.00	$0.00	Project design	$0.00
			Inspection	$0.00
Structural Materials			Contract prep.	$0.00
	Sponsor $	NRCS $	Contract admin.	$0.00
Rock	$0.00	$0.00		
Gravel			Total	$0.00
Earth fill		$0.00		
Root wads				
Other				
Total	$0.00	$0.00		
Vegetation				
	Sponsor $	NRCS $		
Seed				
Grass Seeding	$0.00	$0.00		
Shrubs/Trees		$0.00		
Plant installation	$0.00	$0.00		
Mulch				
Other				
Total	$0.00	$0.00		
Construction Activity				
	Sponsor $	NRCS $		
Clearing		$0.00		
Earth work		$0.00		
Debris removal	$0.00			
Other				
Total	$0.00	$0.00		
Total Installation Cost			**$0.00**	
NRCS share (75%)	$0.00			
Sponsor share (25%)	$0.00			
Summary of In-kind credit provided by sponsor				
Installation Costs		$0.00		
Service Costs		$0.00		
Total In-kind provided by sponsor		$0.00		
Sponsor 25% cost share of Installation cost			$0.00	
Total In-kind provided by sponsor			$0.00	
Amount due from sponsor			$0.00	
Amount owed to sponsor			$0.00	

Certification and Acceptance of In-Kind Services:

Sponsor Certification Date	State Administration Officer, NRCS Date
	EWP Program Manager, NRCS Date

Appendix C – Case File Contents

The following items are to be part of each EWP case file.

- Copy of EWP eligibility determination (Damage Survey Report)
- Project Agreement
- Operation and Maintenance Plan/Agreement
- Location and Plan Map
- Completed land rights certification (ADS-78)
- Copies of all permits
- Cultural Resource information (This information is restricted from release and should be clearly identified in order to protect it from inadvertent release)
- Environmental Evaluation (CPA 52)
- Project design, computations, quantities, job class, etc.
- Construction drawings and specifications
- 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 D – Sponsor Fact Sheet

EWP Project Sponsor Fact Sheet

A "Project Sponsor" is any legal subdivision of a Tribe, State or Local government including the following:

- ***Cities***
- ***Counties***
- ***Local Government***
- ***Conservation Districts***
- ***Tribal nations***
- ***Flood Control Districts***

Potential Project sponsors for EWP projects must be willing and able to complete the following:

- ***As Sponsor you must be willing to enter into an agreement with NRCS.***
- ***As Sponsor you must contribute 25% matching funds for the entire cost of the restoration work.***
- ***As Sponsor you must be able to acquire all easements to complete the restoration activities.***
- ***As Sponsor you must acquire all permits for the restoration activities.***
- ***As Sponsor you must have the capability to carry out all operation and maintenance responsibilities.***
- ***As Sponsor you may be required to administer all construction contracting.***

Appendix E - Sample Letter Requesting NRCS Assistance through the EWP Program

R.L. "Gus" Hughbanks
State Conservationist
Natural Resources Conservation Service
316 W. Boone Ave., Suite 450
Spokane, WA 99201

Dear Mr. Hughbanks,

We request Federal assistance under provisions Section 403, Agricultural Credit Act of 1978, to restore damages sustained on _____ caused by storms/fires of _____.

(Describe location of disaster occurrence and scope of damage)

This work is needed to safeguard lives and property from the imminent hazard created by this disaster.

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

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

Please contact _____ for any additional information needed.

Sincerely,

Title (President, Chair, etc.)

Appendix F – Previous EWP Project Costs

West Area EWP

JOB	TOTAL PROJECT LENGTH (feet)	COMPONENTS																		TOTAL PROJECT COST PER LF
		RIPRAP / Rock Toe	COST PER LF	ROCK TOE	COST PER LF	BARBS, DEFLECTORS, Vanes	COST PER LF	WOODY DEBRIS	COST PER LF	GABIONS	COST PER LF	REINFORCED EARTH	COST PER LF	CHANNEL CLEARING	COST PER LF	DIKE	COST PER LF	ACCESS	COST PER LF	
Nelson/ Powell 1997	535	10' high x 4' thick	$586	---		5 @ 15' long x 3' high	$65	1 tree in each barb (sub to riprap)	NA	---		---		---		---		1800' road to be built	NA	$651 ($963)
James Road 1997	1300	24' high x 3.5' thick	$330	---		10 @ 15' long x 10' high	$63	1 tree in each barb (sub to riprap)	NA									simple	NA	$393 ($582) ♣
Daybreak Dike 1997	950	15' high x 4.5' thick	$282	7.5' high x 4.5' thick	$256	3 @ 25' long x 7.5' high	$29	1 tree in each barb (sub to riprap)	NA			7' high	$184			5' high x 10' top width	$102	simple	NA	$505 ($747) ♣
Paul Kyle 1997	564	16' high x 5' thick	$360	---		3 @ 33' long x 6' high	$14	---		---		---		---		---		moderate	NA	$366 ($542) ♣
Nisqually Pines 1997	366	5' thick fill for Gabion found. + 5' boulders	$395	---		---		3 trees in each of 4 boulder clumps	NA	3 gabions high	$284	---		---		----		simple	NA	$614 ($909) ♣
Robe Valley 2005	850	---		---		4 @ 200 long x 10' thick / 800' dewatering channel	?	8 Constructed Log Jams	?	---		---		---		---		simple	NA	$1153 ($1153) ♣
Upper Willapa River 2008	700	---		---		----		---		---		---		Sediment/ Debris Removal - 10' btm x 5' deep	$60	---		simple	NA	$60
Swift Creek Dike Repair 2008	100	---		---		---		---		---		---		---		12' width x 8' high, 8' deep scour hole	$687	simple	NA	$687
Chico Creek 2008, 3-separate sites	350	---		6' high x 4.5' thick, (350')	?	3 @ 25' long x 6' high	?	Log Crib Wall 12 feet in height (150')/8 Log Structures	?	---		---		---		---		moderate	NA	$700

♣ Dollar figures in (Red) reflect current cost year of 2008 based on the CPI conversion factor of 1.48 x 1997 construction cost.

♣ Dollar figures in (Blue) reflect current cost year of 2008 based on the CPI conversion factor of 1.048 x 2005 construction cost.

East Area EWP

JOB	TOTAL PROJECT LENGTH (feet)	COMPONENTS																		TOTAL PROJECT COST PER
		RIPRAP	COST PER LF	ROCK TOE	COST PER LF	BARBS, DEFLECTORS	COST PER LF	WOODY DEBRIS	COST PER LF	GABIONS	COST PER LF	REINFORCED EARTH	COST PER LF	CHANNEL CLEARING	COST PER LF	DIKE	COST PER LF	ACCESS	COST PER LF	
City of Cusic 1997	1263	---				---		---		---		---		---		12' top width x 6' high	$57	simple	NA	$57 ($84) ♣
Ferry County Fairgrounds 1997	1700	---				----		---		---		---		Sediment Removal - 10' btm x 5' deep	$43			simple	NA	$43 ($64) ♣
Dozier/ McCaw 1997	1675	---				21 @ 25' long x 8' high	$78	1 tree in each barb (sub to riprap)	NA	---		---		---		---		simple	NA	$78 ($115) ♣
Thompson 1997	104	11' high x 3.5' thick	$715	---		---		---		---		---		---		---		difficult	NA	$715 ($1058) ♣
City of Rockford 1997	1400	9.5' high x 3.5' thick	$113	---		---		---		---		---		---		---		simple	NA	$113 ($167) ♣

♣ Dollar figures in (Red) reflect current cost year of 2008 based on the CPI conversion factor of 1.48 x 1997 cost

Appendix G – Permit Agency Point of Contact List Format

NRCS Field Office_____

County_____

	Agency	*Permit Name*	*Agency Contact*	*Phone Number*
Federal				
State				
Local				
Tribal				

Appendix H – Washington State Tribal Contact Information

Organization	*Address*	*City*	*State*	*Postal Code*	*Work Phone*
Chehalis	P.O. Box 536	Oakville	WA	98568-	(360) 273-5911
Colville	P.O Box 150	Nespelem	WA	99155-	(509) 634-4711
Cowlitz	P.O. Box 2547	Longview	WA	98362-	(360) 425-1880
Hoh	2464 Lower Hoh Rd.	Forks	WA	98331-	(360) 374-6582
Jamestown S'Kallam	1033 Old Blyn Highway	Sequim	WA	98382-	(360) 683-5375
Kalispel	P.O. Box 39	Usk	WA	99180-	(509) 445-1147
Lower Elwha Klallam	2851Lower Elwha Rd.	Port Angeles	WA	98362-	(360) 452-8471
Lummi	2616 Kwina Rd.	Bellingham	WA	98226-	(360) 734-8180
Makah	P.O. Box 115	Neah Bay	WA	98357-	(360) 645-2201
Muckleshoot	39015 172nd Ave. SE	Auburn	WA	98002-	(206) 939-3311
Nisqually	4820 She-Nah-Num Dr. SE	Olympia	WA	98503-	(360) 456-5221
Nooksak	P.O. Box 157	Deming	WA	98244-	(360) 592-5176
Port Gamble S'Klallam	P.O. Box 280	Kingston	WA	98346-	(360) 464-7281
Puyallup	2002 E. 28th St.	Tacoma	WA	98404-	(253) 597-6200
Quileute	P.O. Box 279	La Push	WA	98350-	(360) 374-6311
Quinault	P.O. Box 189	Taholah	WA	98587-	(360) 276-8211
Sauk-Suiattle	5318 Chief Brown Lane	Darrington	WA	98241-	(360) 435-8366
Shoalwater	P.O. Box 130	Tokeland	WA	98214-	(360) 267-6766
Skokomish	N. 80 Tribal Center Rd.	Shelton	WA	98584-	(360) 426-4232
Spokane	P.O. Box 100	Wellpinit	WA	99040-	(509) 258-4581
Squaxin Island	West 81 Highway 108	Shelton	WA	98584-	(360) 426-9781
Stillaquamish	3439 Stoluckquamish Lane	Stillaquamish	WA	98223-	(360) 652-7362
Suquamish	P.O. Box 498	Suquamish	WA	98392-	(360) 598-3311
Swinomish	P.O. Box 817	La Conner	WA	98257-	(360) 466-3163
Tulalip	6700 Totem Beach Rd.	Marysville	WA	98271-	(360) 653-4585
Upper Skagit	2284 Community Plaza Way	Sedro Wolley	WA	98284-	(360) 856-5501
Yakama	P.O. Box 151	Toppinish	WA	98948-	(509) 865-5121

Appendix I - Sample Project Agreement

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT – _____ EWP PROJECT
LOCAL AWARD

THIS AGREEMENT, effective upon receipt of last signature, by and between _____, a political subdivision of the State of Washington, hereinafter called the Sponsor, and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

AUTHORIZATION, 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. (CFDA 10.923 EMERGENCY WATERSHED PROTECTION PROGRAM)

WITNESSED THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that caused 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 below, the Sponsor and NRCS do hereby agree as follows:

A. Project Description

It is agreed that the following described work shall be constructed at an estimated cost of $_____. This work will be completed on the _____ _____. The project measures include _____
_____
_____ and all required mitigation measures that are currently stipulated in the project permits or result during the consultation process from this federal action.

B. Sponsor Responsibilities:

1. Provide 25% of the cost of the emergency watershed protection measures. The estimated cost to the Sponsor is $_____.

2. Provide certification that real property rights have been obtained for installation of the emergency watershed protection measures and all Federal Consultation Mitigation measure resulting from this project specified in this Agreement by submission of the Assurances Related to Real Property Form SCS-ADS-78. The attorney's opinion referred to on the form is not required.

3. Obtain adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in this Agreement. The Sponsor shall be responsible for all excess costs resulting from its failure to obtain, or its delay in obtaining, such rights, permits and licenses.

4. If applicable, complete the attached "Clean Air and Water Certification", and comply with the attached "Clean Air and Water Clause."

5. Provide the NRCS Cultural Resource Discovery Plan to the Inspector and Contractor prior to construction activities commencing.

6. Serve as the Contracting Local Organization (CLO).

7. Appoint a Contracting Officer and an authorized representative who shall have authority to act for the Contracting Officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the State Administrative Officer (SAO).

8. Provide an inspector with the qualifications to ensure that the dike breach repairs are made in accordance with the construction plans and specifications and furnish the inspectors name and qualification to the SAO.

9. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters

10. Be responsible for the development of designs and standards and specifications, subject to review and approval by NRCS of final plans for construction of the emergency watershed protection measures described in this Agreement.

11. Issue an invitation for bids, which is to contain NRCS requirements including drawings and specifications and applicable CLO requirements, when concurred in by the SAO. Use of Sponsor "Approved Contractors" without further

competition is acceptable without further concurrence of the SAO. The Sponsor will notify the SAO if selected contractors are listed on the federal de-barred contractor list. http://www.epls.gov/

12. Receive, protect, and open bids. Determine the lowest qualified bidder, and with written concurrence of the SAO, make award. Not applicable if "Approved Contractors" are used.

13. Notify the SAO before approving the contractor's proposed workweek and time of day during which work will be performed, and before approving any changes in the approved workweek and time of day during which work will be performed.

14. Notify the Government Representative before approving the construction schedule.

15. Notify the SAO before approving the performance and payment bonds.

16. Notify the SAO, before approving subcontractors. The Sponsor will notify the SAO if selected subcontractors are listed on the federal de-barred contractor list. http://www.epls.gov/ .

17. Notify the SAO, before issuing the "Notice to Proceed."

18. Secure written concurrence of the SAO, before approving a waiver or an adaptation of any of the safety provisions.

19. Secure written concurrence of the SAO, before giving consent for the contractor to (a) assign the contract in whole or in part or (b) assign any monies due or to become due under the contract.

20. Secure written concurrence of the SAO before waiving the requirement for any material certification.

21. Secure written concurrence of the SAO, before modifying the contract and NRCS concurrence before issuing suspend and resume work orders; modify the contract and issue suspend and resume work orders when recommended by the NRCS.

22. Pay the contractor as provided in the contract. Request reimbursement from NRCS upon submission of the Request for Reimbursement Form, SF-270, with documentation to support the request.

23. Upon acceptance of work by NRCS from the contractor, assume responsibility for operation and maintenance, in accordance with the Operation and Maintenance

Agreement, Attachment B, attached hereto and incorporated herein. O&M agreement is not required for debris removal projects.

24. Dispose of all claims resulting from the contract and secure prior written concurrence of the SAO if NRCS funds are involved.

25. Be liable to NRCS for damages sustained by NRCS as a result of the contractor failing to complete the contract work within the specified contract period. The amount of such damages shall be withheld by NRCS as the damages accrue from funds that may become due and payable to the Sponsor.

26. Hold harmless and indemnify NRCS from any and all claims or causes of action whatsoever resulting from the obligation undertaken under this agreement or resulting from the work provided for in this agreement.

27. Secure written concurrence of the SAO, before termination of the contract or the contractor's right to proceed under the contract, and take such actions when requested to do so by the SAO.

28. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the CLO has against the contractor or his or her sureties.

29. Arrange for and conduct final inspection of completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with the contractual requirements. Secure written concurrence of the SAO before notifying the contractor of acceptance of the job.

30. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the CLO arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contract.

31. Retain all records dealing with the award and administration of the contract for three (3) years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved. If any litigation is started before the expiration of the three-year period, the records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer.

32. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excepts, and transcriptions.

33. Comply with the Special Provisions, identified as Attachment A which are attached and incorporated as a part of this agreement.

34. Payment will be made via Electronic Funds Transfer (EFT). The Sponsor will complete Form SF-1199a and submit at the time of signature of this agreement.

35. The Sponsor's Tax Identification Number is: _____.

36. The Sponsor's DUNS Number is: _____.

37. Liaison Designated:

Sponsor Representative
NAME: ADDRESS: ADDRESS: ADDRESS: PHONE: FAX: EMAIL:

C. NRCS Responsibilities:

1. Provide 75% of the cost of the emergency watershed protection measures described in this Agreement. The estimated cost to NRCS is $_____.

2. Consult with the CLO in preparing the invitation for bids, and awarding and administering the contract.

3. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of the Form SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

4. Contacts:

NRCS Technical Contact	**NRCS SAO**
Area Conservationist or Appointee	State Administrative Officer 316 West Boone Avenue, Suite 450 Spokane, WA 99201-2348 (509) 323-2921; Fax (509) 323-2909 Stefan.fechter@wa.usda.gov

RESPONSIBLE OFFICIAL	PAYMENT PROCESSING:
EWP Program Manager 316 West Boone Avenue, Suite 450 Spokane, WA 99201-2348 (509) 323-2955; Fax (509) 323-2909 Larry.a.johnson@wa.usda.gov	 USDA/NRCS ATTN: Financial Management 316 West Boone Avenue Spokane, WA 99201-2348

5. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. 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 related Association of Sponsors. They also shall not assist the Sponsor, or any related Association of Sponsors 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 related Association of Sponsors, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

D. It is Mutually Agreed:

1. This agreement shall be come null and void 30 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. This Agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.

2. The furnishing of financial and other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of Congress to appropriate.

3. NRCS may terminate this Agreement in whole or in part if NRCS determines that the Sponsor has failed to comply with any conditions of the Agreement. NRCS shall promptly notify the Sponsor in writing of the determination and the reason for termination, together with the effective date of termination. Payments or recoveries made by the NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

4. Either party may terminate this contract upon 30 days written notice, Provided that, no such termination may occur after the execution of the construction contract for construction of the emergency watershed protection measures specified in this Agreement.

5. This Agreement may be temporarily suspended if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this Agreement. Further, NRCS may suspend this Agreement when it is evident that a termination is pending. During any period of suspension, the Sponsor shall cease work on the emergency watershed protection measures until notified to resume work by NRCS.

6. Employees of CLO shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

7. Any dispute between NRCS and CLO arising under this agreement that cannot be resolved at the local level shall be referred to the NRCS State Conservationist. It is agreed that this is not a contract subject to the Contract Disputes Act, 41 U.S.C. 601, et.seq.

8. In the event of default by the construction contractor on the contract for construction, additional funds required as a result of the termination of that construction contract shall be provided at the same ratio as construction funds are contributed by the parties under the terms of this Agreement.

9. No contract modification shall be made to this Agreement, without agreement between the parties to this Agreement, by written modification, signed by authorized individuals of the Sponsor and NRCS.

10. Additional funds, properly allocated as construction costs as determined by the NRCS, required as a result of a contractor's claim or modifications, shall be provided in the same ratio as construction funds described above.

11. It is agreed, estimated quantities stated in the resultant construction contract, either federal, or a locally let contract, are subject to change based on final calculations. If the final price of the contract is increased due to these calculations, cost of the increase shall be born at the same ratio stated in this Agreement.

12. NRCS liability is limited to that which is covered by the Federal Tort Claims Act.

13. By signing this agreement, the Sponsor assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable federal civil rights laws, rules, regulations, and policies.

14. This agreement will expire _____ days after the date of the last signature.

SPONSOR

_____ _____

Authorized Signature Date

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

_____ _____

R. L. "Gus" HUGHBANKS Date

State Conservationist

Appendix J – ADS-078 Assurance of Real Property Form

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE – This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measure 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 we 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 sponsors(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 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 proceeding to a final conclusion and pay such damages as awarded by the court.

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____on_____

day of _____, 19_____,

at _____

State of _____

Attest: _____
(Name)

_____
(Title)

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____on_____

day of _____, 19_____

at _____

State of _____

Attest: _____
(Name)

_____
(Title)

Appendix K – Sample Operation and Maintenance (O&M) Plan

OPERATION AND MAINTENANCE AGREEMENT/PLAN

for the

_____EWP Project

(Project Name)

GENERAL

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

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

NRCS Practice Code	Practice Name O&M Plan	Attached
350, 638	**Sediment Basin**	❒
356	**Dike**	❒
410	**Grade Stabilization Structure**	❒
560	**Access Road**	❒
580	**Streambank or Shoreline Protection**	❒
582	**Open Channel**	❒
584	**Channel Stabilization**	❒
606	**Subsurface Drain**	❒

I. OPERATION

A. The NRCS will provide technical services as are available for assistance in proper operation of the works of improvement.

B. The Sponsor will:

1. Be responsible for the operation of the works of improvement in accordance with the attached O&M plans.
2. Take necessary steps to ensure that the project functions in the manner for it was designed.

II. MAINTENANCE

A. The Sponsor will:

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

III. IT IS MUTUALLY AGREED THAT

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

IV. TIME OF RESPONSIBILITY

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

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

Appendix L – Sample Notice Letter

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
316 W. Boone Ave. Suite 450
Spokane, WA 99201-2348

phone 509-323-2900
fax 509-323-2909
web site www.wa.nrcs.usda.gov

February 26, 2008

Name
Potentially Interested Agency
Address

The Natural Resources Conservation Service (NRCS) is giving notice that we will be assisting _____ County with an emergency action involving repairing and stabilizing three sites along _____ Creek. The eroded stream bank areas are located both upstream and downstream from the confluence of _____ Creek and _____ Creek in _____ County. The three sites are known as the _____, _____ and _____ properties. The three impacted sites, combined, are approximately _____ feet in length. These sites eroded during an extreme weather event of December 2-4, 2007. The _____ and _____ Creeks watershed received a significant amount of intense rain and high winds during a 3 day period. This event, estimated to be over a 500 year runoff, caused high flows to cut away stream banks in many areas. Both life and property is at risk and the threat needs to be removed immediately.

NRCS intends to provide Federal Assistance under the following authorities:

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

The stream bank stabilization project consists of:

- Placing large woody debris (LWD) and rock components on three individual sites totaling approximately 350 lineal feet.
- Protection of a church and two homes that are immediately threatened by the active eroding stream bank.
- The use of LWD with rock ballast will be the primary stream bank protection measure to ensure stability.
- The upper bank region will be either planted with willow trees/shrubs or stabilized utilizing bio-engineered techniques.

The location of the Federal Action is in Sections 7&8, T24N, R1W.

The NRCS funded project will begin March 10, 2008 and is expected to be finished by April 4, 2008.

NRCS is aware of our legal responsibilities while engaging in a Federal Action. An initial Damage Survey Report has been prepared. Throughout the planning and implementation of the proposed action, effects will be analyzed and documented as they relate to the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Magnuson-Stevens Act, Federal Water Pollution Control Act, Environmental Justice, National Historic Preservation Act (NHPA), and Floodplain Management. In accordance with NRCS policy and extant agreements with mandatory consulting parties, NHPA and ESA consultation and coordination will occur during and after the stream bank stabilization project.

Please provide any resource information you may have concerning this site. This information will assist us during the planning and implementation of this action. Please provide resource information to Larry Johnson, Emergency Watershed Protection Program Manager at the above address. Any questions can also be directed to Mr. Johnson at (509) 323-2955 or at larry.a.johnson@wa.usda.gov.

Sincerely

R. L. "GUS" HUGHBANKS
State Conservationist

Appendix M - Threatened and Endangered Species in WA State, from USFWS

Notes:

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

Listed species (based on published population data) -- 44 listings

Animals -- 35

Status	***Species/Listing Name***
E	Albatross, short-tailed (*Phoebastria (=Diomedea) albatrus*)
T	Bear, grizzly lower 48 States, except where listed as an experimental population or delisted (*Ursus arctos horribilis*)
T	Butterfly, Oregon silverspot (*Speyeria zerene hippolyta*)
E	Caribou, woodland Selkirk Mountain population (*Rangifer tarandus caribou*)
E	Curlew, Eskimo (*Numenius borealis*)
E	Deer, Columbian white-tailed Columbia River DPS (*Odocoileus virginianus leucurus*)
T	Lynx, Canada lower 48 States DPS (*Lynx canadensis*)
T	Murrelet, marbled CA, OR, WA (*Brachyramphus marmoratus*)
T	Otter, southern sea except where XN (*Enhydra lutris nereis*)
T	Owl, northern spotted (*Strix occidentalis caurina*)
E	Pelican, brown except U.S. Atlantic coast, FL, AL (*Pelecanus occidentalis*)
T	Plover, western snowy Pacific coastal pop. (*Charadrius alexandrinus nivosus*)
E	Rabbit, pygmy Columbia Basin DPS (*Brachylagus idahoensis*)
T	Salmon, chinook Puget Sound (*Oncorhynchus (=Salmo) tshawytscha*)
T	Salmon, chinook fall Snake R. (*Oncorhynchus (=Salmo) tshawytscha*)
T	Salmon, sockeye U.S.A. (Ozette Lake, WA) (*Oncorhynchus (=Salmo) nerka*)

Listed species (based on published population data) -- 44 listings

Animals – 35 (Continued)

T	Sea turtle, green except where endangered (*Chelonia mydas*)
E	Sea turtle, leatherback (*Dermochelys coriacea*)
T	Sea-lion, Steller eastern pop. (*Eumetopias jubatus*)
E	Sea-lion, Steller western pop. (*Eumetopias jubatus*)
T	Steelhead Puget Sound DPS (*Oncorhynchus (=Salmo) mykiss*)
T	Steelhead Snake R. Basin (*Oncorhynchus (=Salmo) mykiss*)
T	Steelhead lower Columbia R. (*Oncorhynchus (=Salmo) mykiss*)
T	Steelhead middle Columbia R. (*Oncorhynchus (=Salmo) mykiss*)
T	Steelhead upper Columbia R. Basin (*Oncorhynchus (=Salmo) mykiss*)
T	Trout, bull U.S.A., conterminous, lower 48 states (*Salvelinus confluentus*)
T	Salmon, chinook lower Columbia R. (*Oncorhynchus (=Salmo) tshawytscha*)
E	Salmon, chinook spring upper Columbia R. (*Oncorhynchus (=Salmo) tshawytscha*)
T	Salmon, chinook spring/summer Snake R. (*Oncorhynchus (=Salmo) tshawytscha*)
T	Salmon, chum Columbia R. (*Oncorhynchus (=Salmo) keta*)
T	Salmon, chum summer-run Hood Canal (*Oncorhynchus (=Salmo) keta*)
T	Salmon, coho Lower Columbia River (*Oncorhynchus (=Salmo) kisutch*)
E	Whale, humpback (*Megaptera novaeangliae*)
E	Whale, killer Southern Resident DPS (*Orcinus orca*)
E	Wolf, gray Lower 48 States, except where delisted and where XN. Mexico. (*Canis lupus*)

Plants -- 9

Status	***Species/Listing Name***
T	Catchfly, Spalding's (*Silene spaldingii*)
T	Checker-mallow, Nelson's (*Sidalcea nelsoniana*)
E	Checkermallow, Wenatchee Mountains (*Sidalcea oregana var. calva*)
E	Desert-parsley, Bradshaw's (*Lomatium bradshawii*)

Appendix N - Engineering Design and Surveying Standards

Stream Bank Protection Design Level:

1. The minimum design level for bank erosion protection will be the 25-year flood frequency.
2. Maximum design level for bank protection will not exceed 100-year frequency.
3. The selected design frequency level shall be appropriate as to the direct threat to life and property.
4. All designs must be in compliance with Washington State laws.
5. Hydraulic permit approval requirements sometimes stipulate a 100-year design level.

Degree of Survey and Layout:

1. The survey must be detailed enough to estimate quantities with a fair degree of accuracy, striving for quantity estimates that are within +/- 15 percent actual surveyed quantities.
2. If necessary, Bench Marks shall be identified clearly on the construction drawings, survey notes and in the field.
3. If necessary, a baseline must be established and done in the field before and after quantity construction surveys.
4. The base line must be complete enough to layout all possible project measures.

Construction Drawings/Specifications:

1. Construction drawings must be complete enough to construct the project with minimal oversight from a NRCS inspector or Project Engineer.
2. If needed to convey construction requirements, the construction drawings should have the following: plan view, profile, cross section details, detail drawings, baseline with stationing, all significant topographical or geographical features that may impact the contractor when constructing the project, apparent property lines, buildings, fences, utilities (if know), bridges and the identified access route to the project site.
3. National Engineering Handbook 20 specifications and items of work will be utilized for all federal construction contracts.

Design Documentation:

1. Design reports, addressing all of the design considerations, are needed, and should include the following if applicable: slope stability, seepage analysis, hydrology, hydraulics, geologic conditions, and channel geomorphology.
2. Must have all technical documentation and computations to support the project elements.
3. In exigency situations, the level of design documentation may be very limited relying on professional judgment. The SCE will provide guidance on a case by case basis.

Appendix O – List of Procurement Ready Documents

The following documents are required under the federal contracting process:

1. Construction Drawings
2. Construction Specifications
3. Government Estimate
4. Bid Schedule
5. Project Synopsis