

**Emergency Employment of Army and Other Resources  
CIVIL EMERGENCY MANAGEMENT PROGRAM - PROCEDURES  
RCS CECW-O-65  
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## CHAPTER 1 INTRODUCTION

**1-1. Purpose.** This pamphlet prescribes processes and procedures for the management and execution of the Civil Emergency Management (CEM) Program of the U.S. Army Corps of Engineers (USACE) under the authorities of 33 USC 701n (commonly referred to as Public Law (PL) 84-99); The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) (The Stafford Act); Army Regulation (AR) 500-60, Disaster Relief; Engineer Regulation (ER) 500-1-1, Civil Emergency Management Program; and ER 1130-2-530, Flood Control Operations and Maintenance Policies. This pamphlet is a companion document to, and must be used in conjunction with, ER 500-1-1. For clarity and ease of usage, chapter numbering in this pamphlet replicates that used in ER 500-1-1. In case of a discrepancy between this pamphlet and ER 500-1-1, ER 500-1-1 governs.

**1-2. Applicability.** This pamphlet applies to HQUSACE elements, Major Subordinate Commands (MSC's), districts, laboratories, the 249th Engineer Battalion (Prime Power), and other field operating activities (FOA) of USACE. This pamphlet is applicable in the fifty states, the District of Columbia, and the territories of the United States, unless provided otherwise by law. For instance, certain Stafford Act provisions apply to the Federated States of Micronesia, the Marshall Islands, and the Republic of Palau. The Pacific Ocean Division and Honolulu District are permitted to conduct preparedness activities that support authorized Stafford Act activities in these areas. Supplementation of this pamphlet is not permitted.

**1-3. Distribution Statement.** Approved for public release, distribution is unlimited.

**1-4. References.** See ER 500-1-1, Appendix A.

**1-5. Glossary of Acronyms and Terms.** See the Glossary at the end of this pamphlet.

**1-6. Responsibilities.** The emergency management authorities and responsibilities of commanders at all levels within USACE are contained in ER 500-1-1, Chapter 1.

**1-7. Mission Statement.** The mission statement for USACE Civil Emergency Management is shown in Figure 1-1, on page 1-2.

**USACE continuously provides timely, effective, and efficient disaster preparedness, response, recovery, and mitigation projects and services on a nationwide basis to reduce loss of life and property damage under DOD, USACE, FEMA, and other agencies' authorities.**

**Figure 1-1. USACE Emergency Management Mission Statement**

**CHAPTER 2  
CEM PROGRAM IMPLEMENTATION**

**2-1. Authorities.** Refer to Chapter 2, ER 500-1-1.

**2-2. Funding for the CEM Program.** ER 11-1-320 provides policies and procedures for funding for the CEM Program. This pamphlet contains supplementary and amplifying processes and procedures regarding funding actions. Figure 2-1 below summarizes funding action procedures and requirements for CEM Program implementation.

FUNDS REQUEST MATRIX											
	Cat 100		Cat 200								
	Normal	Out of Cycle	Flood or Coastal Storm (Victim District) (210)	Other Natural Disaster (Victim District) (210)	Support to Victim District (210)	AAR (220)	Post Flood Response (230)	Supplies and Equipment (240)	Support from Others (250)	Operational Support (260)	
Requesting Office	EM/PM	EM/PM	EM	EM	EM	EM	EM	EM	EM	EM	
Supporting Reqs	IAW Annual budget cycle reqt	Justification			Requires formal task or directive from UOC, MSC HQ, or victim district.	IAW ER 500-1-1	Written request from Governor and State request for FEMA Disaster Declaration	IAW ER 500-1-1	IAW ER 500-1-1. Requires Class 210 Declaration of Emergency.	IAW ER 500-1-1 for authorized orgns.	
DE Decl of Emergency Required?	No	No	Yes (1)	Yes (1)	No	No	Yes (1)	No	No	No	
Cat 300, Cat 400, Cat 500											
	Cat 300						Cat 400			Cat 500	
	Rehab (310/320/330)	Rehab Invest (340)	IEI's (350)	CEI's (360)	ILTF (370)	FCW Database (380)	Invest/Tech Asst/ PIR Prep (430)	Contamin'd Water Project (410)	Drought Project (420)	Invest/Tech Asst/ PIR Prep (520)	Advance Measures Project (510)
Requesting Office	EM	EM	EM	EM	EM	EM	EM	EM	EM	EM	EM
Supporting Reqs	Approved PIR.	Rehab request from public sponsor of active FCW project.	Request from public sponsor for IEI	Part of annual FCCE budget request.	HQUSACE approval to activate ILTF	Part of annual FCCE budget request.	Request from appropriate State official	Governor's request	Governor's request	Request from appropriate State official	Governor's request
DE Decl of Emergency Required?	No	No	No	No	No	No	No	Yes (1)	Yes (1)	No	Yes (1)
NOTES (1) Is delegated to D/DE or any supervisor down to Acting EM Chief level unless withdrawn by DE. Declaration explicitly directs EOC activation.											

**Figure 2-1. Funds Request Matrix**

- a. For transfer of funds authority, refer to ER 11-2-201.
- b. Reprogramming of Category 100 funds will be in accordance with ER 11-2-201.
- c. No reprogramming of Category 200 - 500 funds is permitted.
- d. Refer to ER 37-2-10 for guidance on establishment of appropriate cost accounts.

**2-3. Cooperation Agreements (CA's).** CA's for USACE assistance are required by ER 500-1-1, paragraph 2-4. Use of these CA's is mandatory unless HQUSACE has granted an exception. Previous versions of Project Cooperation Agreements, Cooperation and Participation Agreements, Local Cooperation Agreements, etc., for PL 84-99 activities are obsolete and will not be used.

- a. Prescribed CA formats are located in:

- (1) Chapter 4 of this pamphlet for Emergency Assistance and Post Flood Response.
- (2) Appendix B of this pamphlet for Rehabilitation Assistance.
- (3) Chapter 6 of this pamphlet for Emergency Water Assistance Due to Contaminated Water Source, and Emergency Water Assistance Due to Drought.
- (4) Chapter 7 of this pamphlet for Advance Measures.

b. Use of a CA allows for a complete understanding between USACE and the public sponsor regarding assistance provided by USACE. USACE policy (set forth in 33 CFR Part 203 and ER 500-1-1) requires districts to obtain an agreement (the CA) that the public sponsor agrees to provide LERRD's, to hold and save the Government free from damages, and to operate and maintain the completed work. Other provisions may be necessary, depending on the type of assistance provided. Districts will ensure the appropriate provisions are included in the CA. Some typical provisions are:

(1) **Removal of Temporary Work.** A provision that the public sponsor will be responsible to remove all temporary work constructed by USACE. Removal must be initiated within 30 days after the conclusion of the flood event. The wording must not preclude the use of other Federal assistance programs to fund removal. This provision is typical of floodfight and Advance Measures assistance.

(2) **Upgrade of Temporary Work.** A provision that if the public sponsor desire to retain the temporary flood control structure after the immediate flood threat has passed, the structure must be upgraded to meet requirements of a permanent structure and, if not a

Federal project, meet the requirements for Active status in the Rehabilitation and Inspection Program. Actions to initiate upgrade of the works must be initiated within 30 days after the conclusion of the flood event. Local interests should accomplish the improvements with their own funds; however, they may request assistance under other applicable Corps authorities, such as a Section 205 study. The upgraded project must comply with all local and/or Federal permits, environmental concerns, and all legal requirements. This provision is typical of floodfight and Advance Measures assistance.

(3) Maintenance Deficiencies. A provision explaining that maintenance deficiencies and deferred maintenance will be corrected by, or at the expense of, the public sponsor.

(4) Cost Sharing or Payment to the Government. A provision specifying the conditions for cost sharing or payment to the United States.

(5) Permits. A provision specifying responsibility for obtaining permits.

c. The CA will be executed with the public sponsor.

d. Failure by a public sponsor to comply with the terms of a CA will jeopardize future Federal assistance to that public sponsor.

**2-4. ENGLink.** ENGLink is the designated information and reporting mechanism for Civil Emergency Management purposes in USACE. ENGLink will be used at all times as the primary source for reporting and briefing activities if access is available. All specified reports and processes will be accomplished in ENGLink using guidance provided by Headquarters USACE and the Tactical Support Center. The National FCW Database will reside on ENGLink.

**2-5. Deployable Tactical Operating System (DTOS).** DTOS is a command and control concept that employs four tiers of capability. DTOS is centrally funded by HQUSACE through the Tactical Support Center. For additional information, refer to paragraph 3-6.

**2-6. The Emergency Management Cycle.** The emergency management cycle, portrayed in Figure 2-2, is the principal model used by USACE to address natural disasters.

**2-7. Coordinating Instructions.**

a. Emergency Management Boundaries. In accordance with ER 500-1-1, paragraph 2-3.d., when established Civil Works boundaries are temporarily realigned for emergency management purposes, HQUSACE will be notified of any realignments. Notification will be via Spot Report (SPOTREP) and Situation Report (SITREP).

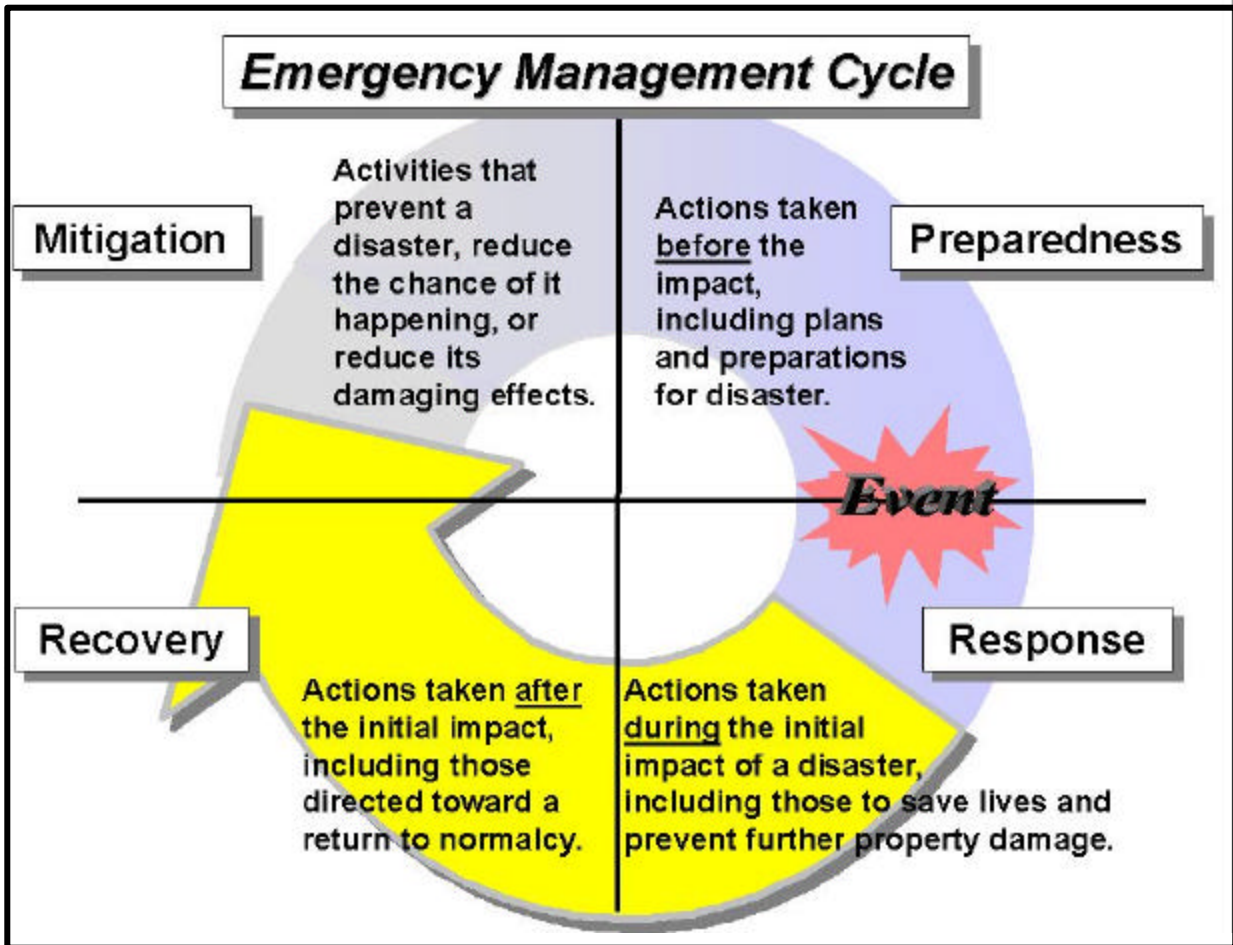


Figure 2-2. The Emergency Management Cycle

b. Interdivisional Assistance/Augmentation. An MSC commander may request interdivisional assistance, and/or augmentees, in the event divisional personnel resources are insufficient to cope with an emergency. Requests for assistance involving positions the supported MSC has been unable to fill with Division resources/volunteers will be submitted to the UOC. The principal method for requesting interdivisional assistance and augmentation is the ENGLink Deployment Module.

## **CHAPTER 3 DISASTER PREPAREDNESS**

**3-1. Policy.** Refer to Chapter 3, ER 500-1-1.

**3-2. The Emergency Manager.** The Emergency Manager serves as principal advisor to the Commander on all matters related to natural and technological disasters and national security emergencies, civil disturbances, and terrorism activities. During emergencies, the Emergency Manager provides overall management of emergency/disaster operations and planning activities, typically is the official who directly represents the commander for disaster related matters.

a. **Subject Matter Expertise.** The Emergency Manager is the subject matter expert on PL 84-99 and the Stafford Act, and is well versed about authorized projects, Continuing Authorities Programs, other USACE emergency authorities, and the Support for Others Program, and how those authorities interface with PL 84-99 and Stafford Act activities. The Emergency Manager is knowledgeable of the functions of all elements within the command. The Emergency Manager is also knowledgeable of other agencies' emergency management authorities, particularly those of the Natural Resources Conservation Service and the Federal Highways Administration.

b. **Command Preparedness Activities.** The Emergency Manager is responsible for all Command Preparedness activities. This includes the conduct of emergency planning, training, and exercises; the implementation of a viable corrective actions program; and maintenance of the organization's EOC staff and facility in a high state of preparedness. The Emergency Manager is directly responsible for the execution of operational response and recovery missions.

c. **Rehabilitation and Inspection Program.** The Emergency Manager oversees the Rehabilitation and Inspection Program. This incorporates the Flood Control Works Database, Initial Eligibility Inspections and Continuing Eligibility Inspections, and Rehabilitation Assistance when necessary, and includes all Federal and non-Federal flood control works.

d. **Support to Other Corps Elements.** The Emergency Manager is responsible for managing the organization's CEM Program support to other Corps elements. This includes ensuring that functional (support) personnel are trained and positions are staffed, staffing Planning and Response Teams, and assisting personnel deploying in support of other Corps elements. The Emergency Manager is responsible for overwatching all administrative functions associated with the organization's personnel while deployed.

**3-3. Operation Plans (OPLAN's).**

a. Definition. An Operation Plan (OPLAN) is a proposal for executing a command decision or project. It represents the command's preparation for future or anticipated operations.

b. Requirements. Requirements for OPLAN's are contained in ER 500-1-1, paragraph 3-3.b.

c. OPLAN Format. The format at Figure 3-1 will be the basic format used for preparation of Emergency Management OPLAN's in USACE. Additional guidance regarding format and content may be found in Field Manual (FM) 101-5, Appendix H. FM 101-5 may be accessed through the General Dennis J. Reimer Training and Doctrine Digital Library at <http://www.adtdl.army.mil/atdls.htm>.



\_\_\_\_\_  
(Classification)

Copy \_\_\_\_\_ of \_\_\_\_\_ copies  
Issuing Headquarters  
Place of Issue  
Date-time group of signature

OPERATION PLAN \_\_\_\_\_ (common or code name)  
(number)

References:

Time Zone Used Throughout the Plan:

Task Organization: *(State the allocation of units/resources, to include augmentation teams and major liaison elements.)*

1. SITUATION
  - a. Supporting agencies
    - (1) DOD
    - (2) FEMA
    - (3) Federal (non-DOD)
    - (4) State/tribal/Local
  - b. Assumptions *(List all assumptions, e.g., percentage availability of district personnel after the disaster strikes, availability of communications means, EOC activation level, etc.)*
2. MISSION
3. EXECUTION

Commander's Intent: *(State the commander's intent, previously derived during the planning process.)*

  - a. Concept of Operations. *(The concept describes the major efforts done to execute the plan, and major supporting efforts necessary to support the operating elements.)*

**Figure 3-1. OPLAN Format**

b. Specified tasks. *List, in separate subparagraphs, specific tasks to be executed by subordinate elements. This could include activities such as closing locks to recreational boat traffic, staffing a water control center on a 24-hour basis, installing stoplog closures at a certain river stage, moving construction equipment from a project location to a staging area, or uploading sandbags on a vehicle.)*

c. Coordinating Instructions.

(1) Time or condition when the plan becomes effective *(May be upon issuance of the commander's Declaration of Emergency.)*

(2) Commander's Critical Information Requirements

(3) Risk reduction/safety *(List only those measures unique to the plan and not included in unit SOP's.)*

(4) Environmental considerations *(If extensive, refer to the environmental annex.)*

(5) Others as required

#### 4. SERVICE SUPPORT

a. Support concept. *(State the concept of logistical support.)*

b. Contracting, materiel, and services.

c. Medical evacuation and hospitalization.

d. Personnel. *(Individual or team augmentation request system.)*

#### 5. COMMAND AND SIGNAL

a. Command. *(State the primary and at least one alternate location for the Emergency Operations Center and for principal subordinate elements such as Resident Offices.)*

b. Signal. *(List specific communications instructions not covered by SOP. Identify required reports, to include format and report submission times.)*

ACKNOWLEDGE:

NAME (Commander's last name)

RANK (Commander's rank)

OFFICIAL:

Name and position

ANNEXES:

\_\_\_\_\_  
(Classification)

**Figure 3-1. OPLAN Format (Continued)**

### **3-4. Exercises.**

a. Frequency. MSC's and districts are required to conduct an exercise at least once every two years. See ER 500-1-1, paragraph 3-6.a. regarding waivers of exercise requirements.

b. After Action Reports. After action reports for exercises conducted will follow the format specified in Figure 4-13.

c. Office of Primary Responsibility. The Readiness Support Center has primary USACE responsibility for designing and supporting exercises. This includes contract support.

### **3-5. Emergency Operations Centers (EOC's) and Facility Support.**

a. Dedicated EOC's. Headquarters USACE, MSC's, districts, the 249th Engineer Battalion (Prime Power), and the Topographic Engineering Center (TEC) will provide a dedicated facility for an EOC to provide command and control for emergency operations. This paragraph sets minimum requirements for an EOC and is applicable to all MSC's, Districts, the 249th Engineer Battalion (Prime Power), and the Topographic Engineering Center. Other laboratories and FOA's may establish EOC's commensurate with their emergency responsibilities. Funding will be provided by budgeted FCCE appropriations. (Note: Additional requirements for operability during national emergencies or exercises should also be incorporated into plans, and funded under other programs as appropriate.)

#### **b. Minimum Requirements for the EOC.**

(1) Power. Uninterrupted power is critical to 24-hour operations. The EOC will have an emergency backup generator and an uninterrupted power source (UPS) system. Generators will have a sufficient supply of fuel to operate for at least seven days without restocking.

(2) Auxiliary Heating Ventilation/Air Conditioning (HVAC). HVAC will be provided for the EOC in order to ensure operability during weekends and/or after duty hours, and shall be capable of being powered by the emergency backup generator. For buildings where the entire HVAC system must be on to heat/cool the EOC, the controls in the EOC will allow for system activation, or arrangements must be made to have the system activated during these times. Independent systems may be provided if economical and feasible.

(3) Communications Connectivity. Data communications from the point of origin in the EOC to its final destination (i.e., HQUSACE, MSC, Districts, Labs, and CEAP-A Processing Centers, worldwide access gateways such as Internet, FEMA, and various DOD locations)

will be provided. Space must be allocated for communications and information processing equipment. Critical components located outside the EOC that are necessary to maintain communication (e.g., radio, LAN/WAN, telephone), and electronic mail servers will meet emergency power and HVAC requirements. E-mail and other software capabilities may be provided to the EOC using a file server either within the EOC, or elsewhere within the facility headquarters.

(4) Furniture. Furniture suitable and conducive to an EOC in the quantity necessary to meet the staffing level specified by emergency plans will be provided. Modular or customized furniture is permitted for enhancement of operations. Specialized design for command and control systems furniture modules is permitted.

(5) Dual Use Space. Spaces designated as dual use will be designed, configured, and prewired to serve the operational mode of the EOC. Dual use of facility and equipment for meetings, classrooms, or computer training centers may be practical; however, the ultimate control and coordination of the space shall be retained by the Emergency Manager. For USACE elements located in high risk areas, where the EOC is activated frequently, the dual use strategy is not appropriate. Because the EOC must be available for activation at any time, noncompatible use such as storage is not permitted.

(6) Location. EOC's should be located in the most appropriate portion of the building to minimize the risk of threats while enhancing operations. Items to consider include flood/storm surge, access during power outages when elevators are unavailable, and physical security.

(7) Access. The EOC will be configured to eliminate nonessential pedestrian traffic. Consideration should be given to limiting the number of entrances (consistent with life safety codes), and providing for a reception area that is screened from the main part of the EOC. All EOC areas, including those areas that consist of dual use space, shall have adequate physical security measures.

(8) Storage of Classified Information. For USACE elements with military and national security responsibilities, EOC's must be capable of operating as a restricted area. EOC's will have approved containers for storage of classified material in the EOC, or in an area that is continuously accessible from the EOC.

c. EOC Facility Design. EOC's will include all the physical elements necessary to support the systems and staff in performing the tasks and activities required by USACE missions and emergency operations functions. EOC's will vary in size and configuration based on threat levels and activities supported. Functions common to all EOC's include Crisis Management Team and Crisis Action Team operations, administrative tasks,

planning, crisis communication and information handling, briefing and display, status tracking, and emergency reporting.

(1) Staff Work Area. Full time staff must have dedicated space for non-crisis daily activities. Many of these activities must continue during emergencies. Staff work area requirements are calculated by providing a minimum of 125 sq. ft. for each staff position. Individual work areas must provide a minimum of 64 sq. ft. when modular furniture is used, or 90 sq. ft. when standard office furniture is used. Emergency Managers should be provided closed door privacy, with a minimum of 150 sq. ft. The staff areas must be located in or adjacent to the EOC operations area.

(2) EOC Operations Room. All MSC's and Districts shall provide a dedicated operations room to coordinate major events and events that happen with little or no warning. The layout and configuration of the operations room may support dual use of the facility during noncrisis period unless it is anticipated that the EOC will be activated 50 percent or more of the year. Operations rooms should accommodate at least 10 members of the crisis action team (CAT), dependent on local requirements. The minimum size of the operations room shall allow 64 sq.ft. per CAT member, and a minimum of 200 sq. ft. for display and common equipment. Wall display areas or track-mounted modular display systems, projection screens, white boards, television monitors, large format multi-scan monitors, and similar equipment can be provided to meet operational requirements.

(3) Communications Room. A communications room shall be provided adjacent to the operations room to house radio transmitters/radio control modules. Optimally, the communications room will be separated from the operations room by a glass partition. The communications room will be a minimum of 100 sq.ft., and ideally at least 150 sq. ft. It must contain sufficient space to accommodate all required radio/communications equipment and communications support equipment. The communications room must have proper ventilation, meet equipment cooling requirements, and allow for sufficient operator space.

(4) Briefing Room. The briefing room should be a highly capable multimedia/audio visual center that can display information from various sources (e.g., television, computer, 35 mm slide projector, videocassette recorder). The briefing room will be a minimum of 200 sq. ft., with 15 to 20 sq.ft. provided for each additional person above eight being briefed. The briefing room will consist of an audience area, a control area, podium, and display screens and devices. An additional equipment room/area is required, containing a minimum of 40 sq.ft. for rack mounted electronic equipment and similar items. The control area will contain a console to support computers, video recorders, the master system controller, and related equipment.

(5) Storage Area. Secure storage space is required for EOC equipment and supplies, EMHV items, life support supplies, publications, deployment kits, and similar items. These materials can be stored in the EOC or in a nearby secured area accessible by Emergency Management staff. The size of the storage area is dependent upon the amount of materials and equipment that must be readily accessible during emergencies.

(6) Other Equipment. EOC design and layout shall also provide adequate space for administrative and clerical support, copy machines, supplies, file units, GIS systems, and bookcases.

d. Briefing and Display. Emergency operations briefing and display systems will include all equipment necessary to display needed information. Briefing and display systems will be configured to provide timely graphics, imagery and data displays to enhance the decision making process. A centralized audiovisual control system allowing placement of information on large screen displays or monitors throughout the EOC is authorized. The size and complexity of the briefing and display systems will vary according to the threat in the element's area of responsibility. EOC's that are typically activated 50% of the time shall have dual screen electronic briefing capability. Other EOC's will have either single or dual screen system depending on local requirements. Functional areas to be considered in designing a briefing and display system include: switching and distribution, audio support, external audio/video/data interfaces, audio visual peripheral devices, display systems, briefings presentation systems, and briefing control.

(1) Security Requirements. Briefing and Display Systems shall be designed and accredited to handle classified information if applicable to mission requirements.

(2) Presentation Software. Divisions and districts should develop standardized templates for use during emergencies. Formatted displays for briefings are an important component in expediting display of decision support information in a time sensitive environment. ENGLink formats should be used to the maximum extent possible.

e. Communications. The EOC communications systems shall include all the equipment necessary for voice, data, and facsimile necessary to support emergency operations. Basic communications systems may include telephone service (voice/data/ facsimile), network service (LAN/WAN), HF radio communications, tactical radio communications, and satellite communications.

(1) Telephone Communications. The voice, data, and facsimile service constitute the primary means of communications for EOC's during both normal and emergency operations. Each EOC shall have telephone conferencing and classified capability. Each EOC shall maintain at least two Secure Telephone Unit (STU) instruments, unless HQUSACE grants an exception. Each EOC shall also maintain at least two facsimile

machines, one dedicated to incoming calls and one dedicated to outgoing calls. An additional facsimile accredited for use with a STU is required for classified communications. For smaller offices, the secure facsimile machine may substitute for the outgoing facsimile machine.

(2) Network Services. Network Services consist of LAN and WAN access. Connectivity to the WAN from the LAN should be provided on the EOC segment to guarantee connectivity to the WAN during emergencies.

f. Life Support Capabilities. In an emergency situation there may be occasions when critical life support supplies and equipment are not available. It is therefore necessary for all EOC's to have these items on hand to provide for sustained operations of at least 72 hours duration for EOC and support staff element. Many life support items are perishable and should be inspected and replaced as needed. Required items may vary by MSC/district depending on the threat, and may include:

(1) Lighting. Battery operated and/or chemical light sources.

(2) Water. In areas where the water supply may be vulnerable, EOC's should stock a minimum of one gallon per person per day. Additional water is also needed for sanitation, cleaning, and cooking.

(3) Rations. Military Meals, Ready-To-Eat (MRE's) are available through the General Services Administration (GSA). Also available from commercial sources are freeze-dried foods and similar items. Two meals a day per person should be the minimum amount stored.

(4) Medical Assistance. First aid kits will be available throughout the EOC. Several members of the EOC staff should be trained in First Aid/CPR.

(5) Life Saving Kit. Following a disaster, EOC facilities may be damaged, and members of the staff may be required to assess damage to the structure, turn off utility systems, or gain emergency access or egress. A basic kit should contain a battery powered AM/FM broadcast radio, hard hats, gloves, eye guards, dust masks, flashlights with batteries, safety vest, grease markers, light sticks, shovel, ax, wrecking bar, pick mattock, hammer, rake, hacksaw, adjustable wrenches, and screwdrivers.

(6) Personnel Support Items. A variety of personnel support items may be required in or near the EOC to sustain staff during extended periods in the EOC. Required functions may include cooking/dining, refrigeration, cleaning, and sleeping arrangements, as well as personal hygiene and sanitation. Items may include cots and bedding, refrigerator, microwave oven, sink, shower, coffee maker, and a food preparation counter.

g. Alternate EOC's. Each MSC and district will have the capability to establish command and control to sustain operations if their primary EOC is unavailable. SOP's shall be developed for activation of an alternate facility under an all hazard concept. MSC's and districts will establish procedures for deployment of personnel and equipment to the alternate EOC during duty and non-duty hours. Alternate EOC's will have the same functional capabilities as the primary EOC. Equipment may be austere, but at a minimum will include computer hardware/software, telephones, radio communications, fax machine, printers, and the current contracting package sufficient to establish Command and Control. This paragraph does not supersede other existing requirements for alternate headquarters under other plans. The Alternate EOC concept may be accomplished by:

(1) The fly away kit concept, i.e., planning that includes development of SOP's and checklists that pre-identify commercial/military facilities such as barracks, motel/hotels, equipment, and pre-designated staff; or,

(2) Use of a designated preselected and pre-stocked alternate EOC(s); or,

(3) Relocation to another USACE element that has an operating EOC. This option may require partnering agreements that are renewed periodically.

**3-6. The Deployable Tactical Operations System (DTOS).** DTOS is a command and control concept that employs four tiers of capability.

a. Tiers of Capability.

(1) Tier 1 - Fly Away Kits (FAK's). Each district has been provided with a fly away kit (FAK) that enables a small group of personnel to communicate and maintain records on a laptop computer.

(2) Tier 2 - Rapid Response Vehicles. HQUSACE has procured six Rapid Response Vehicles (RRV's). These vehicles provide work space, communications, and life support capability for six to eight personnel. For planning purposes, RRV's have an operational range of 18 hours of driving time from home station.

(3) Tier 3 - Deployable Tactical Operations Centers. HQUSACE has procured three Deployable Tactical Operations Centers (DTOC's). These systems provide work space, communications, and life support capability for approximately 40 personnel. For planning purposes, DTOC's have an operational range of 36 hours driving time from home station.



(4) Tier 4 - Containerized Tactical Operations Centers. HQUSACE has procured two Containerized Tactical Operations Centers (CTOC's). These systems functionally are similar to the DTOC for office support equipment, communications equipment, and computers. However, the CTOC components are containerized for rapid air movement, and are intended for use in insular and remote areas.

b. Control of DTOS Assets.

(1) Tier 1. FAK's are under the operational control of district engineers.

(2) Tier 2. RRV's are under the operational control of HQUSACE, and may be deployed only as directed by HQUSACE. Divisions or districts requiring RRV support will submit requests through channels to the USACE Operations Center.

(3) Tier 3. DTOC's are under the operational control of HQUSACE, and may be deployed only as directed by HQUSACE. Divisions or districts requiring DTOC support will submit requests through channels to the USACE Operations Center.

(4) Tier 4. CTOC's are under the operational control of HQUSACE, and may be deployed only as directed by HQUSACE. Divisions or districts requiring CTOC support will submit requests through channels to the USACE Operations Center.

c. Planning. When appropriate to do so, divisions and districts should incorporate the use of DTOS (to include FAK's) into disaster preparedness plans. The planning assumption should be made that the appropriate configuration would be available, based on standard stationing of available assets.

d. Funding for DTOC/CTOC/RRV Deployment. The requesting division/district is responsible for providing the custodial district of the DTOC/CTOC/RRV with funds for deploying the requested asset. The requesting division/district will use FCCE funds (Class 210, 230, 510, or 520 only) or FEMA funds, based on the mission requirements, to fund DTOC/CTOC/RRV deployments and maintenance needs in support of PL 84-99 and Stafford Act missions and activities. Normal FAK operations and maintenance are funded by Class 110. Contact the Tactical Support Center if replacement of a FAK component is needed.

e. DTOS Use in Exercises and Displays. All DTOS assets are available for employment during exercises, in consonance with exercise objectives, available funding, level of commitment of DTOS assets, etc. Displays of DTOS assets at other than Emergency Management-related functions must be funded by the requesting office.

**3-7. Emergency Management High Visibility Items.**

a. Description. Emergency Management High Visibility (EMHV) items are items that are used to easily identify USACE personnel and equipment at disaster locations. For personnel, EMHV items are typically shirts, jackets, vests, and hats that are worn by the individual. Banners and magnetic signs are normally used to identify USACE owned or contracted equipment. Refer to <http://www.nap.usace.army.mil/emo/shirts.htm> for additional information.

b. Stockage Level. Divisions/districts will maintain a stock of EMHV items commensurate with the size of the division/district, the staffing requirements for Planning and Response Teams (and comparable elements), and the potential number of deploying personnel when supporting a victim division/district.

c. EMHV Items for Individual Filler Personnel Supporting a Victim District. For a minimum of two weeks after the declaration or onset of a disaster operation, the home division/district Emergency Manager will provide deploying organizational personnel with sufficient quantities of EMHV items. Later deploying personnel will be provided EMHV items for as long as the supporting division/district has supplies available. This is to preclude an unnecessary logistics burden on the victim district.

## CHAPTER 4 EMERGENCY OPERATIONS

### *Section I - General*

**4-1. General.** See ER 500-1-1, Chapter 4, for pertinent policy information.

**4-2. Authorities.** The authority to perform Emergency Operations, to include Response Operations and Post Flood Response activities, is provided by PL 84-99, and implemented by ER 500-1-1 and this pamphlet. Funding requirements are addressed in ER 11-1-320, Figure 2-1 of this pamphlet, and throughout this chapter. Where other Federal agencies have adequate emergency authorities, or when other USACE authorities exist that can adequately address the situation, USACE assistance under PL 84-99 is not permitted.

### **4-3. Operational Procedures - General.**

a. Levels of EOC Activation. EOC's are activated commensurate with mission requirements. Commanders may direct subordinate elements to increase or decrease the element's level of activation. All changes in level of activation will be immediately reported to higher headquarters and the UOC via Situation Report (SITREP).

(1) Level I - Normal Operations. This level is for normal, day to day operations. The EOC is prepared for activation to a higher level.

(2) Level II - Emergency Watch. This level represents an augmentation to the normal Emergency Management staff, and/or extended hours of operation for the EOC. Level II activations are typical of responses to watches and warnings, and other disaster activities that do not merit a higher level of activation.

(3) Level III - Partial Activation. This level represents partial activation of the EOC in response to a threat situation, ongoing operation, or intensive recovery activities. Level III activations typically have the EOC staffed for 10 or more hours per day, seven days per week. CAT representatives are present on at least a part time basis.

(4) Level IV - Full Activation. This level represents full activation of the EOC in response to a threat situation or ongoing operation. The EOC is staffed on a 24-hour per day, seven-day per week basis. Most or all CAT representatives are present on a full time or part time basis.

b. Declaration of Emergency. District commanders will issue a Declaration of Emergency in order to implement their response operations and Post Flood Response authorities. A Declaration of Emergency is required in all cases where USACE activities

will be funded under Class 210 (except for Support to Victim Districts) or Class 230 criteria. Declarations of Emergency are not issued at MSC level or at HQUSACE.

(1) The Declaration of Emergency may initially be verbal, but must be made in writing and reported in the district's SITREP within 24 hours of the declaration.

(2) Authority to issue a Declaration of Emergency is delegated to Deputy District Engineers, and all supervisors in the chain from the District Commander to the Chief of Emergency Management, inclusive. For purposes of a Declaration of Emergency, "Chief of Emergency Management" includes an acting Chief of Emergency Management. District commanders may withhold authority to issue a Declaration of Emergency. Withholding of authority may be done either by written correspondence, or via a published OPLAN.

(3) A general format for a Declaration of Emergency is provided at Figure 4-1.

c. Field Investigations (Class 210 and Class 230). The concept of USACE field investigations during the response phase applies to investigations prior to, during, and after a flood or coastal storm or other disaster. Field investigations may be conducted at the MSC or district's initiative, or may be conducted based on a request by state or local officials. In either case, there must be sufficient reason to believe that further FCCE-funded Corps activity or effort will result from the investigation, e.g., the need for USACE floodfighting effort to supplement state and local response efforts. Field investigation funding is not to be used for data gathering activities or general studies efforts that are traditionally funded by the General Investigations appropriation.

(1) SITREP Requirements. A SITREP is required for all field investigations. This either may be a separate, independent SITREP, or may be an additional item included in another SITREP.

(2) Post Flood Response Situations. Field investigations for potential Post Flood Response Assistance are conducted during or immediately following the flood or coastal storm event. (Post Flood Response Assistance is not authorized for other types of disasters.) The purpose of the field investigation is to enable USACE to prepare for and conduct an expeditious response to the governor's request for assistance. Field investigations for potential or expected Post Flood Response Assistance may occur prior to receipt of the Governor's request for assistance if requested by an appropriate State official.

d. Technical Assistance (Class 210). USACE emergency operations technical assistance for any disaster consists of providing review and recommendations, and technical expertise, in support of tribal, state, and local efforts. The following are examples of technical assistance:

(1) Providing experienced personnel at the disaster site to give guidance on flood fight techniques and emergency construction methods.

(2) Providing personnel to inspect existing flood protection projects and/or structurally threatened dams to identify problem areas and recommend corrective measures.

(3) Providing hydraulic or hydrologic analysis, geotechnical evaluations, topography and stream data, maps, and historic flood or storm information.

e. Direct Assistance (Class 210). Emergency operations direct assistance under PL 84-99 is limited to flooding and coastal storm-related emergencies only. As an exception to this limitation, USACE may always use its resources to assist in rescue operations to save lives in any disaster situation. Any USACE equipment and personnel used in a lifesaving rescue operation should be directed by a local official such as a law enforcement officer or firefighter, or other officials duly appointed to conduct rescue operations.

f. Reporting (Class 210 and 230). Reporting will be done in accordance with Section V of this chapter.

g. EMHV Requirements. USACE personnel arriving in the disaster area within two weeks of the onset of the disaster must bring appropriate EMHV items with them from their assigned districts. Follow-on personnel arriving after the first two weeks should bring EMHV items with them if available. The supported district must plan to issue EMHV as needed in the disaster area.

h. Support to Victim Districts (Class 210). If a supporting district has one or more Planning and Response Teams (PRT's), or other supporting personnel, on "alert" status, or a movement order for such personnel has been ordered, any support needed at the supporting district to assist their departure/deployment will be funded under Class 210 by the supporting district.

**4-4. Funding - General.** ER 11-1-320 prescribes general funding procedures for PL 84-99 emergency operations Category 200 activities.

a. Cost Accountability. All costs associated with emergency operations will be maintained separately. MSC's and districts may not reprogram FCCE funds except as specifically allowed in ER 11-1-320 and ER 11-2-201. Allowable FCCE costs include the following activities:

(1) USACE labor costs, including regular time, overtime, hazard pay, and shift differential pay. (Refer to ER 11-1-320 regarding specific details for General Expense-funded personnel.) FCCE funds will be used for labor that supports the EOC, disaster field teams, and other personnel directly supporting emergency operations. Water control personnel, and project personnel accomplishing emergency operations at USACE-operated and maintained projects or projects under construction, will not be funded with FCCE funds.

(2) Emergency hire of skilled or unskilled workers, normally for one month or less.

(3) Travel and/or per diem for USACE personnel or emergency hired personnel.

(4) Transportation costs of supplies and equipment.

(5) Contract costs.

(6) Costs incurred by other DOD agencies, over and above their normal operating expenses, for their support to USACE.

(7) Purchase of supplies and materials.

(8) Replenishment of used stockpiled items.

(9) Rental or lease of field offices.

(10) Equipment charges.

b. Fiscal Closeout. Emergency Management elements will ensure that actions for closing out emergency activities are accomplished as specified in ER 11-1-320. Districts will submit a SPOTREP or SITREP for each fiscal closeout completed. Fiscal closeouts will be accomplished within the following time frames:

(1) Class 210 Activities: Within 75 days of return of the EOC to Level I (normal) activations.

(2) Class 220 Activities. Within 30 days of submission of the After Action Report.

(3) Class 230 Activities. Within 70 days of the receipt of the Governor's request for Post Flood Response assistance.

(4) Class 240 and Class 250 Activities. Within 60 days of completion of funded activities.

CEXXX-CO-E

28 June 20xx

MEMORANDUM FOR See Distribution

SUBJECT: Declaration of Emergency: June 20xx Flood, Xxxxx District, Elizabeth River and Tributaries

1. In accordance with ER 500-1-1, a Declaration of Emergency has been declared to exist in the Xxxxx District as of 1200 hours 28 June 20xx.

2. Level of Activation. The Emergency Operations Center is activated at Level II effective 281200Jun20xx. The EOC will be manned daily from 0600 - 1800 IAW District OPLAN 2001-01 by all Level II-designated personnel. During unmanned periods, telephone messages will be received by the duty officer via the 24-hour emergency number (899) 555-1234. The Crisis Management Team's initial meeting is set for 0900 hours 29 June in the EOC.

3. Expenses incurred as a result of this Emergency will be those involved with the flood operation, i.e., EOC operations, issuance or transportation of sandbags, forecasting, flood sector engineers, or flood reconnaissance. No charges will be made prior to the date of this declaration. Costs relating to Dam or Lake observation must be charged to O&M work items.

LOCATION	CATEGORY CODE / CATEGORY ELEMENT / WORK ITEM		
Elizabeth River & Tribs	021000	BBA00	002LSL

4. Paid overtime is authorized under the following criteria:

- a. All personnel, regardless of grade, engaged in flood emergency operations may be paid overtime.
- b. Earning of GS employees exempt from FLSA are subject to limitation contained in 5 USC 6547. Earnings under the provision of FLSA are not subject to the aforementioned limitation.
- c. A copy of this order, attached to DA Form 5172-R, Overtime Request and Authorization, overrides the requirements outlined in Xxxxx District Regulation 690-1-600, paragraph 4, dated 1 May 1999.

GEORGE H. GABION  
Colonel, EN  
Commanding

DISTRIBUTION:  
*as required*

**Figure 4-1. Format for Declaration of Emergency**

## **Section II. Response Operations - Floods and Floodfights**

### **4-5. Operational Procedures - Floods and Floodfights.**

a. USACE Assistance. USACE emergency assistance during floods and coastal storms will be of a temporary nature to meet the immediate threat, and will supplement tribal, state, and local efforts. USACE efforts are not intended to provide permanent solutions to flood problems, and are not intended to overcome the lack of adequate flood protection in a locality.

b. Floodfights. USACE floodfights will be planned and conducted in accordance with sound principles of engineering judgement and economic sense.

c. Direct Assistance. Direct assistance may include, but is not limited to, the issuance of supplies, the loan of equipment, rescue operations, conducting flood fight operations, and contingency contracting. All loaned supplies and equipment will be hand receipted to the receiving agency. A CA is required for emergency assistance requiring USACE contingency contracting, or when USACE force labor accounts are used. See Figure 4-2 for the CA for Emergency Assistance.

(1) Supplies and Equipment. Issuance of supplies and equipment to non-Federal interests is permitted only in declared emergencies (reference paragraph 4-3.b., above). Government supplies and equipment should be made available only if the arrival or non-availability of local supplies and equipment will cause delays in an effective response effort. During emergency situations, Class 210 funding will be used to purchase or rent materials and equipment, and to replace items issued from disaster preparedness and other stocks. USACE supplies (e.g., sandbags or plastic sheeting) and equipment (e.g., pumps and generators) may be loaned to state and local officials for use in supplementing their flood fighting operations. All such supplies and equipment will be hand receipted to the receiving agency. The hand receipt will contain an agency billing address, and a statement similar to the following: *"I understand that my agency will be required to return loaned equipment and reimburse the US Army Corps of Engineers for expended supplies. Reimbursement may be in the form of (a) replacement in kind with an equivalent quality to those issued; (b) paying the cost for the Corps of Engineers to replace the supplies with those of an equivalent quality; or (c) returning in good, usable condition those supplies not used; or (d) any combination of the above. I understand that my agency will be billed for supplies not replaced, and agree to remit payment within 30 days of the bill date."*

(a) All unused stocks loaned to local interests will be returned to USACE when the operation is complete.



(b) District commanders may waive loan replacement requirements for expendable supplies (sandbags, plastic sheeting, etc.) when a Presidential disaster or emergency declaration under the Stafford Act has been made. No waivers are permitted for loaned equipment. No waivers are permitted for supplies if no Presidential disaster or emergency declaration is made, unless an exception is approved by HQUSACE.

(c) Local interests will return loaned equipment in the same condition as it was when lent. If equipment is damaged or lost, either the equipment will be replaced in kind, or reimbursement made to USACE by the hand-receiving agency.

(2) Flood Fight Operations. USACE may direct flood fight operations upon request of an appropriate state or local official. However, legal responsibility remains with the requesting state or local official/agency.

(3) Contingency Contracting. USACE may award contracts for emergency operations. Contingency contracting may be equipment rental, fixed price construction contract, Job Order Contracts, etc. Districts are encouraged to use innovative methods, such as Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, to improve response capabilities. Examples of allowable types of emergency work include the construction of temporary levees; the repair, strengthening, or temporary raising of levees or other flood control works; removal of stream obstructions that may induce localized flooding; and removal of debris under bridges that may induce localized flooding.

(4) Supply Procurement. Before contracting for supplies, particularly sandbags, from commercial sources during a flood fight, USACE stockpiles, and GSA or Defense Logistics Agency (DLA) supply sources should be used if timely delivery can be made. Good forecasting and anticipation of upcoming events is critical during a flood fight, because of substantial cost reductions available when delivery can be made two or three days out rather than requiring one-day delivery.

d. Operations in Support of Other Commands. Class 210 funds may be requested by the supporting command for administrative support of deploying personnel. Class 210 funds may be used to prepare orders, provide travel assistance, and perform closeout activities.

**4-6. Funding.** Funding for all aspects of floodfights will be in accordance with paragraph 4-4, above. All Class 210 funds for flood fights use CWIS number 05480.

**4-7. Cooperation Agreement - Emergency Assistance.**

a. Requirement. A Cooperation Agreement is required whenever direct Emergency (Flood Fight) Assistance is provided to a state, tribal, or local entity. The CA format for

Emergency Assistance is at Figure 4-2. Paragraph 2-3 above, and paragraph 2-4 of ER 500-1-1 will be complied with for all CA's.

b. Technical Assistance and Rescue Operations. No CA is required if only rescue operations and/or technical assistance for floodfighting are provided.

**COOPERATION AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
and**

**for  
EMERGENCY ASSISTANCE (FLOOD or COASTAL STORM)**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") acting by and through the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), acting by and through \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, 33 USC 701n authorizes the Chief of Engineers to flood fight and perform rescue operations.

**WHEREAS**, the Public Sponsor has requested assistance under 33 USC 701n, and the Public Sponsor qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers.

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate with the terms of this agreement.

**NOW, THEREFORE, the parties agree** as follows:

1. The Government will perform the work described in its scope of work (attached) that is made part of this agreement.
2. The Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, and borrow and dredged or excavated material disposal areas necessary for the work.
  - b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the Government or its contractors.
  - c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government.
  - d. Remove, at no cost to the Government, all temporary work constructed by the Government.
3. (Add others as applicable)
4. ATTACHMENTS:
  - a. Exhibit A - Government Scope of Work.
  - b. (Add others as applicable)

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day and year first above written.

**THE DEPARTMENT OF THE ARMY**

**THE [NAME OF PUBLIC SPONSOR]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

ADDRESS:

ADDRESS:

**Figure 4-2. Cooperation Agreement for Emergency Assistance**

### **Section III. Response Operations - Disasters Other Than Floods**

#### **4-8. Operational Procedures - Other than Floods.**

a. PL 84-99 Authority. Under PL 84-99 authority, operations during non-flood emergencies are limited to activation of EOC's, rescue operations, the provision of limited technical assistance, and liaison activities. These activities are properly funded under Class 210 until the situation clarifies, and disengagement of USACE resources or the identification of more appropriate USACE resources and funding can be made.

b. Stafford Act/Federal Response Plan. EOC operations in support of FEMA mission assignments are funded under Class 210.

(1) Class 210 funds may not be used for deployment or prepositioning of USACE personnel and/or equipment in anticipation of a FEMA mission assignment.

(2) Class 210 funds may be used for USACE personnel that deploy *for training purposes* in support of a FEMA mission assignment. This would normally be limited to newly designated ESF-3 team leaders/assistant team leaders, and personnel newly assigned to a position that requires them to be familiar with ROC or DFO operations. Use of Class 210 funds for this purpose requires HQUSACE (CECW-OE) approval.

**4-9. Funding - Other Than Floods.** Funding will be in accordance with paragraph 4-4 above, and ER 11-1-320. All Class 210 funds for non-flood related emergencies will use CWIS number 05480.

**4-10. Cooperation Agreements - Other Than Floods.** Because USACE can provide only rescue operations and technical assistance under its PL 84-99 authority for non-flood related disasters, no CA's are required for non-flood response operations.

### **Section IV. Post Flood Response**

#### **4-11. Operational Procedures - Post Flood Response.**

a. Coordination Requirement. All potential or planned Post Flood Response Assistance must be telephonically coordinated between the MSC and HQUSACE (CECW-OE). After coordination with HQUSACE, all potential or planned Post Flood Response Assistance must be coordinated by the MSC with the appropriate FEMA region prior to execution of the work.

b. Governor's Request. A written request from the governor to the district commander for Post Flood Response Assistance will be provided concurrently with or immediately after

the governor's request to FEMA for an emergency or disaster declaration. The district will immediately notify the MSC and HQUSACE of receipt (or anticipated receipt) of a governor's request for Post Flood Response Assistance. After telephonic coordination with HQUSACE (CECW-OE), approval level for Post Flood Response Assistance is the District Commander or Acting District Commander. Approval may not be delegated.

c. Types of Post Flood Response Assistance. Post Flood Response Assistance may be technical assistance or direct assistance. Examples of actions accomplished under Post Flood Response direct assistance include:

(1) Clearance of debris necessary to reopen critical transportation routes. (For Post Flood Response Assistance, "clearance" is defined as moving the debris to the side of the road. It does not include hauling the debris to a landfill or disposal area, unless immediate removal is necessary to prevent endangerment to public health and safety.)

(2) Temporary restoration of critical transportation routes or public services or facilities.

(3) Clearance of debris from under bridges or in channels or culverts, when flooding of or extensive damage to public facilities would result if the debris were not removed. If the threat of flooding (from either riverine flow or rainfall) has abated, then such debris clearance is not permitted.

(4) Other assistance required to prevent immediate loss of life, as determined by the MSC or district commander.

(5) Other assistance required to prevent immediate extensive damage to public property, as determined by the MSC or district commander.

d. Field Investigations. Field investigations for potential Post Flood Response Assistance may be conducted during or immediately following the disaster event to enable an expeditious response to the governor's request for assistance. Field investigations for potential or expected Post Flood Response Assistance may occur prior to receipt of the Governor's request for assistance if requested by an appropriate State-level official.

e. The 10-Day Limit. Post Flood Response Assistance is statutorily limited to a 10-day period from the date of the Governor's request to FEMA for an emergency or disaster declaration under authority of the Stafford Act. The day of receipt of the governor's request for Post Flood Response Assistance is considered to be Day Zero. All Post Flood Response Assistance, to include contracted activities, must cease by 2400 local time of Day Ten.

**4-12. Funding - Post Flood Response.** All EOC activities will continue to be funded under Class 210. All activities that are directly related to the Post Flood Response effort will be funded under Class 230, in accordance with Chapter 3 of ER 11-1-320. This includes field investigations that are done based on anticipated tribal or State requests for Post Flood Response Assistance.

**4-13. Cooperation Agreement - Post Flood Response.**

a. Requirement. A Cooperation Agreement is required whenever direct Post Flood Response Assistance is provided to a state, tribal, or local entity. The CA format for Post Flood Response Assistance is at Figure 43. Paragraph 2-3 of this pamphlet, and paragraph 2-4 of ER 500-1-1 will be complied with for all CA's.

b. Technical Assistance. The provision of only technical assistance for Post Flood Response does not require a CA.

**COOPERATION AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_ **for**  
**POST FLOOD RESPONSE ASSISTANCE (FLOOD or COASTAL STORM)**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT] acting in accordance with the request of the Governor of the State.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 USC 701n, in any case in which the Chief of Engineers is otherwise performing work in an area for which the Governor of the affected State has requested a determination that an emergency exists or a declaration that a major disaster exists under The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), the Chief of Engineers is authorized to perform on public and private lands and waters for a period of ten days following the Governor's request any emergency work made necessary by such emergency or disaster which is essential for the preservation of life and property, including, but not limited to, channel clearance, emergency shore protection, clearance and removal of debris and wreckage endangering public health and safety, and temporary restoration of essential public facilities and services; and,

**WHEREAS**, the Governor has requested the Government to undertake authorized Post Flood Response activities in accordance with 33 U.S.C. 701n, and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in accordance with the terms of this Agreement;

**NOW, THEREFORE, the parties agree** as follows:

1. The Government will perform the work described in its scope of work (attached) that is made part of this agreement.

**Figure 4-3. Cooperation Agreement for Post Flood Response Assistance**

2. The Public Sponsor will:

a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, and borrow and dredged or excavated material disposal areas necessary for the work.

b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the Government or its contractors.

c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government.

d. Remove, at no cost to the Government, all temporary work constructed by the Government.

3. (Add others as applicable)

4. ATTACHMENTS:

a. Exhibit A - Government Scope of Work.

b. (Add others as applicable)

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day and year first above written.

**THE DEPARTMENT OF THE ARMY**

**THE [NAME OF PUBLIC SPONSOR]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

ADDRESS:

ADDRESS:

**Figure 4-3. Cooperation Agreement for Post Flood Response Assistance  
(Continued)**



## **Section V. Reporting**

### **4-14. Overview.**

a. Need. Timely, accurate reporting is necessary to allow the Commander, USACE, to direct and execute the Command's mission. In addition, information is necessary to allow the Commander, USACE, and the senior USACE staff to work with FEMA, other Federal agencies, and Congressional offices regarding the disaster event. Every emergency situation with the potential for USACE involvement, or which may result in regional or national media attention involving USACE, will be reported immediately. The fastest means of reporting that is available will be used to initially notify HQUSACE. This is normally telephonic reporting to the UOC. ENGLink will be used for subsequent reporting.

b. Reports Required.

- (1) Situation Report (SITREP). See paragraph 4-15. (RCS CECW-O-65).
- (2) Disaster Recovery SITREP. See paragraph 4-16. (RCS CECW-O-65).
- (3) Spot Report (SPOTREP). See paragraph 4-17.
- (4) After Action Report (AAR). See paragraph 4-18.

### **4-15. Situation Reports (SITREP's).**

a. General. The SITREP will be the official source for reporting information pertaining to the event.

(1) SITREP's will be submitted on all potential and actual disasters with USACE involvement.

(2) SITREP's will be submitted on all natural or technological emergencies with potential USACE involvement, or that may produce regional or national media interest in USACE operations, activities, or facilities.

(3) SITREP's will be submitted whenever there is a change in EOC activation level.

(4) SITREP's may be submitted in any other case at the discretion of the MSC/district.

b. SITREP Format. SITREP's will follow the format outlined in Figure 4-4, with applicable information provided under appropriate sections and appendices.

(1) The format for mandatory appendices to the basic SITREP are at Figures 4-5 through 4-7.

(2) The formats for "as needed" appendices D and E to the basic SITREP are at Figures 4-8 and 4-9. All additional appendices will be appropriately formatted for the information presented.

c. Methods of Submitting SITREP's. The principal means of providing SITREP's will be ENGLink. Email or high speed digital facsimile (fax) will normally be the secondary means of transmitting SITREP's (and other reports). Fax will be the primary means of transmitting maps and other information not suitable to electronic mail. The sending element, via telephonic confirmation, is responsible for ensuring that transmitted critical information has been received.

d. Notification and SITREP Submissions for Major Emergencies. Initial notification of a major emergency event will be provided telephonically and followed by a SITREP based on the best information available. These SITREP's will not be delayed in order to collect and compile additional data. Supplemental spot reports will be provided as conditions warrant and in accordance with HQUSACE reporting requirements.

e. Frequency of Reporting.

(1) During major events with widespread impacts, or any event with significant USACE involvement, daily SITREP's will be submitted.

(2) When the situation has stabilized, and response operations have essentially concluded, SITREP's will be submitted on at least a weekly basis. The weekly SITREP's will be submitted on the first business day of the week. See paragraph 4-16 for continuation of SITREP's via the Disaster Recovery SITREP.

f. SITREP's for Post Flood Response Situations. SITREP's on situations where Post Flood Response Assistance is requested or anticipated will address the extent of assistance required, FEMA coordination, state and local actions, and planned USACE activities. Follow-on reports should address status of efforts, summary of actions accomplished (USACE, other Federal, state and local), and unmet requirements.

g. SITREP's During Advance Measures Operations. When Advance Measures projects are being investigated, and when Advance Measures projects using a temporary standard of construction (the typical case) are being executed, SITREP's will be submitted on a daily basis. When Advance Measures projects using a permanent standard of construction are being executed, or when the Advance Measures project consists primarily of long term technical assistance, SITREP's will be submitted on at least a weekly basis, on the first

business day of the week. SITREP's will address project progress/completion status, impediments to project completion, results of investigations, the projection for when floodfight operations may need to begin, and other pertinent information.

h. Reporting During Non-Duty Hours. During non-duty hours, initial reports on emergencies or significant changes in conditions of ongoing emergencies that the Commander, USACE or staff need to be immediately aware of will be provided by telephone, through command channels, to the UOC Chief (CECS-OPS) or the Chief, Civil Emergency Management Branch, or the designated duty officer at their home telephone or pager number. A follow-up SITREP will be provided the next business day.

i. Distribution of Reports. MSC commanders will furnish information copies of situation reports on events to the CONUSA, unified, or designated commander, as well as the appropriate FEMA Regional Director(s) using the fastest electronic means available. Other concerned officials should be similarly informed. District commanders will furnish information copies of SITREP's to state emergency management agencies and other agencies and officials, as required. When appropriate, SITREP's will be furnished to interested local congressional offices.

j. Termination of SITREP Submissions. If no Disaster Recovery SITREP's are required in accordance with paragraph 4-16. below, SITREP submissions can be terminated upon fiscal closeout of the funds received for the event.

<b>BASIC SITREP FORMAT</b>	
<b>1. SITREP:</b>	The word "SITREP" followed by the District name, date, local time, and Zulu Date-Time-Group (DTG)
<b>2. DISASTER NR.:</b>	The assigned number for this disaster event.
<b>3. CATEGORY:</b>	<p>Short description of the type of SITREP. Examples:</p> <ul style="list-style-type: none"> <li>- Storm</li> <li>- Post Flood Response*</li> <li>- Earthquake</li> <li>- Tornadoes</li> <li>- Support to Law Enforcement</li> <li>- Mobilization**</li> <li>- Flood (or Potential Flood)</li> <li>- Hurricane (or Tropical Storm)</li> <li>- Volcano</li> <li>- Pollution Spill</li> <li>- Support to Military Operation</li> </ul> <p><i>*Used only if there were no SITREP's for the associated storm or flood.</i> <i>**Requires HQUSACE authorization to use.</i></p>
<b>4. EVENT NAME:</b>	The assigned name of the event.
<b>5. SEQUENCE NR.:</b>	Use "Initial" for the first report. Subsequent reports will begin with "2" and be sequentially numbered thereafter. For the last report, use the next sequential number followed by "and Final". If Disaster Recovery Reports will follow, use the next sequential number followed by "Disaster Recovery SITREP's to follow."
<b>6. SITUATION:</b>	A summary of the situation that answers the questions what, where, and when. This paragraph may be a narrative or in bullet format.
<b>7. PAST 24:</b>	A narrative or bullet form statement of USACE actions, activities, and situations that have occurred in the previous 24 hours, or since the last SITREP.
<b>8. NEXT 24:</b>	A narrative of planned and anticipated actions for the next 24 hours or the next reporting period.
<b>9. OTHER EFFORTS:</b>	Commander's Assessment, if needed. A summarization of efforts taken by other agencies, state/local governments, and organizations. Examples include FEMA, military agencies, Red Cross, etc.
<b>10. APPENDICES - MANDATORY</b>	<ul style="list-style-type: none"> <li>A. FCCE Funds</li> <li>B. FEMA Funds (by mission assignment)</li> <li>C. Personnel</li> </ul>
<b>11. APPENDICES - AS NEEDED</b>	<ul style="list-style-type: none"> <li>D. Reservoir Status</li> <li>E. River Stage Data</li> <li>F. Weather and Rainfall Data (actual and/or projected)</li> <li>G. FEMA Mission Assignments - Operational Report</li> <li>H. FCW Rehab Status</li> <li>I. - Z. Others</li> </ul>

**Figure 4-4. Format for Situation Report**

<b>FCCE FUNDS - APPENDIX A</b>				
<b>CLASS</b>	<b>FUNDS PROVIDED</b>	<b>FUNDS OBLIGATED</b>	<b>FUNDS EXPENDED</b>	<b>REMARKS</b>
210				
220				
230				
240				
250				
310				
320				
330				
340				
370				
410				
420				
430				
510				
520				
<b>Figure 4-5. Format for Appendix A to Basic SITREP</b>				

<b>FEMA FUNDS - APPENDIX B</b>					
<b>MISSION NR.</b>	<b>MISSION NAME</b>	<b>FUNDS RECEIVED</b>	<b>FUNDS OBLIGATED</b>	<b>FUNDS EXPENDED</b>	<b>REMARKS</b>
<b>Figure 4-6. Format for Appendix B to Basic SITREP</b>					

PERSONNEL - APPENDIX C						
MSC/DISTRICT ORGANIC ASSETS		TDY PERSONNEL (NONORGANIC)				
MIL (OFF/WO/ENL)	CIV	249TH EB (OFF/WO/ENL)	MIL (OFF/WO/ENL)	CIV, SAME MSC	CIV, OTHER MSC	OTHER
<p>REMARKS: (Note significant changes in personnel numbers, arrival/departure of PRT's, etc. Personnel from the 249th Engineer Battalion (Prime Power) will be reported separately from other nonorganic military personnel.) The "Other" category includes contractors, and personnel from non-USACE DOD or Federal agencies.</p>						
<p>Figure 4-7. Format for Appendix C to Basic SITREP</p>						

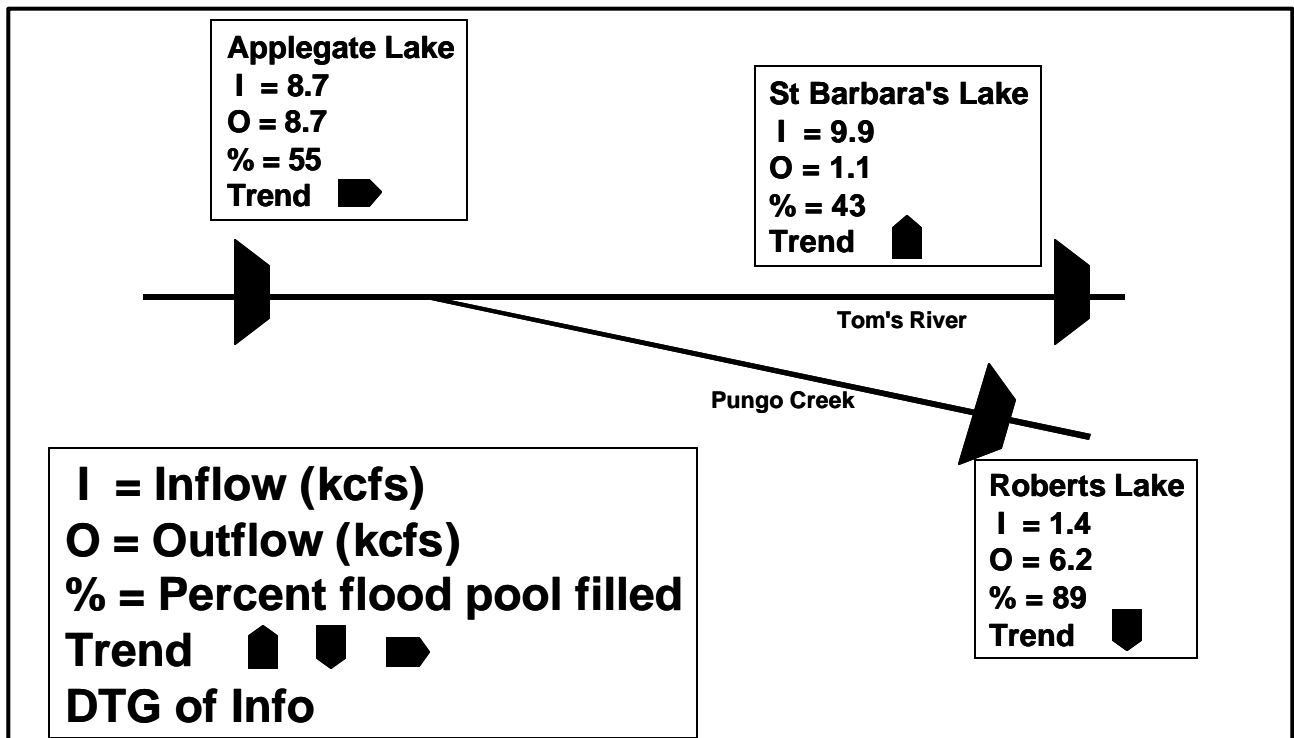


Figure 4-8. Format for Appendix D to Basic SITREP

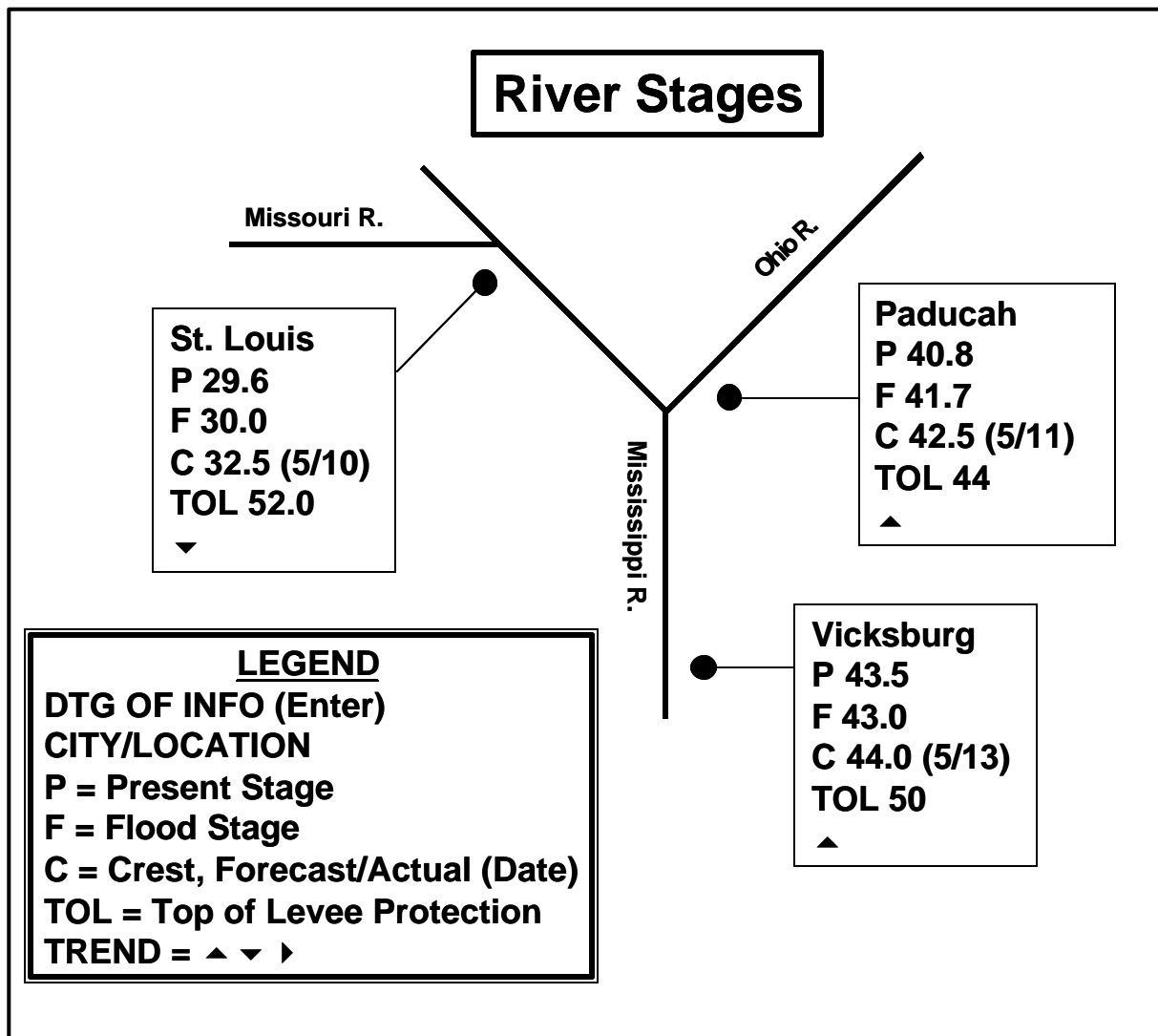


Figure 4-9. Format for Appendix E to Basic SITREP

**4-16. Disaster Recovery SITREP's.** Many PL 84-99 and Stafford Act operations involve long term recovery activities such as levee rehabilitations or debris disposal missions. As the response requirements for a disaster diminish, recovery activities become the focus of effort. While the immediate crisis has been resolved, there is a continuing need to effectively manage the recovery effort. This need will be accomplished through the Disaster Recovery SITREP, which is a continuation of the situation reports with a focus on recovery activities. Guidance in paragraph 4-15. above will be followed, except as modified by this paragraph, or specific HQUSACE-issued guidance.

a. Format. The format for the Disaster Recovery Report is at Figure 4-10. Appendices involving activities that are either completed, or no longer pertinent to the management process, may be omitted.

b. Frequency.

(1) Through Physical Completion. Until all FCW rehabilitation projects and all FEMA missions are physically completed, Disaster Recovery SITREP's will be provided twice monthly, on the first business day of each month, and the 15th of each month (or the last business day prior to the 15th if the 15th is a weekend or holiday). If necessary or directed by HQUSACE, report submission times and frequencies may be changed. For the purpose of Disaster Recovery SITREP's, FCW rehabilitation projects are considered physically complete when all construction efforts on the project are completed, except for minor cleanup; seeding or sod placement; punch list items; or additional pump station or relief well work. FEMA missions are considered physically completed when all contractual commitments are completed, with the exception of site restoration activities for debris reduction.

(2) Through Fiscal Completion. Until fiscal closeout of all missions and rehabilitation work has been completed, but after physical completion of all rehabilitation projects and FEMA missions, Disaster Recovery SITREP's will be provided on at least a monthly basis. Disaster Recovery SITREP's will be submitted on the 15th of each month, or the last work day prior to the 15th if the 15th is a weekend or holiday.

c. Additional Distribution. When appropriate, Disaster Recovery SITREP's will be furnished to interested local congressional offices, and other agencies as needed.

d. FCW Rehabilitation Status Format. The format for Appendix H, FCW Rehabilitation Status, is at Figure 4-11.



<b>DISASTER RECOVERY SITREP FORMAT</b>	
<b>1. SITREP:</b>	The phrase "SITREP - Disaster Recovery Report" followed by the District name, date, local time, and Zulu Date-Time-Group (DTG)
<b>2. DISASTER NR.:</b>	The HQUSACE-assigned number for this disaster event. <i>(Same as was used on earlier SITREP's for the event)</i>
<b>3. CATEGORY:</b>	Short description of the type of disaster. <i>(Same as was used on earlier SITREP's for the event).</i>
<b>4. EVENT NAME:</b>	The assigned name of the event. <i>(Same as was used on earlier SITREP's for the event)</i>
<b>5. SEQUENCE NR.:</b>	Continue sequential numbering from previous SITREP's. For the last report, use the next sequential number followed by "and Final".
<b>6. SITUATION:</b>	A summary of the situation that answers the questions what, where, and when. This paragraph may be a narrative or in bullet format.
<b>7. PAST 24:</b>	A narrative or bullet form statement of USACE actions, activities, and situations that have occurred in the previous 24 hours, or since the last SITREP.
<b>8. NEXT 24:</b>	A narrative of planned and anticipated actions for the next 24 hours or the next reporting period.
<b>9. OTHER EFFORTS:</b>	Commander's Assessment, if needed. A summarization of efforts taken by other agencies, state/local governments, and organizations. Examples include FEMA, military agencies, Red Cross, etc.
<b>10. APPENDICES - MANDATORY</b>	A. FCCE Funds B. FEMA Funds (by mission assignment) C. Personnel
<b>11. APPENDICES - AS NEEDED</b>	D, E, F. (See Figure 4-4.) G. FEMA Mission Assignments - Operational Report H. FCW Rehab Status I. - Z. Others

**Figure 4-10. Format for Disaster Recovery SITREP**

<b>FCW Rehabilitation Status</b>												
#	FCW Name	Dist	Active Project?	Report Start Date	Report to MSC	Report Approval	E&D Date	Cont Award	Const Start	Const Compl	Fed Cost	Remarks
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
										Total		

**FIGURE 4-11. Format for Appendix H to Disaster Recovery SITREP**

**4-17. Spot Reports (SPOTREP's).** SPOTREP's are used to provide new information or update existing information when the urgency of reporting requires immediate transmission to higher headquarters, and cannot wait for the next scheduled SITREP submission. Information of a critical nature should be immediately transmitted via a SPOTREP, without necessarily waiting for all pertinent details. However, the submitting organization must ensure that information provided in the SPOTREP is accurate (based on the best available information) prior to submission. Figure 4-12 provides the format for SPOTREP's. SPOTREP's will be numbered using the number of the last submitted SITREP, followed by a lower case letter in alphabetical order starting with "a". For example, the third SPOTREP submitted after SITREP 4 would be numbered SPOTREP 4.c.

<b>SPOTREP FORMAT</b>	
<b>1. SPOTREP:</b>	The word "SPOTREP" followed by the District name, date, local time, and Zulu Date-Time-Group (DTG)
<b>2. DISASTER NR:</b>	The HQUSACE-assigned number for this disaster event, from the SITREP.
<b>3. CATEGORY:</b>	Category used in the corresponding SITREP.
<b>4. EVENT NAME:</b>	The assigned name of the event.
<b>5. SEQUENCE NR:</b>	Use the number of the last submitted SITREP, followed by a lower case letter in alphabetical order starting with "a".
<b>6. Information</b>	Report information using any appropriate format, to include narrative, picture, graph, or chart.

**Figure 4-12. Format for SPOTREP Submission**

**4-18. After Action Reports and Procedures.**

a. Critique Sessions. Following major events, an after action critique session to discuss operation successes and lessons learned may be conducted. Critique sessions may be requested by divisions or districts, may be at the request of HQUSACE, or may be combined with a joint FEMA-USACE session. Funding for extraordinary costs of critique sessions will be requested under Class 220.

b. After Action Report (AAR). The AAR is a summary of disaster operations and interagency coordination. Its intended use is to improve the conduct of future operations, as well as serving as the consolidated historical record of the disaster. The AAR will include a discussion of the emergency situation, the types of assistance provided, coordination with FEMA and other agencies, effectiveness of the response, strengths and weaknesses of the operation, specific problems and suggested solutions, general appraisal and comments, conclusions, and recommendations. The format is at Figure 4-13. Explanatory information is provided at Figure 4-14. The report will be submitted through

the MSC to Commander, USACE (CECW-OE and CECS-O), within 120 days after most emergency activities (or most FCW rehabilitation projects, if there are many such projects) are complete. Three copies of the AAR will be furnished to the Readiness Support Center. Copies of the AAR will also be furnished to other agencies and organizations as appropriate. MSC's may consolidate multi-district events into a single AAR. AAR's are required for:

(a) Any event involving over \$500,000 in total FCCE expenditures, excluding investigations, AAR expenses, and Category 300 activities.

(b) Any event with Category 300 expenditures in excess of \$1,000,000.

(c) Any other event when directed by MSC or HQUSACE.

c. Funding. ER 11-1-320 establishes funding procedures for After Action Reporting activities.

**4-19. Disaster Audit.** At the request of HQUSACE, a disaster audit may be performed on USACE emergency operations. The audit will include an analysis of the nature of the work performed and emergency funding by category/class, and an evaluation of contracting methods used during all phases of the disaster response and recovery. Of particular importance is the manner in which the scope of work of emergency contracts was defined by the contracting officer, and what monetary controls were used to determine needs for increases in funds.

**AFTER ACTION REPORT FORMAT**  
**for**  
\_\_\_\_\_  
(name of event)  
USACE Disaster Number \_\_\_\_\_

**Part I. Cover Letter.**

**Part II. After Action Report.**

Table of Contents

Executive Summary

Chapter 1. General background information, to include

- a. the authority to prepare the report.
- b. the impacted area, basin topography, weather conditions, magnitude of the earthquake, etc.
- c. flood damage reduction systems, particularly reservoirs.

Chapter 2. Event specific information, including antecedent conditions, weather, pool stages, river conditions, snowpack, etc. Place voluminous tabular data, maps, etc., in an appendix.

Chapter 3. Emergency operations of the Corps element(s) involved.

Chapter 4. Commander's assessment of the division/district's operational response.

Chapters 5. - X. As needed.

**Part III. Appendices.**

Appendix A. Cost information.

Appendix B. PL 84-99: Separate projects and major activities.

Appendix C. FEMA Mission Assignments.

Appendix D-X. As needed.

Appendix Y. Lessons Learned.

Appendix Z. Distribution.

**Figure 4-13. Format for After Action Report**

**Part I. Cover Letter:** From commander of element preparing AAR to next higher commander.

**Part II. After Action Report**

**Table of Contents:** Self explanatory.

**Executive Summary:** One to two page executive summary of the AAR. Limited to two pages in length.

Chapter 1. This chapter should be prepared in sufficient detail so that a historical researcher, years in the future, will be able to understand what happened.

Chapter 2. Self explanatory.

Chapter 3. Either a straight chronological approach, or chronological for each division/district involved, may be used. This chapter should also include appropriate reference to FEMA operations. Divide into sections if necessary.

Chapter 4. Self explanatory. If a division level AAR, commander's assessments for each participating district may be included. If a multi-division AAR, commander's assessments for each division are required.

Chapter 5. - X. Self explanatory.

**Part III. Appendices to the After Action Report**

Appendix A. A cost summary and cost breakdowns for the event will be provided. The first figure or table presented will be a one page summary of all costs (e.g., FCCE, FEMA, O&M Gen, etc.) of the event's operations. The second and third figures/tables will be separate summaries of FCCE costs (by category/class) and ESF-3 costs (by mission), respectively, with explanatory remarks. For FCCE costs, costs to undertake major (i.e., costing more than \$500,000) Advance Measures or rehabilitation projects will be shown separately. These cost figures will also be further broken down by state. Other figures, charts, and tables will be presented as needed.

Appendix B. Each separate project and major activity (e.g., a significant floodfight) within Categories 200-500 will be addressed in narrative format. This may be either in a single appendix for a small event, or in individual tabs to the appendix when large numbers of projects/efforts are involved.

Appendix C. Each ESF-3 mission assignment will be addressed in a separate paragraph or tab in the appendix.

Appendix D-X. Self explanatory.

Appendix Y. Lessons Learned will be in the following format, and sequentially numbered:

- Issue.
- Discussion.
- Recommendation.
- Responsible office for correcting/addressing the situation.

Appendix Z. Distribution. Self explanatory.

**Figure 4-14. Explanatory Guidance for AAR Preparation**

EP 500-1-1  
30 Sep 01

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## CHAPTER 5 REHABILITATION AND INSPECTION PROGRAM

### *Section I - General*

**5-1. Rehabilitation and Inspection Program (RIP) - Overview.** The RIP is the USACE program that provides for the inspection and rehabilitation of Federal and non-Federal flood control projects, and the inspection and rehabilitation of Federally authorized and constructed Hurricane/Shore Protection Projects (HSPP's). Districts will implement the RIP in accordance with ER 500-1-1, this pamphlet, and ER 1130-2-530 (for Federal projects). The RIP includes:

a. FCW Database. The maintenance of the FCW Database for all FCW's (including HSPP's). (See paragraph 5-3.)

b. Initial Eligibility Inspections. The performance of Initial Eligibility Inspections (IEI's) for non-Federal FCW's. (See paragraph 5-5.)

c. Continuing Eligibility Inspections. The performance of Continuing Eligibility Inspections (CEI's) for Federal and non-Federal FCW's. (See paragraph 5-6.)

d. Rehabilitation Assistance. The rehabilitation of damaged FCW (Section III of this chapter) and nonstructural alternative projects (NSAP's) (Section IV of this chapter).

e. HSPP's. For clarity and simplicity, procedures for HSPP's are separately addressed in Section V of this chapter.

**5-2. RIP Philosophy.** The Corps of Engineers has a long tradition of, in an unbiased manner, conducting operations and administering programs that balance the competing goals of many interests. The RIP is this process in a microcosm. The principal reason the RIP exists is to ensure continuation of reliable protection - flood damage reduction - for people's lives, communities, and improved property. This protection is provided within the legal parameters of PL 84-99, other applicable Corps authorities, and the need to provide proper stewardship of the taxpayers' dollars with which the Corps is entrusted. The Corps must balance local interests and concerns, stewardship of funds, environmental sensitivity, and sound engineering judgment. The Corps must continue, and improve upon, this tradition, ensuring the integrity of the mission accomplishment process.

**5-3. FCW Database.** Districts have had a longstanding requirement to maintain an FCW database. This database must include all known FCW's, Federal and non-Federal, as well as all Corps owned and operated FCW's. Corps operated dams need not be included in the Database. Funding for database maintenance will be provided through the annual

FCCE budget submission in Class 380. The database should include the information listed in Figure 5-1 for all Active projects, and as much information as is available for Inactive projects. Until the Corps-wide FCW database is developed in ENGLink, districts will determine their own methods for maintaining their databases. Supporting documentation and pertinent correspondence concerning FCW's will be appropriately maintained in district files.

<b><u>FCW DATABASE</u></b>		
<b>Part I. <u>GENERAL</u></b>		
1.	Project Name	The legal name of the FCW.
2.	State	Self explanatory.
3.	County	Self explanatory.
4.	City	Self explanatory.
5.	CWIS Number	The Civil Works Information System number (if one is assigned.) <i>(Mandatory for all Federal projects.)</i>
6.	River	The name of the river which the FCW is on.
7.	River Basin	The name of the river basin.
8.	Type of FCW	Indicate levee, dam, channel, floodway, etc., or combination thereof.
9.	Other Purpose	Indicate if the project has another purpose other than flood control and protection.
<b>Part II. <u>PUBLIC SPONSOR INFORMATION</u></b>		
10.	Public Sponsor	The name of the FCW's Public Sponsor.
11.	Point of Contact	The principal point of contact for the Public Sponsor.
12.	Public Sponsor's Address/Phone No.	Self explanatory.
13.	Owners/ Percentage of Ownership	Individuals and entities (e.g., corporations) that own the protected land. Indicate the percentage of land owned by each individual/entity. If there are eight or fewer owners, list all. If there are more than eight owners, list all owners owning more than 15% of the protected land.
<b>Part III. <u>TECHNICAL DATA</u></b>		
14.	Dimensions	Describe the physical features of the FCW. For example, if the FCW is a levee, provide the dimensions for the height, crown width, side slopes, length, etc. In place of a narrative description, a sketch of the FCW may be made as an attachment to the Data Sheet.
15.	Material	Describe the material (e.g., type of soil, gradation of riprap) used in the construction of the FCW.
16.	Drainage Area	The total drainage area of the FCW at the downstream end of the project. (Estimate if the information is not readily available.)

**Figure 5-1. Flood Control Works Database**



17.	Level of Protection	Estimate the level of protection in terms of exceedance frequency in percent chance.
18.	Freeboard	Self explanatory. (Also includes risk and uncertainty data, if applicable.)
19.	Geotechnical	Statement describing the geotechnical aspects of the FCW.
20.	Hydraulic Design	Statement describing the hydraulic features of the FCW.
21.	Gage Locations	List the locations of gages in the vicinity of the flood control work.
<b>Part IV. <u>ECONOMIC INFORMATION</u></b>		
22.	Area Protected	The total area protected by the FCW in terms of square miles.
23.	Land Use/Value	List all the different land usage, the area of the land usage in terms of percentage of total area protected, and value of the land usage, such as:
	Agricultural	50% \$20,000
	Residential	10% \$450,000
	Undeveloped land	10% \$10,000
	Public recreation	10% \$25,000
	Commercial retail	10% \$650,000
	Industrial	10% \$950,000
<b>Part V. <u>HISTORY</u></b>		
24.	Historic Floods	List all past historic flood events that caused considerable damages to the FCW.
25.	Previous Repairs	List all dates, expenses, and sources of funds spent on previous repairs due to flood damages. Do not include routine maintenance costs.
<b>Part VI. <u>CURRENT STATUS</u></b>		
26.	Active/Inactive	Self explanatory.
<b>Part VII. <u>RESULTS OF INITIAL ELIGIBILITY INSPECTION</u></b>		
27.	1st Inspection	The date the first Initial Eligibility Inspection was performed.
28.	Project Condition	The project condition code for the first inspection.
29.	Dates of Later Inspections	The dates of later inspections performed, if the project failed to receive an "A" or "M" project condition code on the first IEI.
30.	Last IEI	The date of the IEI in which the project gained active status.
31.	Deficiencies	List all the deficiencies noted during the inspection(s).
32.	Inspectors	Name, Title or position, Grade, and office of the inspector(s).
<b>Part VIII. <u>CONTINUING ELIGIBILITY INSPECTIONS</u></b>		
33.	Inspections	Results and ratings. Each Continuing Eligibility Inspection conducted will be listed separately. Deficiencies will be noted. The latest rating will also be entered in Item 26.

**Figure 5-1. Flood Control Works Database (Continued)**

**5-4. The Inspection of Completed Works (ICW) Program.** The ICW Program is the O&M, General-funded program within the RIP that addresses Federally-constructed flood damage reduction projects turned over to non-Federal sponsors for operations and maintenance. The ICW Program's critical function in the RIP is the funding responsibility for CEI's of Federal projects. ICW funds are also used for technical review and approval of activities when a public sponsor seeks USACE approval for activities that may affect the integrity and/or reliability of its project. ICW funds at HQUSACE are managed by CECW-OE, and are budgeted on an annual basis. Refer to ER 1130-2-530 for additional ICW Program information. Conflicts between ER 1130-2-530 and ER 500-1-1 will be referred to HQUSACE (CECW-OE) for resolution.

**Section II - Inspections**

**5-5. Overview of Inspections.** A sound, consistent, comprehensive system of inspecting flood control works is the foundation of the RIP. Such a system encourages public sponsors to properly maintain their projects, allowing citizens and communities protected by the projects to be confident that their safety is provided for. The RIP includes two types of inspections, IEI's and CEI's. An inspection results in a project status of either Active or Inactive. Refer to ER 500-1-1, paragraphs 5-6. and 5-8. for additional information.

a. The Inspection Guide. IEI's and CEI's use the same form (the "Inspection Guide") to record inspection results. The Inspection Guide is in Appendix A.

b. Inspection Methodology.

(1) Individual items of each component of a project are *rated*, using the Inspection Guide (Appendix A), and the rating codes and criteria shown in Table 5-1, below.

<b>RATING CODES FOR INDIVIDUAL RATED ITEMS</b>		
<b>SYMBOL</b>	<b>RATING CODE</b>	<b>DEFINITION</b>
<b>S</b>	Satisfactory	The rated item is in satisfactory condition, and will function as designed and intended during the next flood event.
<b>M</b>	Marginally Satisfactory	The rated item has a minor deficiency that needs to be corrected. The minor deficiency will not seriously impair the functioning of the item during the next flood event. The overall reliability of the project will be lowered because of the minor deficiency.
<b>U</b>	Unsatisfactory	The rated item is unsatisfactory. The deficiency is so serious that the item will not adequately function in the next flood event, compromising the project's ability to provide reliable flood protection.

**TABLE 5-1. Rating Codes for Individual Rated Items**

(2) The lowest rating code for any rated item will determine the overall *condition* of the project. Project condition codes are shown in Table 5-2, below.

(a) If all rated items are rated as Satisfactory, the project condition is Acceptable. An Acceptable condition means that the FCW will function as designed and intended, with a high degree of reliability, during a flood event, and that necessary cyclic maintenance is being adequately performed.

(b) If one or more rated items are rated as Marginally Satisfactory, with no rated items rated as Unsatisfactory, then the project condition is Minimally Acceptable. The project will function as designed and intended, but with a lesser degree of reliability than what the project should provide.

(c) One or more rated items with a rating of Unsatisfactory will result in a project condition of Unacceptable. An Unacceptable condition means that one or more deficient conditions exist that are so serious that the FCW does not provide reliable protection against the threat of a flood. These deficiencies can reasonably be foreseen to prevent the project from functioning as designed, intended, or required.

<b>PROJECT CONDITION CODES</b>		
<b>SYMBOL</b>	<b>CONDITION</b>	<b>DEFINITION</b>
A	Acceptable	No immediate work required, other than routine maintenance. The flood control project will function as designed and intended, with a high degree of reliability, and necessary cyclic maintenance is being adequately performed.
M	Minimally Acceptable	One or more deficient conditions exist in the flood control project that need to be improved/corrected. However, the project will essentially function as designed and intended, but with a lesser degree of reliability than what the project should provide. Specific items of the project must be improved/corrected.
U	Unacceptable	One or more deficient conditions that can reasonably be foreseen to prevent the project from functioning as designed, intended, or required.
<b>TABLE 5-2. Project Condition Codes</b>		

(3) The project condition determines the project's *status* in the RIP, as shown in Table 5-3, below. If the project condition is Acceptable, the project is in Active status in the RIP. If the project condition is Minimally Acceptable, the project is in Active status in the RIP. If the project condition is Unacceptable, then the project is in Inactive status in the RIP.

<b>PROJECT STATUS</b>		
<b><i>IF THE LOWEST RATING FOR A RATED ITEM IS:</i></b>	<b><i>THEN THE PROJECT CONDITION IS:</i></b>	<b><i>AND THE PROJECT STATUS IS:</i></b>
Satisfactory	Acceptable	Active
Marginally Satisfactory	Minimally Acceptable	Active
Unsatisfactory	Unacceptable	Inactive

**Table 5-3. Project Status**

**5-6. Initial Eligibility Inspections (IEI's).** Initial Eligibility Inspections are conducted only on non-Federal flood control works. The intent of the IEI is to assess the project's design, construction, and maintenance. This assessment allows the Corps to make a rational determination of potential eligibility for Rehabilitation Assistance in the event a future flood damages the project. The IEI consists of two parts, an engineering assessment and a maintenance assessment, and uses the Inspection Guide in Appendix A. (Pump stations, if present, are also assessed for both maintenance and engineering criteria. There are separate engineering and maintenance sections in the Inspection Guide for pump stations.) The engineering assessment reviews the hydraulic/hydrologic aspects and the geotechnical situation of the project. The maintenance assessment determines the level and adequacy of routine and periodic maintenance being performed by the project sponsor.

a. Level of Detail. The IEI will be performed using on site inspections, and technical analyses of available data. The IEI will determine the general functional and structural integrity of the project, and thus the project's ability to provide reliable protection against floods. The IEI will also determine an estimated level of protection.

b. Engineering Assessment. The engineering assessment answers the question "will this project provide an acceptable level of protection against flooding, given the physical characteristics of the project itself, and the hydraulic and hydrologic conditions with which the project must contend?"

(1) Hydrologic and Hydraulic Analysis.

(a) Investigation procedures may include noting stream characteristics such as meandering, braiding, and excessive depositions. Observation should also include things that may affect future stream changes, such as debris on bridge structures, and historical changes, as related by local interests or news accounts of flooding events.

(b) Collection of data such as high water marks, location of bench marks, bridge cross-sections, flooding, and gage information may be available through searching in-house files or contacting the local Department of Highways, County Engineer, and/or state water agencies. Agencies with the US Department of Interior, such as the U.S. Geological Survey (USGS) and Bureau of Indian Affairs (BIA), and the Natural Resources Conservation Service (NRCS) or Forest Service of the U.S. Department of Agriculture may be a good source of information on flooding. Another valuable source of information may be to obtain photographs of impacted areas through contacts with local residents and the news media. Generally, the public sponsor should provide most of this information in conjunction with the request to conduct the IEI.

(c) Gauge data and/or regional equations are generally the first choice for estimating peak flood flow probability, where applicable. The USGS has published information on estimating the probability of floods in a location without any gauges. These documents are available to provide a simple means of obtaining flood probabilities that are essentially unaffected by changes in the watershed, conveyance, storage, or runoff characteristics for natural sites without gauges. The USGS also has flood probability data for various gauged locations. Regional equations and other types of relations, rather than the USGS information may be used. Watershed modeling may be done, if necessary, on a limited basis, if the watershed characteristics have been altered.

(d) Available data and/or profiles based on known water surface and flow information are generally the first choice for water surface profiles. However, when water surface profiles are not available and simple procedures, such as end area slope, are not applicable, the profiles can be computed with cross-sections, roughness values, and computer programs such as HEC-2. Roughness values can be estimated from field inspection and photographs of the channel and over bank areas. Cross-sections can usually be developed using recent aerial photos, topographic maps, and from over bank and channel cross section surveys gathered by inspectors. Other information (e.g., levee location, distances, floodways, and historical high water marks) may also be needed for hydrologic study.

(e) The inspection will document the effectiveness of existing erosion control features, and/or the need for protection against erosion in areas being threatened by wave action or surface flows, including erosion around appurtenant structures. Inspector(s) knowledgeable in bank protection, sediment transport, and river morphology and generally familiar with the region should perform the inspection.

## (2) Geotechnical Analyses.

(a) The geotechnical assessment will be based primarily on a detailed visual inspection using the parameters provided in Section I of the Inspection Guide in Appendix A. Soil

samples should be taken as deemed necessary by the geotechnical evaluator, who will then decide how extensive the analysis should be. Soil samples will only be taken and analyzed if all other portions of the IEI indicate that the project is likely to gain an Active status.

(b) The IEI should identify critical areas where slope stability appears weakest and document the location, reach, and cross-section at these points. Appropriate monitoring and evaluations should be recommended to document changes at these locations. Table 5-4 is provided as a guide for the initial visual inspection and evaluation of slope stability. Significant deviations from the table values, i.e., a steeper slope, are generally sufficient to cause the rating to be Unsatisfactory and the project condition to be Unacceptable, absent major mitigating circumstances that would lead to a different assessment.

<b>Cross Section Template Data</b>				
<b>Levee Material</b>	<b>Maximum Riverward Side-Slope</b>	<b>Maximum Landward Side Slope</b>	<b>Maximum Height</b>	<b>Minimum Top Width</b>
Clay	1V on 2 1/2H	1V on 2 1/2H	12 Ft	10 Ft
Sand	1V on 3H	1V on 4H	15 Ft	10 Ft

**TABLE 5-4. Levee Cross Section Template Data**

(c) IEI's should generally be conducted coincident with low or normal river stages, to allow maximum access to all portions of the project. However, observations during high river stages to assess seepage problems or related concerns may also be necessary, at the district's discretion.

c. Funding. IEI's will be funded under Class 350. Funding for IEI's will be requested from HQUSACE on an as needed basis, in accordance with ER 11-1-320.

**5-7. Continuing Eligibility Inspections (CEI's).** The purpose of a CEI is to verify that an Active FCW continues to meet minimum acceptable performance levels for the RIP. CEI's are intended to detect significant changes to project conditions from the conditions that existed during the IEI or the previous CEI (if one has been conducted) which affect the integrity of the FCW, or which may affect the integrity of the FCW in the future.

a. CEI's for Non-Federal FCW's. Item evaluations and overall project conditions are the same as those used for IEI's. (See paragraphs 5-4 and 5-5 above.) Districts will conduct CEI's using the Inspection Guide (Appendix A).

(1) Cycle. CEI's for non-Federal FCW will normally be conducted on a biennial cycle. Those projects that historically have been well maintained may be extended to a triennial inspection cycle.

(2) Funding. CEI's for Non-Federal FCW's are conducted using FCCE funds, Class 360, budgeted for and requested on an annual basis.

b. CEI's for Federal FCW's. CEI's for Federal FCW's will be conducted in accordance with ER 1130-2-530. Alternatively, the Inspection Guide at Appendix A may be used.

(1) Cycle. CEI's for Federal FCW will normally be conducted on a biennial cycle. Those projects that historically have been well maintained may be extended to a three-year or four-year inspection cycle, in accordance with ER 1130-2-530.

(2) Funding. Federal FCW's are inspected using Inspection of Completed Works (ICW) funds from the Operations and Maintenance, General appropriation, Class 60223. ICW funds at HQUSACE are managed by the Civil Emergency Management Branch, CECW-OE, and are budgeted for on an annual basis in accordance with the annual budget Engineer Circular.

#### **5-8. Reporting and Processing Results of Inspections, and General Information.**

a. IEI's. Results of IEI's will be provided to the sponsor and maintained at districts, and pertinent data recorded in the FCW Database. A copy of the inspection report will be sent to the public sponsor within 30 days of the completed inspection. If any items of an IEI are rated as Marginally Satisfactory, the sponsor's notification of Active status will include a statement that the Marginally Satisfactory item(s) must be upgraded to Satisfactory within three years, or any shorter period of time deemed reasonable by the district.

b. CEI's. Results of CEI's will be provided to the sponsor and maintained at districts, and pertinent data recorded in the FCW Database. A copy of the inspection report will be sent to the public sponsor within 30 days of the completed inspection. For an FCW with a project condition of Unacceptable, a copy of the inspection report will be sent via registered or certified mail to the public sponsor within 15 business days of completion of the inspection. If any rated items on a CEI are rated as Marginally Satisfactory, the public sponsor's notification will include a statement that the Marginally Satisfactory item(s) must be upgraded to Satisfactory within one year, or any shorter period of time deemed reasonable by the district. FCW's that have undergone a CEI and received a project condition code of Acceptable or Minimally Acceptable will retain an Active status in the RIP.

c. Unacceptable Condition. An FCW that has an overall project condition of Unacceptable is immediately placed in an Inactive status, and the FCW Database appropriately updated.

d. Notification Requirements. For notification requirements for the FEMA region, and for state and local level emergency management agencies, refer to ER 500-1-1, paragraph 5-5.c.

e. Maintenance of Records. The district will maintain records of all inspection reports for a minimum of ten fiscal years, or longer if warranted or needed for historical purposes.

f. Eligibility Disagreements. If a public sponsor disagrees with an Unacceptable condition given by USACE for an IEI or CEI, the district will inform the sponsor of its right to submit a reclama. Refer to paragraph 5-5.d., ER 500-1-1, for applicable policy.

g. Funding.

(1) Inspections of non-Federal FCW's will be funded under Class 350 (IEI's) and Class 360 (CEI's). District annual budgets will include funds for CEI's only. Funding for IEI's will be requested from HQUSACE on an as needed basis.

(2) Funding for CEI's of Federal FCW's will be from the Inspection of Completed Works program. This funding is provided from O&M, General, 96x3123.

h. Provision of Information to Sponsors of Inactive FCW. Districts will maintain an active outreach effort to provide sponsors of Inactive FCW with information and Levee Owners Manuals concerning upgrading their projects in order to become eligible for the RIP. Refer to ER 500-1-1, paragraph 5-21, for additional information.

i. Multiple Sponsors. In accordance with ER 500-1-1, paragraph 5-2.s., if a flood control project (or separable element of the project) falls under the jurisdiction of more than one public sponsor, the entire project (or separable element) will be reported as a single entity, not as separate reaches. The inspection and rating determination will be done without regard to the particular reach operated and maintained by an individual sponsor. The entire FCW will receive a single project condition code. The project condition code will be shared by the multiple sponsors, and will determine Active/Inactive status for the entire project.

j. Interrelationship with the Natural Resources Conservation Service. The existing Memorandum of Agreement between the Natural Resources Conservation Service (NRCS) and USACE divides responsibility between the two agencies regarding general eligibility for rehabilitation assistance. For flood control projects located in watersheds of less than 400 square miles, the NRCS lead responsibility for rehabilitation assistance. For flood control projects located in watersheds of greater than 400 square miles, USACE is responsible for Rehabilitation Assistance.



k. Regional Variances for Vegetation Standards. Policy for regional variances is provided in ER 500-1-1, paragraph 5-22. Procedures for addressing and processing regional variations for vegetation standards are covered in Appendix D.

**5-9. (Reserved.)**

***Section III - Providing Rehabilitation Assistance***

**5-10. Procedures After Occurrence of a Flood Event.**

a. Notice to Public Sponsors.

(1) District commanders will issue a Notice to Public Sponsors immediately after significant flood events to alert public sponsors of Active projects that a submittal deadline is in effect for USACE assistance to repair damaged FCW under PL 84-99. The notice format is provided at Figure 5-2. Issuance of a Notice to Public Sponsors will be noted in the next SITREP submitted.

(2) The notice will be provided directly to all public sponsors of Active FCW within the flood event area, and to the state emergency management agency.

(3) The submittal deadline for public sponsors to apply for Rehabilitation Assistance will be 30 calendar days from the date the flood waters recede to bankfull. This date will be prominently noted in the Notice to Public Sponsors.

(4) Under special or unusual circumstances, MSC commanders may approve extension of the deadline for an additional 30 days.

(5) When the notice period ends, the district will summarize the data regarding rehabilitation requests, to include known dispositions and funding data, via SITREP.

b. Request for Rehabilitation Assistance. The public sponsor must provide a written request for Rehabilitation Assistance within the 30-day time frame (or 60-day if extended). Districts will verify the status (Active or Inactive) of all requests for assistance on non-Federal FCW, and then proceed accordingly. No investigations will be accomplished or PIR's prepared for Inactive FCW. PIR preparation and processing procedures are addressed in paragraph 5-10, below.

c. PIR Funding. See ER 11-1-320, Chapter 3, for general information and procedures for funding actions regarding PIR's.

(1) For relatively small flood events, Class 340 funds should be separately requested for each individual project requiring preparation of a PIR.

(2) For large scale events, bulk funding may be requested by the district. A separate CWIS number (issued by CECW-OE) will be used for bulk funding for a given flood event. If the flood event within the district encompasses more than one state, then a separate CWIS number will be issued for each state.

(3) PIR activities (Class 340 funds) will be closed out within 90 days from the date the project is approved or disapproved. If a PIR was not prepared, the closeout will be within 90 days from the date of the determination of ineligibility for Rehabilitation Assistance.

d. Interagency Levee Task Force. See paragraph 5-15 below.

#### **5-11. PIR Preparation and Processing.**

a. Sponsor Request for Rehabilitation. Upon receipt of a public sponsor's request for Rehabilitation Assistance, the district will first check to ensure that the FCW is Active. If Active, the district will request funds to perform a field investigation to determine the extent of damages. (Refer to paragraph 5-16 for requests for a Nonstructural Alternative Project in lieu of structural Rehabilitation Assistance.) If merited, the District will then prepare a Project Information Report (PIR).

(1) The BCR must be greater than 1.0 for the PIR to be approved. If the district determines during the PIR preparation that the BCR will be less than 1.0, it will cease further work on the PIR and notify the public sponsor appropriately.

(2) If estimated repair costs for damages to an FCW total less than \$15,000, USACE mandatorily considers the damage to be the sponsor's O&M responsibility to repair. Districts may use a higher threshold than the \$15,000 specified to define the sponsor's O&M responsibility.

(3) The PIR will be prepared in accordance with the format in Figure 5-3. The PIR Review Checklist, Appendix Z of the PIR, is provided at Figure 5-4.

(a) The PIR Review Checklist must be completed and signed by the Emergency Manager or project officer for the Rehabilitation Assistance.

(b) References in the Checklist refer to both ER 500-1-1, designated with "ER" followed by the paragraph number, and this pamphlet, designated with "EP" followed by the paragraph number.

b. District Time Frame. The district will transmit the PIR to the MSC no later than 40 calendar days from the date the sponsor's request is received at the district or termination of the flood event, whichever is later. In cases where significant numbers of PIR's must be prepared, or when weather conditions or other circumstances limit ability to complete the PIR's, the district commander may, with concurrence of the MSC, extend the 40 day period.

c. Approval Process. The MSC will act on the PIR within 10 business days after receipt.

d. Approval Authority. Approval of PIR's is delegated to the MSC Commander, or a Deputy Division Engineer. Further delegation of approval authority is not permitted.

(1) When necessary, a division may broker the PIR review process to another district within the division. However, approval authority for the PIR's will remain at the MSC level. The Pacific Ocean Division may broker PIR review process work to the South Pacific Division or its subordinate districts.

(2) PIR's that involve highly complicated or unusual circumstances may be forwarded, at the MSC's discretion, to HQUSACE (CECW-OE) for action.

e. Funding - Approved PIR's.

(1) Upon notification by the MSC that a PIR has been approved, the district will request funds for engineering and design in accordance with ER 11-1-320. HQUSACE will normally provide funds within 5 days of the funding request.

(2) When the project is ready for contract award, the district will request funds for construction and supervision and administration. HQUSACE will normally provide funds within 3 days of the request. When warranted, districts will note the need for a faster provision of funds.

(3) Funding necessary to review and process the PIR's at MSC level (or at the brokered district) will normally be provided by the district submitting the PIR.

**5-12. Approved Rehabilitation Projects.** The district should obtain a signed CA within 30 days of PIR approval. The actual construction for the rehabilitation project will commence within 60 calendar days following PIR approval or execution of the CA, whichever is later. "Actual construction" is defined as the issuance of the Notice to Proceed to the prime contractor for the initial phase of the contract. When unable to meet this requirement, the district will report the circumstances via SITREP.

a. Contingency Contracting. Expedient contracting procedures (see Chapter 11) will be used to ensure rapid accomplishment of the required rehabilitation work. District contracting offices will document procedures for all pertinent unusual and compelling circumstances.

b. Notification of Completed Rehabilitation Projects. District Emergency Management personnel will ensure that the public sponsor is notified when the USACE work is completed.

c. Fiscal Close Out. The district Emergency Management office will ensure that actions for fiscally closing out FCCE activities are completed in a timely manner. Close out activities will be in accordance with ER 11-1-320. Districts will fiscally close each project, and offer unobligated funds for revocation, within 60 days of the physical completion date of the project. When a contractor claim or a similar need to retain project funds is anticipated, sufficient funds to meet the claim may be retained by the district, but all other remaining funds must be offered for revocation. If the funds retained for anticipated claims/costs are insufficient, additional funding may be requested.

### **5-13. Cooperation Agreements - Rehabilitation Assistance.**

a. Non-Federal Projects. Prior to USACE providing Rehabilitation Assistance for non-Federal FCW's, a CA must be executed between the public sponsor and USACE. The format for CA's for rehabilitation of non-Federal FCW's is in Appendix B, Figure B-1.

b. Federal Projects. For rehabilitation of Federal FCW's (excluding HSPP's), a CA is occasionally not needed, because of the existence of the Project Cooperation Agreement (PCA) from the original construction of the project. In lieu of a CA, the district will notify the public sponsor in writing of the public sponsor's requirements, citing the original PCA. If no record of a PCA can be found, or the existing PCA is inadequate, then a CA is required as for a non-Federal FCW. The format for CA's for rehabilitation of Federal projects is in Appendix B, Figure B-2.

c. Local Responsibilities. Before or during the preparation of the supporting documents for a PIR, the district will ensure the public sponsor is aware of required contributions and commitments.

d. Deviation from Approved CA Language. Refer to ER 500-1-1, paragraph 2-4.a.

e. Signature of CA's. Refer to ER 500-1-1, paragraph 2-4.b.

**5-14. Initial Repairs - Breached Levees.**

a. Policy. For policy regarding Initial Repairs, refer to ER 500-1-1, paragraph 5-14.

b. Justification for Initial Repairs. When a levee breach merits consideration of Initial Repairs, the district will submit a written memorandum through command channels to HQUSACE (CECW-OE). The memorandum will address the justification for Initial Repairs (paragraph 5-14.a., ER 500-1-1), provide rough cost estimates, and provide a schedule for completion of each breached levee. The schedule will include events through completion of permanent repairs for each project. Enclosed with the memorandum will be Class 340 funding requests for each project for which Initial Repairs are requested.

c. PIR's for Initial Repairs. HQUSACE (CECW-OE) will approve/disapprove all requests for consideration of Initial Repairs. Class 340 funds will be provided for approved requests. The district will conduct a field investigation and prepare an abbreviated PIR (see d., below) for projects with approved requests. An approved request to prepare the PIR does not presuppose approval of either the Initial Repairs or final repairs for the levee project.

d. PIR Preparation. The PIR for an Initial Repair will use the format in Figure 5-3. Information will be provided for each paragraph at a level of detail sufficient to justify undertaking the Initial Repair. Initial Repairs tend to be relatively costly, so as the District prepares the Initial Repair PIR, it must be cognizant of the requirement that the BCR of the final repair must be greater than 1.0 for the final repair to be approved.

(1) Paragraph 9 must address the existence of any blow holes or scour areas that will impact the cost of returning the levee to its original footprint and alignment.

(2) Paragraph 11 and Appendix F of the PIR must justify both the Initial Repair and the final repair, since initial repair costs must be included in the costs during the overall economic analysis for final repairs. (Refer to ER 500-1-1, paragraph 5-14.e.)

(3) Paragraph 12 must indicate the results of initial coordination with the appropriate resource agencies.

(4) Paragraph 14 must address the proposed contracting strategy for completing the Initial Repair.

e. Initial Repair PIR Approval.

(1) Approval authority for Initial Repair PIR's is delegated to Division Commanders, unless the level of protection the Initial Repair provides exceeds a 25-year level of protection. In such cases, the Division Commander will forward the Initial Repair PIR to HQUSACE (CECW-O) for approval. Division commanders may further delegate approval authority only to permanently assigned Deputy Division Engineers or members of the Senior Executive Service on the division staff.

(2) Approval of an Initial Repair PIR indicates that the Initial Repair is necessary, and can be completed either during the current flood season, or prior to the next flood season, and that there is strong support in the local community for undertaking the Initial Repair.

(3) Approval of an Initial Repair PIR will include the following statements:

(a) "Approval of this Initial Repair is in accordance with current USACE policy."

(b) "This initial Repair provides a \_\_\_\_ (*fill in the blank*) year level of protection."

(c) "Based on all available evidence, the final repair of this flood control project will have a benefit to cost ratio greater than 1.0, including the costs of the Initial Repair and the benefits lost to the final repair because of the protection provided by the Initial Repair."

(d) A statement directing that the most expedient contracting procedures available will be used to ensure rapid accomplishment of the required rehabilitation work.

**NOTICE TO PUBLIC SPONSORS**

**US ARMY CORPS  
OF ENGINEERS**

**REPLY TO:**  
CORPS OF ENGINEERS, \_\_\_\_\_ DISTRICT  
Emergency Management Division  
Street Address  
City, State, Zip

**DATE: 1 June 20\_\_**

**APPLICATION PERIOD EXPIRES 1 JULY 20\_\_**

**REHABILITATION ASSISTANCE FOR FLOOD-DAMAGED FLOOD CONTROL PROJECTS**

Public Sponsors of flood control projects that sustained damages due to flooding during the period 17 May 20\_\_ to 31 May 20\_\_, have until 1 July 20\_\_ to apply for Public Law 84-99 Rehabilitation Assistance from the US Army Corps of Engineers, \_\_\_\_\_ District.

The Corps of Engineers has authority under Public Law 84-99 to supplement local efforts in the repair of both Federal (Corps-constructed, locally operated and maintained) and non-Federal (constructed by non-Federal interests or by the Work Projects Administration (WPA)) flood control projects damaged by flood.

a. For a non-Federal flood control project to be eligible for Rehabilitation Assistance, it must have been inspected, evaluated, and accepted into the Corps Rehabilitation and Inspection Program (i.e., granted Active status) *prior to* the onset of the flood, and still be Active (based on the latest Continuing Eligibility Inspection) at the time of the flood.

b. For a Federal flood control project to be eligible for Rehabilitation Assistance, it must be in an Active status by having passed its last Inspection of Completed Works inspection.

c. Rehabilitation Assistance will be provided by the Corps only when the work is economically justifiable, the damage was sustained during the recent flood event, and the cost of repairs is more than \$15,000.

d. Rehabilitation Assistance for a non-Federal project is cost shared between the Public Sponsor and the Corps of Engineers. The Public Sponsor must provide 20 percent of the cost of the Rehabilitation Assistance.

All requests for assistance made to the Corps will be coordinated with the Federal Emergency Management Agency (FEMA) and the Natural Resources Conservation Service (NRCS) to prevent duplication of benefits.

If the Public Sponsor believes that its project may qualify for Rehabilitation Assistance, a written request must be submitted to the Corps of Engineers at the address above. The request must be signed by an officer or responsible official of the Public Sponsor, and must include:

- Name and telephone number of the Public Sponsor's point of contact;
- Legal name of the flood control project;
- Date and results of the last inspection by the Corps of Engineers;
- Location of the flood control project by township, section, range, city, and county;
- Location(s) of the damaged section(s), and extent of the damage at each location; and
- Waterway causing the flood.

Upon receipt of the Public Sponsor's request, the Corps of Engineers will schedule an inspection with the Public Sponsor. If you have any questions, contact the Corps of Engineers at *phone number* for assistance.

[SIGNATURE BLOCK OF DISTRICT ENGINEER]

**Figure 5-2. Format for Notice to Public Sponsors**

**PROJECT INFORMATION REPORT  
REHABILITATION OF DAMAGED FLOOD CONTROL WORKS**

**GENERAL ORGANIZATION OF THE PIR**

**Part I. Executive Summary.** *(A one to two page overview of the rehabilitation project, similar in content to a fact sheet or an information paper. All pertinent information regarding the project, the repair plan, costs, and the benefit cost ratio are presented.)*

**Part II. Basic Report**

1. Project Identification
  - a. Project Name *(Include both the formal name, and any popularly used or former names.)*
  - b. Project's Funding Class *Class 310 for Federal FCW, Class 320 for non-Federal FCW*
  - c. Project's CWIS Number (if none exists, so state)
2. Project Authority
  - a. Classification *(Federal or non-Federal.)*
  - b. Authority *(If a Federal project, provide the authority under which it was originally constructed. If a non-Federal project, provide known information.)*
  - c. Estimated original cost of project.
  - d. Construction completion date of original project.
  - e. Provide additional information regarding major modifications/improvements/betterments, to include those done by the Corps.
3. Public Sponsor(s)
  - a. Sponsor Identification. *(Include name, address, phone number, etc.)*
  - b. Application for Assistance.
    - (1) Date of Issuance of District's public notice.
    - (2) Date of public sponsor's written request. *(Include at Appendix A.)*
4. Project Location *(Provide location and project maps, drawings, photos of the undamaged project, and other supporting information at Appendix B, Tab 1.)*
  - a. City, County, State, Basin, River on which project is located, River Mile, River Bank (left/right).
  - b. Narrative providing a general description of the project, including special features such as stoplog closures, ripped areas, etc.

**Figure 5-3. PIR Format, Rehabilitation of Damaged Flood Control Works**



**Part II. Basic Report (continued)**

5. Project Design (Provide a narrative of the project design. Indicate whether the project is an Urban FCW; an Agricultural FCW with urban/developed areas; or an Agricultural FCW. Indicate if the project is a multipurpose project. Include drawings, photos, etc. in Appendix B, Tab 2.)

6. Disaster Incident (General, brief, description of the disaster. Include start date and end date. Place voluminous or extensive information in Appendix C.)

7. Project Damages (Provide a detailed description of damages incurred by the project in the flood event. Tabular data, photos of damaged areas, etc., will be placed in Appendix D.)

8. Project Performance Data

a. Inspection results

(1) Date of last inspection

(2) Type of last inspection (IEI, CEI, or other - with explanation)

(3) Project Condition Code of last inspection. Provide narrative of any special or unusual situations, as needed.)

b. Sponsor's annual O&M cost. (Also include any other significant work undertaken.)

c. Estimated cost to repair maintenance deficiencies. (Include descriptions of and cost estimates for deferred and/or deficient sponsor maintenance.)

9. Project Repair Alternatives Considered (In a narrative, with tabular data and/or drawings included as needed, summarize the repair alternatives considered. The final paragraph will indicate the recommended alternative, and the rationale for the recommendation. Explanation must be detailed if an other than lowest cost to the Federal government alternative is recommended. If applicable, indicate public sponsor's preference for any alternative other than the lowest cost to the Federal government, to include cost data. If the sponsor has requested an NSAP, include narrative of structural repair alternative as well as NSAP data. Detailed cost data calculations and other voluminous information will be placed in Appendix E.)

10. Recommended Alternative. (Provide detailed narrative of repair alternative (or NSAP alternative) recommended. Include drawings, maps, etc., as needed, or refer to their location in Appendix E.)

11. Economics (Refer to Appendix C of EP 500-1-1 for format. Provide a detailed narrative for the recommended alternative. Provide a brief narrative of the economics for each other alternative, using the same order as used in paragraph 9, above, if needed. Include tabular and supporting data in Appendix F.)

**Figure 5-3. PIR Format, Rehabilitation of Damaged Flood Control Works  
(Continued)**

**Part II. Basic Report (continued)**

12. Environmental *(Provide a general summary of environmental considerations, to include any potential "show stoppers". Specific statements will be provided in Appendix G as separate tabs. Required statements include:  
Tab G-1. A statement on the effect of proposed work on the environment.  
Tab G-2. Environmental Assessment.  
Tab G-3. Considerations under Section 7 of the Endangered Species Act of 1973 (PL 93-205).  
Tab G-4. Archeological Investigations and Salvage Activities considerations.  
Tab G-5. Section 404(b) evaluations.  
Tab G-6. A statement on the applicability of EO 11988.  
Tab G-7 to G-x. As needed.)*
13. Interagency Levee Task Force *(Provide information concerning the establishment of an Interagency Levee Task Force.)*
14. Project Management.
  - a. Funding Authority
    - (1) Program and Appropriation: FCCE, 96x3125
    - (2) Class: 310 or 320.
    - (3) CWIS Number:
  - b. Project Funds
    - (1) Total estimated cost for recommended repair option, including S&A and contingency amount. (Include Federal share and non-Federal share separately.)
    - (2) Other non-Federal costs (e.g., LERRD's, betterments, deferred/ deficient maintenance
    - (3) E&D costs
  - c. Project Repair Schedule
    - (1) Expected project approval date
    - (2) Complete construction plans and specs
    - (3) Contract advertisement
    - (4) Contract bid opening
    - (5) Contract award
    - (6) Notice to proceed issuance
    - (7) Construction start
    - (8) Construction completion
    - (9) Construction final inspection
    - (10) Fiscal closeout completed

**Figure 5-3. PIR Format, Rehabilitation of Damaged Flood Control Works  
(Continued)**

**Part II. Basic Report (continued)**

PROJECT AUTHENTICATION:

Prepared by: (name) (date) (phone)

Emergency Management approval by: (name) (date) (phone)

District-level approval by: (name) (date) (phone)

Technical Points of Contact (*name and phone number*):

Emergency Management:

Economics:

Environmental:

Engineering and design:

Program/project management:

Other:

Other:

**Part III. Appendices and Tabs**

- A. Project Sponsor's request for Rehabilitation Assistance
- B. Project location and design data, maps, and related information
- C. Disaster Incident
- D. Damages
- E. Repair Alternatives
- F. Economics
- G. Environmental
- H-Y. As needed.
- Z. PIR Review Checklist

**Figure 5-3. PIR Format, Rehabilitation of Damaged Flood Control Works  
(Continued)**

<b>PIR Review Checklist for FCW Rehabilitation Projects</b>				
	<u>YES</u>	<u>NO</u>	<u>N/A</u>	
1.	_____	_____		The project is active in the RIP. [ER, 5-2.a.]
2.	_____	_____		The project was damaged by flood(s) or coastal storm(s). [ER, 5-2.]
3.	_____	_____		The Public Sponsor has requested Rehabilitation Assistance in writing. [EP, 5-10.b.]
4.	_____	_____		The Public Sponsor has agreed to sign the Cooperation Agreement, which will occur before USACE begins rehabilitation work. [ER, 5-10.]
5.	_____	_____		The estimated construction cost of the rehabilitation is greater than \$15,000, and is not considered sponsor maintenance. [ER, 5-2.q.]
6.	_____	_____		The repair option selected is the option that is the least cost to the Federal government, or, the sponsor's preferred alternative is selected with all increases in cost paid by the public sponsor. PIR includes justification for non-select of the least cost alternative. [ER, 5-2.h. and 5-11.e.(3)]
7.	_____	_____		The public sponsor is aware of the opportunity to seek a nonstructural alternative project, and has decided to proceed with a structural rehabilitation. [ER, 5-16]
8.	_____	_____	_____	The cost estimate in the PIR itemized the work to identify the Public Sponsor's cost share. [ER, 5-11]
9.	_____	_____		The rehabilitation project has a favorable benefit cost ratio of greater than 1.0:1. [ER, 5-2.r.]
10.	_____	_____		The proposed work will not modify the FCW to increase the degree of protection or capacity, or to provide protection to a larger area. [ER, 5-2.n.]
11.	_____	_____	_____	Betterments are paid 100 percent by the Public Sponsor. [5-2.o.]
12.	_____	_____	_____	The CA contains a provision for 80% Federal and 20% local cost share for non-Federal projects. [ER, 5-11.a.]
13.	_____	_____	_____	Cost for any betterments are identified separately in the cost estimate. [ER, 5-2.o.]

*Page Z-1*

**FIGURE 5-4. PIR Review Checklist (Appendix Z) for FCW Rehabilitation Projects**

<b>PIR Review Checklist for FCW Rehabilitation Projects (Continued)</b>				
	<u>YES</u>	<u>NO</u>	<u>N/A</u>	
14.	_____	_____	_____	Repair of deliberate levee cuts is the responsibility of the public sponsor, except as provided for in ER 500-1-1, paragraphs 5-2.j. and 4-3.h. [ER, 5-2.j. and 4-3.h.]
15.	_____	_____		All deficient and deferred maintenance will be paid for or accomplished by the Public Sponsor, without receiving credit toward any sponsor's cost share. [ER, 5-2.g.]
16.	_____	_____	_____	Any relocation of levees is adequately justified. [ER, 5-2.h.]
17.	_____	_____		USACE assistance does not correct design or construction deficiencies. [ER, 5-12.a.]
18.	_____	_____		An assessment of environmental requirements was completed. [ER, 5-13., and EP, Figure 5-3, paragraph 12.]
19.	_____	_____		The project complies with NEPA, and required documentation was completed and placed in Appendix G of the PIR. [ER, 2-3.k.; ER, 5-13.; and EP, Figure 5-3, paragraph 12.]
20.	_____	_____		The Endangered Species Act was appropriately considered. [ER, 5-13.g., and EP, Figure 5-3., paragraph 12.]
21.	_____	_____		EO 11988 requirements were considered in the process of evaluating the proposed project for rehabilitation. [ER, 5-13.f., and EP, Figure 5-3, paragraph 12.]
22.	_____	_____		The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 5-11.a.(3)(a)]
23.	_____	_____	_____	The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]
EM REVIEWING OFFICIAL'S SIGNATURE				
_____				
NAME				
TITLE				
TELEPHONE NUMBER				

**FIGURE 5-4. PIR Review Checklist (Appendix Z) for FCW Rehabilitation Projects (Continued)**

<b>PIR Review Checklist for Initial Repair of FCW Rehabilitation Project</b>			
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
1.	_____	_____	
The project is active in the RIP. [ER, 5-2.a., and 5-6.]			
2.	_____	_____	
The project was damaged by flood(s) or coastal storm(s). [ER, 5-2.a.]			
3.	_____	_____	
The Public Sponsor has requested Rehabilitation Assistance in writing. [ER, 5-10.b.]			
4.	_____	_____	
The public sponsor has agreed to sign the Cooperation Agreement, and is cognizant that undertaking an initial repair may preclude a permanent repair, if the BCR of the permanent repair is not met [ER, 5-10., and ER, 5-14.e.]			
5.	_____	_____	
The cost of initial and final repairs must meet the BCR criteria and meets the criteria in ER 500-1-1, paragraph 5-14.a.(4). [ER, 5-2.r., and ER, 5-14.d.]			
6.	_____	_____	
The repair option selected is the option that is the least cost to the Federal government, or, the sponsor's preferred alternative is selected with all increases in cost paid by the public sponsor. [ER, 5-2.h. and 5-11.e.(3)]. [ER, 5-2. h.]			
7.	_____	_____	
The public sponsor is aware of the opportunity to seek a nonstructural alternative project, and has decided to proceed with a structural rehabilitation. [ER, 5-16.]			
8.	_____	_____	_____
The cost estimate in the PIR itemized the work to identify the Public Sponsor's cost share. [ER, 5-11.]			
9.	_____	_____	
The rehabilitation project has a favorable benefit cost ratio of greater than 1.0:1. [ER, 5-2.r.]			
10.	_____	_____	
The proposed work will not modify FCW to increase the degree of protection or capacity, or to provide protection to a larger area. [ER, 5-2.n.]			
<i>Page Z-1</i>			

**FIGURE 5-5. PIR Review Checklist (Appendix Z) for Initial Repair, FCW Rehabilitation Projects**

**PIR Review Checklist for Initial Repair FCW Rehabilitation Projects (Continued)**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	
11.	_____	_____	_____	The CA contains a provision for 80% Federal and 20% local cost share for non-Federal projects. [ER, 5-11a]
12.	_____	_____		An assessment of environmental requirements was completed. [ER 5-13., and EP, Figure 5-3, paragraph 12.]
13.	_____	_____		The project complies with NEPA, and required documentation was completed and placed in Appendix G of the PIR. [ER, 2-3.k.; ER, 5-13.; and EP, Figure 5-3, paragraph 12.]
14.	_____	_____		The PIR states that the consultation for Section 7 (50 CFR 402) has been accomplished or will be accomplished as soon after repairs have started as possible. [ER, 5-13.g.]
15.	_____	_____		EO 11988 requirements were considered in the process of evaluating the proposed project for rehabilitation. [ER, 5-13.f., and EP, Figure 5-3, paragraph 12.]
16.	_____	_____	_____	Any relocation of levees is adequately justified. [ER, 5-2.h.]
17.	_____	_____		The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 5-11.a.(3)(a)]
18.	_____	_____	_____	The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]

REVIEWING OFFICIAL'S SIGNATURE

\_\_\_\_\_  
 NAME  
 TITLE  
 TELEPHONE NUMBER

**FIGURE 5-5. PIR Review Checklist (Appendix Z) for Initial Repair, FCW Rehabilitation Projects (Continued)**

***Section IV - Interagency Levee Task Forces and Nonstructural Alternatives to Structural Levee Rehabilitation***

**5-15. Interagency Levee Task Forces.**

a. Policy. Policy concerning Interagency Levee Task Force operations is in ER 500-1-1, paragraph 5-24. Reference should also be made to ER 500-1-1, Chapter 5, Section IV, regarding nonstructural alternative projects.

b. Funding and Eligible Costs. ILTF costs eligible for FCCE funding will be provided under Class 370. (See ER 11-1-320 for procedures and descriptions of Class 370 funds.) Under no circumstances may Class 370 funds be used to fund personnel, per diem, or related costs for personnel of other Federal agencies, or state, tribal, or local agencies.

c. Basic Charter. Figure 5-6 provides the Basic Charter for operating the ILTF. Each ILTF will operate under the guidelines of the Basic Charter until such time as a revised charter is agreed upon and signed by the participating agencies. Significant changes to the revised charter from the Basic Charter will be coordinated with HQUSACE (CECW-OE) prior to distribution of the revised charter for signature by the participating agencies.

d. Preplanning. Divisions (and lead districts as designated by the division) are encouraged to preplan ILTF organization and planning efforts with other Federal agencies and state counterparts. Preparation and signature of memoranda of understanding (MOU's) to supplant the Basic Charter are permitted. The general procedures, signature authorities, and leadership responsibility in an MOU will follow the spirit and intent of the Basic Charter. Should it be necessary, exceptions to policy may be requested from HQUSACE (CECW-OE) concerning MOU provisions. No additional commitment of USACE funding responsibility (paragraph 9 of the Charter) is allowed.



**Organizational Charter  
Interagency Levee Task Force  
(Levee and Environmental Restoration Projects)**

1. **Authority:** This Charter is established under the authority of the Office of Management and Budget (OMB)/Council on Environmental Quality (CEQ) memorandum dated February 18, 1997; Subject: Floodplain Management and Procedures for Evaluation and Review of Levee and Associated Restoration Projects, and Engineer Regulation 500-1-1. This charter will remain in effect until revised by mutual agreement of the participating agencies, but shall terminate (absent any revisions or agreed upon extensions) one year from the date set forth below.

2. **Purpose:** The purpose of this Charter is to establish the Interagency Levee Task Force (ILTF) for \_\_\_\_\_ (*enter common name of disaster/flood event, and FEMA disaster declaration number*) to enable the joint Federal-State (*add tribal, if applicable*) partnership team to assist in the rapid and effective recovery of the communities and areas affected by the aforementioned disaster event. The recovery effort, encompassing Federal, state, (*tribal*), and local programs and authorities, will strive to minimize risk to life and improved property, while ensuring a reasonable, cost effective approach to flood damage mitigation efforts, flood plain management, and the protection of important environmental and natural resources.

3. **Goals:** To achieve its purpose, the ILTF will:

a. Ensure continued coordination and collaboration with all agencies regarding applicable authorities and programs. All alternatives for reducing vulnerability to flood damages, including permanent evacuation of floodprone areas, installation or upgrading of flood warning systems, creation of additional natural and artificial storage, adequately sized and maintained levees, and environmental restoration and ecosystem management alternatives will be considered.

b. Ensure that nontraditional (alternative) approaches to flood damage reduction are considered and implemented, to the extent feasible.

c. Not deny any party access to existing programs for levee repair and associated restoration, so long as such rehabilitation work is in accord with sound financial and environmental practices, nor create unnecessary or avoidable delays to such rehabilitation work.

d. Pursue potential funding mechanisms from any source in order to address comprehensive study efforts within (and upstream of) the flood affected area.

e. Develop, implement, and maintain an effective Public Outreach Program.

**Figure 5-6. Interagency Levee Task Force Basic Charter Format**

4. Agency Applicability: This Charter is applicable to those agencies self-identified as active partners in this effort to effect the Purpose of this Charter.

5. Direction and Control: In accordance with the OMB/CEQ guidance referenced in Paragraph 1, this ILTF works under the leadership of the U.S. Army Corps of Engineers, specifically, the Commander \_\_\_\_\_ Division.

6. Membership:

a. The ILTF will include senior member representatives from each involved Federal agency. The ILTF will include the participation of appropriate State, *tribal*, and local agencies.

b. The Commander, \_\_\_\_\_ Division, U.S. Army Corps of Engineers, or his/her designated representative, is the Chairman of the ILTF and the designated Lead Corps Official (LCO). The LCO will designate the ILTF Chief of Staff, who will report directly to the LCO, and be responsible for the day to day operation of the ILTF. Other Federal member representatives include representatives of:

- the Federal Emergency Management Agency;
- the Department of Interior (U.S. Fish and Wildlife Service, Bureau of Reclamation, Bureau of Land Management and U.S. Geological Survey)
- Environmental Protection Agency
- Department of Agriculture (Natural Resources Conservation Service)
- Department of Commerce (National Marine Fisheries Service and the Economic Development Administration)
- Department of Housing and Urban Development
- Department of Transportation
- U.S. Small Business Administration

c. Representatives from Native American Tribes, as appropriate to location of proposed projects.

d. State member representatives for *state* will include the \_\_\_\_\_, \_\_\_\_\_, and other agencies as appropriate.

9. Funding: Federal agencies will fund participation for their representatives. The Federal Emergency Management agency will provide space requirements, communications, and automation needs, administrative support, etc., for the ILTF staff until the Disaster Field Office for *FEMA disaster number* closes. Funding provisions for activities after the DFO closes will be provided through the U.S. Army Corps of Engineers or through other funding as may be available. State, tribal, and local agencies will fund participation of their own representatives.

**Figure 5-6. Interagency Levee Task Force Basic Charter Format (Continued)**

10. Administration and Procedures:

a. The ILTF Chairman or ILTF Chief of Staff is responsible for announcing meetings and preparation of a summary of each meeting.

b. Paragraph 9 provides details for funding administrative support. Should the DFO close prior to completion of administrative activities under the ILTF, the U.S. Army Corps of Engineers will assume responsibility.

c. Proposed agency structural rehabilitation projects will be staffed to other ILTF agencies expeditiously. This staffing will be done directly from the submitting agency to all other agencies, electronically, or through the ILTF. The ILTF staff will facilitate this process as needed. Agencies will have two working days to provide comments and suggestions to the submitting agency. The ILTF will meet as requested, by any agency, to review proposals for repair, and restoration of flood damaged levees and associated systems for a decision on applicability of non-traditional alternatives. Periodic meetings to discuss procedural activities and/or processes will convene as necessary. These meetings may include activities related to short and long term flood plain management issues. The use of electronic reporting and commenting will expedite the review process.

d. The ILTF Chairman or Chief of Staff will facilitate each meeting in a manner designed to promote active participation of all members.

e. Resolution of issues that impact National floodplain management policy or cut across agency lines may be identified by the ILTF addressed through the Headquarters, US Army Corps of Engineers, to OMB/CEQ.

f. Monthly reports will be prepared by the ILTF. The report will be submitted through Headquarters, US Army Corps of Engineers, to OMB. Each member agency will receive copies of the monthly report for its use, and may include it in any agency reports. The monthly reports will include but are not be limited to, information on applications received, comments received, actions taken, and dollars spent. Further, the report will address activities relative to any comprehensive long-term studies.

12. This Charter is adopted by the undersigned:

*[Insert agencies as appropriate.]*

**Figure 5-6. Interagency Levee Task Force Basic Charter Format (Continued)**

**5-16. Nonstructural Alternative Projects.**

a. Policy. Refer to ER 500-1-1, Chapter 5, Section IV for policy regarding NSAP's.

b. Procedures, Processing, and Approval. Procedures for processing and approving NSAP's will be in accordance with paragraphs 5-10 and 5-11 above. The public sponsor must request the NSAP in writing, even if a structural rehabilitation has previously been requested in writing.

c. PIR Format and PIR Review Checklist. The PIR format in Figure 5-3 will be used for NSAP's. The PIR Review Checklist for NSAP's is provided at Figure 5-7. The Checklist must be completed and signed by the Emergency Manager or the Project Officer for the NSAP.

d. Non-qualifying Structural Rehabilitation. In some cases, a public sponsor will want a structural rehabilitation of a project, but the PIR process will reveal some impediment (typically a BCR less than 1.0) that precludes undertaking the structural rehabilitation. In such cases, if the public sponsor then opts for an NSAP, the following procedures will apply:

(1) If the PIR for the structural rehabilitation has been completed or substantially completed, the district will prepare an addendum to the PIR, addressing those portions of the PIR that have changed significantly.

(2) If the PIR for the structural rehabilitation has not been substantially completed, then the district will determine the NSAP cost cap (ER 500-1-1, paragraph 5-17.b.) and complete the PIR for the NSAP only option.

e. Cooperation Agreement. A Cooperation Agreement is required for an NSAP. Guidance will be requested from HQUSACE (CECW-OE) regarding the CA format to be used for NSAP's.

<b>PIR REVIEW CHECKLIST FOR NONSTRUCTURAL ALTERNATIVE PROJECTS</b>		
<b><u>YES</u></b>	<b><u>NO</u></b>	
1.	<input type="checkbox"/>	<input type="checkbox"/> The NSAP has been requested in writing by the public sponsor. [ER, 5-16.]
2.	<input type="checkbox"/>	<input type="checkbox"/> The principal purpose(s) of the NSAP is/are (1) floodplain restoration, (2) provision or restoration of floodways; and/or (3) reduction of future flood damages and associated FCW repair costs. [ER, 5-16.a.]
3.	<input type="checkbox"/>	<input type="checkbox"/> A sponsor, either a public sponsor or another Federal agency, has been identified to sponsor the NSAP. [ER, 5-16.b.]
4.	<input type="checkbox"/>	<input type="checkbox"/> USACE is not responsible for any operation, maintenance, or management of the NSAP. [ER, 5-16.c.]
5.	<input type="checkbox"/>	<input type="checkbox"/> The NSAP public sponsor has indicated it has the financial capability and willingness to implement, operate, and maintain the NSAP. [ER, 5-16.e.]
6.	<input type="checkbox"/>	<input type="checkbox"/> The district has complied with all environmental considerations. [ER, 5-13. and 5-16.k., and EP, Figure 5-3, paragraph 12.]
7.	<input type="checkbox"/>	<input type="checkbox"/> USACE costs for implementing the NSAP are in accordance with policy. [ER, 5-17.c.]
8.	<input type="checkbox"/>	<input type="checkbox"/> Other (non-USACE) costs to implement the NSAP are adequately addressed. [ER, 5-18.b.]
9.	<input type="checkbox"/>	<input type="checkbox"/> The NSAP sponsor understands, and is willing to have in the CA, the restrictions of further USACE PL 84-99 assistance. [ER, 5-16.j. and 5-18.e.]
10.	<input type="checkbox"/>	<input type="checkbox"/> The CA will include a statement of legal restrictions placed on the formerly protected land. [5-18.g.] ( <u>Agency</u> ) is responsible for obtaining the legal restrictions.
11.	<input type="checkbox"/>	<input type="checkbox"/> The public sponsor has agreed to sign a Cooperation Agreement. [ER, 5-18.]
12.	<input type="checkbox"/>	<input type="checkbox"/> The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 5-16.c.]
13.	<input type="checkbox"/>	<input type="checkbox"/> The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]
REVIEWING OFFICIAL'S SIGNATURE:		
NAME:		
TITLE:		
TELEPHONE NUMBER:		

**Figure 5-7. PIR Review Checklist (Appendix Z), Nonstructural Alternative Project**

***Section V - Inspections and Rehabilitation Assistance for Hurricane/Shore Protection Projects***

**5-17. Inspections of HSPP's.**

a. Guidance. The guidance provided in this section supplements and amplifies policies and guidance contained in ER 1130-2-530, ER 500-1-1, and Operations and Maintenance Manuals for HSPP's.

b. Initial Eligibility Inspection. As with any other Federal FCW project, no Initial Eligibility Inspection is performed on an HSPP. HSPP's (to include separable elements thereof) are granted Active status in the RIP upon transfer of Operation and Maintenance responsibility to the public sponsor. Any separable (or creditable) element constructed by the public sponsor that is part of the Federal project (i.e., accorded that status either through statutory language or through the Project Cooperation Agreement for the project), after it has been inspected and approved by the District, is considered part of the HSPP, with Active status.

c. Continuing Eligibility Inspections.

(1) CEI's for HSPP's are normally conducted on an annual basis, shortly before the onset of the most probable storm season (e.g., prior to the 1 June start of the Atlantic hurricane season.) For those HSPP's located in areas that are not subject to an annual storm season, the CEI will be scheduled based on district work load while being cognizant of annual funding cycles, prior inspection history, and sponsor preference. Project inspections will include periodic beach profiles, surveys, data collection, and other activities sufficient to document current beach sand volumes.

(2) Districts will use either inspection criteria specified by the HSPP's O&M Manual, or district-developed inspection criteria. In either case, the results of the CEI must be ultimately summarized in the project condition code of Acceptable, Minimally Acceptable, or Unacceptable, which is then entered into the FCW Database. (Refer to Table 5-2 for definitions of the project condition codes.)

(3) CEI results, to include the project condition code and other pertinent data, will be entered in the district's FCW database.

(4) Copies of each CEI will be provided to the public sponsor and forwarded to the MSC Emergency Management Office within one week of finalization of the CEI by the district.

d. Funding. HSPP inspections are funded by the Inspection of Completed Works program, from the Operations and Maintenance, General appropriation, Class 60223.

### **5-18. Procedures for HSPP Rehabilitation Assistance.**

a. Notice to Public Sponsors. After any storm, hurricane, tsunami, typhoon, or similar event that could damage HSPP's, the district will telephonically contact the public sponsors of potentially affected HSPP's. If there is any indication that any HSPP has sustained damage, the district will prepare a Notice to Public Sponsors substantially similar to the format at Figure 5-2. The Notice to Public Sponsors will be mailed to all HSPP public sponsors in the potentially affected area.

b. Public Sponsor's Request. The public sponsor must submit a written request for assistance within 30 days of issuance of the Notice to Public Sponsors. Upon receipt of a public sponsor's written request for HSPP Rehabilitation Assistance, the district will check to ensure that the HSPP is Active. Next, the district will review information submitted by the public sponsor, district records on the project (to include the last and next scheduled renourishment effort), weather/storm records and data, and any other current information available. This review is a check for reasonableness of damages incurred by the project (as identified by the public sponsor in its request for assistance) that could be eligible for HSPP Rehabilitation Assistance. If the HSPP is Active and there is reasonable evidence that the storm event can meet the definition of an extraordinary storm (refer to ER 500-1-1, paragraph 5 -20.d.), the district will request funds to perform a field investigation (Class 340) to determine the extent of damages.

(1) If the field investigation provides sufficient evidence that major damages have occurred (for either hardened features of the project, or loss of significant quantities of sand), the district will prepare a complete PIR. See paragraph c., below.

(2) The district will notify the public sponsor in writing that the PIR preparation is ongoing. This reminder will include renourishment cost share arrangements of the HSPP, and emphasize that the local cost share percentage must be received in a timely fashion so as to allow the Rehabilitation Assistance effort to be completed before the next storm season, or within one year, whichever is less.

(3) If the field investigation provides insufficient evidence that major damages have occurred, the district will notify the public sponsor by certified mail (return receipt requested) that the project is ineligible for HSPP Rehabilitation Assistance. The notification will include a summarization of the reason(s) why the HSPP is ineligible for HSPP Rehabilitation Assistance. A copy of the notification, the return receipt, and supporting documentation (e.g., site visit MFR, storm records, photographs, etc.) will be filed (hard copy or electronically) and maintained by the district for a minimum of five years. In addition, the FCW Database will be annotated regarding the ineligibility determination, and the location of supporting documentation. A complete PIR will not be prepared.

c. PIR Preparation. A PIR for HSPP Rehabilitation Assistance will be prepared using the format and directions at Figure 5-8.

(1) The policy of ER 500-1-1, paragraph 5-20, will be adhered to in the completion of the PIR.

(2) The PIR (paragraph 10) will contain detailed justification to substantiate a finding that the storm meets the criteria of "extraordinary storm", as defined by ER 500-1-1, paragraph 5-20.d.

(3) The PIR (paragraph 12) will provide detailed justification of the need for HSPP Rehabilitation Assistance. This justification includes substantiating that restoration to a pre-storm condition is necessary to allow for adequate functioning of the project (ER 500-1-1, paragraph 5-20.a.) This justification also includes meeting the criterion for "significant amounts of damage" (ER 500-1-1, paragraph 5-20.d.)

(4) For the economics portion of the PIR, refer to Appendix C for the format. Recreation benefits cannot be used in determining benefits for HSPP Rehabilitation Assistance.

d. Determining Cost Share Allocation - Renourishment. It will be rare that any FCCE-funded rehabilitation effort involving sand renourishment will not include cost sharing for periodic renourishment in accordance with the project PCA. Cost sharing is addressed in paragraph 14 of the PIR. To determine the cost sharing formula for renourishment, the total volume of sand for the complete renourishment effort (which is generally defined as that volume of sand necessary to restore the project to its design profile) will be determined. The portion eligible for HSPP Rehabilitation Assistance will be that amount necessary to restore the project to the pre-storm level/condition of the project, or the amount needed for adequate functioning of the project, whichever is less. The cost for that volume of sand not eligible for FCCE-funded HSPP Rehabilitation Assistance but necessary to restore the design profile will be cost shared based on the renourishment formula of the project PCA between USACE (CG funds) and the public sponsor. The cost of dredge mobilization/demobilization will be borne proportionally between FCCE, CG, and public sponsor contributions.

e. Other Costs. Damages to hard features of the HSPP, e.g., seawalls, groins, or jetties, caused by an extraordinary storm will be rehabilitated at 100% Federal cost. These costs will be addressed separately in paragraph 14 of the PIR. Public sponsor costs for deferred and deficient maintenance (which specifically excludes all renourishment costs) will also be provided in paragraph 14.



f. PIR Completion. The PIR will be completed as expeditiously as possible, but no later than 40 days after receipt of the public sponsor's request for assistance.

(1) The PIR Review Checklist for HSPP Rehabilitation Assistance, Appendix Z of the PIR, is at Figure 5-9. The Checklist must be completed and signed by the Emergency Manager or the project officer for the HSPP Rehabilitation Assistance. References in the Checklist refer to both ER 500-1-1, designated with "ER" followed by the paragraph number, and this pamphlet, designated with "EP" followed by the paragraph number.

(2) Upon completion of the PIR, if all requirements for eligibility for HSPP Rehabilitation Assistance are met, the PIR, and a request for Class 330 Engineering and Design funds (see ER 11-1-320, Chapter 3) will be forwarded by cover letter to the MSC. The cover letter must be signed by the District Engineer, Acting District Engineer, or Deputy District Engineer. The cover letter will contain a summary of the schedule to carry out the HSPP Rehabilitation Assistance.

(3) If the district determines that the HSPP is ineligible for HSPP Rehabilitation Assistance, the district will notify the public sponsor by certified mail (return receipt requested) of the determination. The notification will include a summarization of the reason(s) why the HSPP is ineligible for HSPP Rehabilitation Assistance, and a copy of the PIR. A copy of the notification, the PIR, the return receipt, and other supporting documentation (e.g., storm records, photographs, etc. not included in the PIR) will be filed (hard copy or electronically) and maintained by the district for a minimum of five years. In addition, the FCW Database will be annotated regarding the ineligibility determination, and the location of supporting documentation.

g. District Time Limit. The district will transmit the cover letter, PIR, and funding request to the MSC no later than 45 calendar days from the date the sponsor's request is received at the district. In cases where significant numbers of PIR's must be prepared, or when weather conditions or other circumstances limit ability to complete the PIR's, the district commander may, with written concurrence of the MSC, extend the 45-day period. However, the district will employ all possible measures, to include overtime, weekend work, available ID/IQ contracts and other contracting strategies, and TDY of personnel from other districts to attempt to meet the 45-day period.

h. Coordination for Cost Share Requirements. No later than the date of submission of the PIR, and based on renourishment cost sharing arrangements in the project's PCA, the district will begin coordination (through the MSC) with HQUSACE (CECW-B) for necessary CG funds. In addition, coordination with the public sponsor regarding local cost share requirements will be begun. Inability of the public sponsor to meet its cost share requirement in a timely manner may jeopardize the availability of FCCE funds to provide HSPP Rehabilitation Assistance.

i. MSC Action. The MSC will act on the PIR within 10 business days after receipt. If the PIR is disapproved, it will be returned to the district with instructions to notify the public sponsor in accordance with paragraph f.(3) above. Otherwise, the MSC will endorse the cover letter, with the MSC disposition recommendation to HQUSACE, ATTN: CECW-OE. The MSC Commander, Acting Commander, or a Deputy Division Engineer must endorse the cover letter.

(1) The MSC will verify that the proposed HSPP Rehabilitation Assistance complies with the policy set forth in ER 500-1-1, Chapter 5, Section V, and the procedures set forth above.

(2) If the MSC determines a technical review is necessary, then it will telephonically contact HQUSACE (CECW-OE) for guidance.

j. HQUSACE Action. The Civil Emergency Management Branch will review the submitted PIR and prepare the appropriate decision document for action by the Director of Civil Works. PIR's that are disapproved will be returned through command channels to the submitting district, which will notify the public sponsor in accordance with paragraph f.(3) above.

k. E&D Funding for Approved HSPP PIR's. Upon HQUSACE approval of the HSPP PIR, Engineering and Design funds will be provided by HQUSACE based on the district's funding request.

l. Cooperation Agreement for HSPP Rehabilitation Assistance. A Cooperation Agreement for HSPP Rehabilitation Assistance is required. The CA must be signed before rehabilitation work may begin. The CA is provided at Appendix B, Figure B-3.

(1) Signature of CA's. The district engineer or deputy district engineer may sign the Cooperation Agreement.

(2) Deviation from Approved CA Language. Significant deviation from the specified CA format at Figure 5-10 requires prior coordination with HQUSACE. Under no circumstances will any deviation cause USACE to incur, or be obligated to provide in the future, additional costs, except as specifically approved by HQUSACE.

m. Construction Funding. When the Cooperation Agreement for HSPP Rehabilitation Assistance has been signed, and the project is ready for contract award, FCCE funds for construction, supervision and administration, and contingency amounts will be requested by the district. HQUSACE will normally provide funds within 3 days of the request. CG

funds will also be requested in accordance with standard procedures, if the request has not already been submitted.

(1) Contingency amounts for the FCCE-funded portions of dredge mobilization/demobilization costs and sand renourishment (dredging) costs are limited to 15 percent of the construction cost estimates of those items.

(2) Contingency amounts for all other allowable FCCE-funded costs are limited to 10 percent.

**5-19. Construction, Reporting, and Closeout of Approved HSPR Rehabilitation Assistance Projects.**

a. Construction Commencement. The actual construction (defined as the issuance of the Notice to Proceed) for HSPR Rehabilitation Assistance will commence within 60 calendar days following PIR approval or execution of the CA, whichever is later. When unable to meet this requirement, the district will report the circumstances via a Disaster Recovery SITREP, to include the revised schedule for work.

b. Reporting. Reporting of HSPR Rehabilitation Assistance progress will be by Disaster Recovery SITREP's. Refer to Chapter 4, Section V for procedures and formats.

c. Notification of Completed Rehabilitation Projects. When the FCCE-funded contract work (to include any force labor efforts) for HSPR Rehabilitation Assistance is completed, the district will notify the public sponsor in writing that the USACE work is completed. The notification will remind the public sponsor of its continued requirements for local cooperation (from the PCA) and any additional requirements specified in the CA.

d. Fiscal Close Out. The district Emergency Management office will ensure that actions for fiscally closing out FCCE-funded HSPR Rehabilitation Assistance activities are completed in a timely manner. Close out activities will be in accordance with ER 11-1-320. Districts will fiscally close each project, and offer unobligated FCCE funds for revocation, within 60 days of the physical completion date of the project. When a contractor claim or a similar need to retain project funds is anticipated, sufficient funds to meet the claim may be retained by the district, but all other remaining FCCE funds must be offered for revocation. If the funds retained for anticipated claims/costs are insufficient, additional FCCE funding may be requested.

**PROJECT INFORMATION REPORT  
REHABILITATION EFFORT FOR THE  
*(insert name)*  
HURRICANE/SHORE PROTECTION PROJECT**

**Part I. Executive Summary.** Provide a one page executive summary of the PIR, to include the estimated cost, BCR, and the need to undertake the rehabilitation effort using FCCE funds.

**Part II. Basic Report.** Use the following paragraph numbers.

1. NAME AND LOCATION - *Project name; city, county, and state where project is located.*
2. PUBLIC SPONSOR - *Name, address, telephone number, and email address for the public sponsor of the Hurricane/Shore Protection Project.*
3. POC FOR PUBLIC SPONSOR - *Name, address, telephone number, and email address for the individual who will serve as the public sponsor's single point of contact for the rehabilitation effort.*
4. PROJECT AUTHORIZATION - *Cite the authorization for construction of the HSPP, e.g., "Section 301 of PL 89-298, passed on 27 October 1965 in accordance with the report of the Chief of Engineers as described in House Document 91, 89th Congress, dated 15 June 1964." Cite any pertinent amendments to the law or modifications to the project (to include funding changes) in a similar fashion. Place a copy of the project entry from the District's project notebook or Digital Project Notebook in Appendix C.*
5. PROJECT CLASSIFICATION - *Provide a statement similar to "This project was Federally designed and constructed to protect against hurricane wave action from a 50-year storm."*
6. DESIGN DATA OF PROJECT - *Provide a brief description/overview of the project design data. Place extensive documentation, records, or data in Appendix D.*
7. MAINTENANCE. *Provide a brief statement regarding the scope, extent, and average annual costs for the public sponsor's OMR&R responsibilities. Do not include any periodic nourishment efforts cost shared with USACE. Place supporting or extensive documentation, tables, survey reports, etc., in Appendix E.*

**Figure 5-8. PIR Format, HSPP Rehabilitation Assistance**

8. PERIODIC NOURISHMENT. *Provide a brief statement regarding the project's historical nourishment efforts, and the next scheduled or anticipated renourishment effort, with volumetric estimate. Include Federal and public sponsor cost share percentages from the project PCA. Cite GDM estimates or other documentation as needed if there is insufficient historical data available. Place supporting or extensive documentation, tables, survey reports, etc., in Appendix F.*
9. PREVIOUS PL 84-99 ASSISTANCE. *Provide a brief statement regarding previous PL 84-99 Rehabilitation Assistance, or assistance provided by any other Federal agency such as FEMA or FDAA. If no previous Federal assistance has been provided, so state. Place extensive documentation, records, or data in Appendix G.*
10. DISASTER INCIDENT. *Provide a brief description of weather system or event that caused the damage to the HSPP. Provide a brief, supportable statement that summarizes why the weather system or event meets the definition of extraordinary storm provided in ER 500-1-1, paragraph x-x. Place supporting documentation, tables, maps, weather reports, hurricane tracking charts, etc., in Appendix H.*
11. DAMAGE DESCRIPTION. *Provide a brief description of the damage incurred by the project. Address shoreline changes, volumetric changes, damages to hard features (e.g., groins, seawalls), etc. Address the level and extent of the project's remaining protection. Place supporting documentation, beach profile data, photos, etc., in Appendix I.*
12. NEED FOR PL 84-99 REHABILITATION. *Based on the policy contained in ER 500-1-1, paragraph 5-20, state why it is necessary to undertake the proposed rehabilitation effort under authority of PL 84-99. Specifically address the immediate threat to life and property, and the need for immediate action. Include an estimate of the project's remaining protection. Address when the next storm season will occur.*
13. PROPOSED WORK. *Describe the work proposed to be undertaken by this rehabilitation effort. Include extensive tabular data, supporting documentation, and alternatives considered but not selected in Appendix J.*
14. COST ESTIMATE. *Summarize (in narrative and tabular form) the total cost of the proposed work, to include FCCE/CG/local cost shares. Place supporting figures, calculations, historical or reference cost data, dredge mobilization/demobilization costs, determination of cost share percentages, etc., in Appendix K.*

**Figure 5-8. PIR Format, HSPP Rehabilitation Assistance (Continued)**

15. **ECONOMICS.** *Refer to Appendix C of EP 500-1-1 for format. Provide the benefit to cost ratio, and a narrative summary of the major components/efforts that affect benefits and costs. Place the economic justification, interest rates used, period of analysis used, damages prevented charts, price data, etc. in Appendix L.*
16. **ENVIRONMENTAL CONSIDERATIONS.** *Provide a general summary of environmental considerations, to include any potential "show stoppers". Specific statements will be provided in Appendix M as separate tabs. Required statements include:  
Tab M-1. A statement on the effect of proposed work on the environment.  
Tab M-2. Environmental Assessment.  
Tab M-3. Considerations under Section 7 of the Endangered Species Act of 1973 (PL 93-205).  
Tab M-4. Archeological Investigations and Salvage Activities considerations.  
Tab M-5. Section 404(b) evaluations.  
Tab M-6. A statement on the applicability of EO 11988.  
Tab M-7 to M-x. As needed.*
17. **PERMITS.** *List the need for any permits (Federal, state or local) and indicate potential problems with obtaining these permits.*

**Part III. Appendices**

- Appendix A. Public sponsor's request for assistance.
- Appendix B. Project map(s).
- Appendix C. Project Overview (from District project notebook/Digital Project Notebook).
- Appendix D. Project Design Data
- Appendix E. Project Maintenance Data
- Appendix F. Periodic Renourishment Data
- Appendix G. Previous PL 84-99 or Other Federal Agency Assistance.
- Appendix H. Disaster Incident.
- Appendix I. Damage Description.
- Appendix J. Proposed Work.
- Appendix K. Cost Estimate Data.
- Appendix L. BCR Data.
- Appendix M. Environmental Considerations.
- Appendix N. - Y. (As needed.)
- Appendix Z. PIR Review Checklist.

**Figure 5-8. PIR Format, HSPP Rehabilitation Assistance (Continued)**

<b>PIR Review Checklist for HSPP Rehabilitation Assistance</b>			
<u>YES</u>	<u>NO</u>	<u>N/A</u>	
1.	_____	_____	The project is a Federally authorized and constructed hurricane or shore protection project. [ER, 5-20.a.]
2.	_____	_____	The project is Active in the RIP. [ER, 5-2.a.] Last inspection date: _____
3.	_____	_____	The Public Sponsor has requested HSPP Rehabilitation Assistance in writing. [EP, 5-18.b.]
4.	_____	_____	The FCCE-funded HSPP Rehabilitation Assistance is necessary (a) to allow for adequate functioning of the project; (b) to reduce the immediate threat to life and improved property; and (c) is to a level no more than the pre-storm condition. [ER, 5-20.a., c., and d.]
5.	_____	_____	There is sufficient evidence in the PIR to support a finding that the HSPP was damaged by an extraordinary storm. [ER, 5-20.e.]
6.	_____	_____	There are "significant amounts of damage" to the HSPP. [ER, 5-20.e.(2)] The criterion used to make this determination is:  _____ the cost of the construction effort to effect repair of the HSPP ( <i>exclusive of dredge mob/demob costs</i> ) (a) exceeds \$1 million and (b) is greater than 2 percent of the original project construction costs (expressed in current day dollars.); or,  _____ the cost of the construction effort to effect repair of the HSPP ( <i>exclusive of dredge mob/demob costs</i> ) exceeds \$6 million; or,  _____ more than one-third of the planned or historically placed sand for renourishment was lost.  _____ only hard features are involved.
7.	_____	_____	The public sponsor has agreed to sign the Cooperation Agreement, which will occur before USACE begins rehabilitation work. [EP, 5-18.l.]
8.	_____	_____	The rehabilitation project has a favorable benefit cost ratio of greater than 1.0:1. [ER, 5-20.a.]
9.	_____	_____	The Public Sponsor has access to sufficient funds to meet its required cost contributions. [EP, 5-18.h.]

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**Figure 5-9. PIR Review Checklist (Appendix Z), HSPP Rehabilitation Assistance**

<b>PIR Review Checklist for HSPP Rehabilitation Assistance</b>				
	<u>YES</u>	<u>NO</u>	<u>N/A</u>	
10.	_____	_____	_____	The cost estimate in the PIR itemizes the work and identifies the Public Sponsor's cost responsibility for items such as deferred and deficient maintenance. [ER, 5-2.g.]
11.	_____	_____		The cost estimate in the PIR allocates costs between what may be paid for under PL 84-99 Rehabilitation Assistance, and what is cost shared between the Corps (using CG funds) and the public sponsor under periodic renourishment terms of the project PCA. [EP, 5-18.d.]]
12.	_____	_____		Dredge mobilization/demobilization costs are borne proportionally among contributing sources of funds for sand renourishment. [ER, 5-20.i.]
13.	_____	_____		Contingency funds for the FCCE-funded portion of the project are limited to 15 percent for dredging-related costs, and 10 percent for all other costs. [ER, 5-2.v.]
14.	_____	_____		The repair option selected is the option that is the least cost to the Federal government. [ER, 5-2.h.]
15.	_____	_____		The benefit cost ratio calculation excludes all recreation benefits. [ER, 5-20.a.]
16.	_____	_____	_____	Betterments are paid by the Public Sponsor. [ER, 5-2.o.]
17.	_____	_____	_____	Cost for any betterments are identified separately in the cost estimate. [ER, 5-2.o.]
18.	_____	_____		Based on the projected schedule, project history, anticipated degree of contention of undertaking the project, and similar items, the Rehabilitation Assistance will be finished prior to the onset of the next storm season, or within one year of the date of occurrence of the damage, whichever is less. [ER, 5-20.j.]
19.	_____	_____		The proposed work will not modify the HSPP to increase the degree of protection or capacity, or provide protection to a larger area. [ER, 5-2.n.]

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**Figure 5-9. PIR Review Checklist (Appendix Z), HSPP Rehabilitation Assistance (Continued)**



<b>PIR Review Checklist for HSPP Rehabilitation Assistance</b>			
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
20.	_____	_____	An assessment of environmental requirements was completed. [ER, 5-13.e.]
21.	_____	_____	The Endangered Species Act was appropriately considered. Dredging will not be adversely impacted. [ER, 5-13.e.]
22.	_____	_____	The Archeological and Historical Preservation Act was appropriately considered. [ER, 5-13.h.]
23.	_____	_____	EO 11988 was appropriately considered. [ER, 5-13.f.]
24.	_____	_____	Other permitting and evaluations were appropriately considered, and result in no impediment to the Rehabilitation Assistance effort. [ER, 5-13.a.]
25.	_____	_____	The cover letter forwarding the PIR to the MSC will contain the projected schedule for completing the Rehabilitation Assistance. [EP, 5-18.f.(2)]
26.	_____	_____	The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 5-18.f.(1)]
27.	_____	_____	The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]
REVIEWING OFFICIAL'S SIGNATURE			
_____			
NAME:			
TITLE:			
TELEPHONE NUMBER:			
<i>Page Z-3</i>			

**Figure 5-9. PIR Review Checklist (Appendix Z), HSPP Rehabilitation Assistance (Continued)**

## **Section VI - Dams**

### **5-20. Dams.**

#### a. Federal Dam Projects.

(1) Inspections. There is no IEI for a Federal dam. CEI's will be conducted in accordance with the schedule provided in the O&M manual, and funded by the Inspection of Completed Works program.

(2) Rehabilitation Assistance. In the event that a Federal dam is damaged in a flood or coastal storm, the rehabilitation effort will procedurally be handled the same as a Federal FCW, except that approval level for the PIR is HQUSACE (CECW-O). Refer to Section III of this chapter for procedures. Class 310 funds are used for Rehabilitation Assistance for Federal dams.

b. Non-Federal Dam Projects. A non-Federal dam can gain an Active status in the RIP. To do so, it must have flood control as its principal function, and be able to contain a 200-year storm before use of the spillway in its normal flood control pool.

#### (1) Inspections.

(a) Initial Eligibility Inspection. Due to the unique aspects of dams and dam construction, it will be a non-Federal expense to compile the necessary data (e.g., ground borings, seismic considerations, design specifications, as-builts of the structure, etc.) and provide it to the Corps. This Corps "office review" will occur prior to any on-site IEI. The inspection criteria for a dam IEI will be provided by HQUSACE concurrently with Class 350 funds.

(b) Continuing Eligibility Inspections. The inspection criteria for a dam CEI will be provided by HQUSACE concurrently with the provision of requested Class 350 funds.

(2) Rehabilitation Assistance. In the event that a non-Federal dam is damaged in a flood or coastal storm, the rehabilitation effort will procedurally be handled the same as a Federal FCW, except that approval level for the PIR is HQUSACE (CECW-O). Refer to Section III of this chapter for procedures. Class 320 funds are used for Rehabilitation Assistance for non-Federal dams.

## CHAPTER 6 EMERGENCY WATER ASSISTANCE

### Section I - Emergency Water Assistance Due to Contaminated Water Source

**6-1. General.** See ER 500-1-1, paragraph 6-1, for pertinent policy.

**6-2. Philosophy and Sense of Urgency.** The operating philosophy for providing Emergency Water Assistance is that USACE will act expeditiously to preclude human suffering. Under Emergency Water Assistance, the Corps may provide water to any locality confronted with a source of contaminated water causing or likely to cause a substantial threat to the public health and welfare of the inhabitants of the locality. Corps assistance is supplemental to State and local assistance, but timeliness of ability to provide assistance must be given great weight.

**6-3. Procedures.**

a. Initial Request and Report. HQUSACE will be immediately notified of any request or anticipated request for assistance under this authority. Notification will be both telephonically and via SITREP.

b. Eligibility. Districts will promptly determine potential eligibility for assistance. If the request appears to be a likely candidate for assistance, the district will request Class 430 funding (see ER 11-1-320), and prepare a PIR in accordance with paragraph 6-4. below.

c. Declaration of Emergency. District commanders must issue a Declaration of Emergency for Emergency Water Assistance prior to submission of the PIR to the MSC for approval.

(1) The Declaration of Emergency may initially be verbal, but must be reported in the district's Situation Report (SITREP) within 24 hours of the declaration.

(2) Authority to issue a Declaration of Emergency is delegated to Deputy District Engineers, and all supervisors in the chain from the District Commander to the Chief of Emergency Management, inclusive. For purposes of a Declaration of Emergency, "Chief of Emergency Management" includes an acting Chief of Emergency Management. District commanders may withhold authority to issue a Declaration of Emergency. Withholding of authority may be done either by written correspondence, or via a published OPLAN.

d. Governor's Request. The district will ensure a formal request for Emergency Water Assistance is received from the governor or his/her authorized representative prior to submission of the PIR to the MSC.

e. MSC Approval Process. The MSC commander will act on the PIR within 2 days of receipt. Coordination with HQUSACE (CECW-OE) is required prior to MSC approval. Concurrently with providing approval notification to the district, MSC's will submit the request, with supporting documents, to HQUSACE for funding. The district will notify the requester of any approval or disapproval action in writing with a preliminary verbal notification, as appropriate.

f. Direct Application by Local Entity. In the event political subdivisions make direct application for Emergency Water Assistance to the district, they will be advised to coordinate their request with the appropriate state agencies. To the extent feasible, all potential requesters of assistance will be advised of the need to go through the state to request assistance, and that USACE will take no action except in response to a request from the state. Federally recognized Indian tribes and Alaska Native Corporations need not go through the State.

g. Coordination. Regardless of whether a request is expected to be approved or disapproved, early coordination with managers of other Federal, state and local programs is necessary to ensure that appropriate assistance is provided in a timely manner.

h. Ineligible Request. If a request is clearly ineligible for assistance under this authority, the district receiving the request will advise the state in writing of such ineligibility. Copies of such letters will be forwarded to the MSC for their information. No PIR will be prepared in such cases. However, available data and background information for such a determination will be maintained by the district.

#### **6-4. PIR Preparation.**

a. PIR Format. The basic format for preparation of the Emergency Water Assistance Due to Contaminated Source PIR is at Figure 6-1.

b. Alternatives and Cost Estimates. The PIR will address all feasible alternatives to resolve the situation. The PIR will include cost estimates for all alternatives. Cost estimates will be broken out into Federal and non-Federal components, if applicable.

c. Environmental Consideration. An assessment of environmental impacts will be a part of the PIR. Once a project has been approved, districts will ensure any necessary supplements or changes to the environmental documentation are done.

d. Approval Level. PIR approval level is the Division Engineer or a deputy division engineer.

e. PIR Review Checklist. The PIR Review Checklist (Figure 6-2) will be included as Appendix Z to the PIR. The checklist must be completed and signed by the Emergency Manager or the Project Officer for the assistance project. References in the Checklist refer to both ER 500-1-1, designated with "ER" followed by the paragraph number, and this pamphlet, designated with "EP" followed by the paragraph number.

**6-5. Cooperation Agreement.** During the PIR preparation, the district will ensure the public sponsor is aware of required contributions and commitments, and that the sponsor intends to sign the CA and meet its commitments. Once the PIR is approved, the CA will be executed prior to providing Emergency Water Assistance. See Figure 6-3 for the CA format.

**6-6. Funding and Cost Information.**

a. Investigation Costs. All costs associated with investigation and preparation of the Project Information Report will be under Class 430. If multiple locations in a single state are involved, investigations and PIR activities may be bulk funded.

b. Cost Share. Approved Emergency Water Assistance projects are funded at 100 percent Federal cost for eligible costs under Class 410. All other costs are the responsibility of the public sponsor.

c. Eligible Costs.

(1) All investigation and PIR preparation costs.

(2) Purchase of water, either bottled or bulk.

(3) Transportation of water, to include small diameter pipeline and tank trucks, and associated loading and unloading costs.

(4) Distribution of water, if the normal water distribution system cannot be used. However, State or local support using, e.g., the National Guard is the typical method for operating distribution points.

(5) Water quality monitoring and testing.

(6) Technical assistance.

d. Costs Not Eligible for FCCE Funding.

(1) Repair of contaminated water treatment plants or water distribution systems.

(2) Construction of new water treatment plants or water distribution systems.

(3) Water treatment, if USACE is providing only raw water for use by the existing water treatment plant.

e. Funding. Refer to ER 11-1-320 for funding procedures.

f. Benefit to Cost Ratio. No benefit to cost ratio is needed for Emergency Water Assistance. Costs for Emergency Water Assistance projects must be prudent, reasonable, supportable, and defensible.

**PROJECT INFORMATION REPORT  
EMERGENCY WATER ASSISTANCE DUE TO CONTAMINATED SOURCE**

**Part I. Executive Summary**

**Part II. Basic Report**

1. LOCATION - *City, county, and state.*
2. PUBLIC SPONSOR - *Name, address, telephone number, email address for the public sponsor of the proposed project.*
3. DESCRIPTION OF THE PROBLEM - *Affected locality and its water supply capability; cause of contamination (if known); health hazards, actions the public sponsor has taken to address the situation, actions taken by the State to address the situation (to include involvement of the National Guard), actions taken by other Federal agencies (e.g., Department of Agriculture), etc.*
4. COURSE OF ACTION OPTIONS - *List options available to correct the problem. Extensive information or tabular data will be placed in Appendix B.)*
5. PROPOSED WORK - *Of the options in paragraph 4. above, provide an explanation and description of the proposed work. Necessary additional information may be placed in Appendix B.*
6. BENEFICIARIES - *List of communities and quantities of people benefiting from the proposed work.*
7. PUBLIC SPONSOR'S SHARE OR CONTRIBUTION - *Description of form or method of public sponsor's contribution to resolving the problem.*
8. ENVIRONMENTAL CONSIDERATIONS. *Provide a general summary of environmental considerations. Specific statements, e.g., statement on effect of work on environment; Environmental Assessment, Section 7 of the Endangered Species Act of 1973 (PL 93-205) considerations; Archeological Investigations and Salvage Activities consideration per ER 1105-2-460, permits, etc, will be provide in Appendix C, as separate annexes.*
9. PERMITS. *List the need for any permits (Federal, state or local) and indicate potential problems with obtaining these permits.*

**Part III. Appendices**

- Appendix A. Governor's request for assistance; any other correspondence from the potential project sponsor.
- Appendix B. Data to support courses of action.
- Appendix C-Y. As needed.
- Appendix Z. PIR Review Checklist.

**Figure 6-1. PIR Format, Emergency Water Assistance Due to Contaminated Water Source**

<b>PIR REVIEW CHECKLIST</b>			
<b>EMERGENCY WATER ASSISTANCE DUE TO CONTAMINATED SOURCE</b>			
<u>YES</u>	<u>NO</u>	<u>N/A</u>	
1.	___	___	Has a written request for assistance from the governor been received? [ER, 6-1.a.]
2.	___	___	Is the contaminated water source established and documented in the PIR? [ER, 6-1.b.]
3.	___	___	Is USACE assistance supplementing tribal, state, and/or local efforts? [ER 6-1.c.]
4.	___	___	Is the proposed work temporary? [ER, 6-1.d.]
5.	___	___	Are the local interests correcting the deficient or deferred maintenance? [ER, 6-1.d.]
6.	___	___	Are the local interests assessing and correcting the situation that caused or is causing the contamination? [ER, 6-1.d.]
7.	___	___	Will USACE proposed assistance last 30 days or less? [ER, 6-1.e.]
8.	___	___	Are business and commercial firms excluded from getting water for commercial purposes from this USACE assistance? [ER, 6-1.h.]
9.	___	___	Was EPA notified? [ER, 6-1.i.]
10.	___	___	Are military bases and other Federal areas excluded from getting water from this USACE assistance? [ER, 2-3.c.]
11.	___	___	Are farms and ranches excluded from getting water for irrigation or for watering livestock purposes from this USACE assistance? [ER, 6-1.c.]
12.	___	___	The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 6-4.e.]
13.	___	___	The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]
REVIEWING OFFICIAL'S SIGNATURE			
NAME			
TITLE			
TELEPHONE NUMBER			
<i>Page Z-1</i>			

**Figure 6-2. PIR Review Checklist (Appendix Z), Emergency Water Assistance Due to Contaminated Water Source**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_

**for**

**EMERGENCY WATER ASSISTANCE DUE TO CONTAMINATED WATER SOURCE**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, 33 U.S.C. 701n authorizes the Chief of Engineers to provide emergency supplies of water, on such terms as he determines to be advisable, to any locality which he finds is confronted with a source of contaminated water causing or likely to cause a substantial threat to the public health and welfare of the inhabitants of the locality;

**WHEREAS**, the Public Sponsor has requested, in writing, emergency water assistance pursuant to 33 U.S.C. 701n, and the Public Sponsor qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate with the terms of this Agreement.

**NOW, THEREFORE, the parties agree** as follows:

1. The Government will perform the work described in its scope of work (attached) that is made part of this agreement.
2. The Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, and borrow and dredged or excavated material disposal areas necessary for the work.
  - b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the Government or its contractors.

**Figure 6-3. Cooperation Agreement for Emergency Water Assistance Due to Contaminated Water Source**

<p>c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government; and,</p> <p>d. Remove, at no cost to the Government, all temporary work constructed by the Government.</p> <p>3. (Add as applicable.)</p> <p>4. ATTACHMENTS:</p> <p>a. Exhibit A - Written request for assistance from the Public Sponsor.</p> <p>b. Exhibit B - Government Scope of Work.</p> <p><b>IN WITNESS WHEREOF</b>, the parties hereto have executed this agreement of the day and year first above written.</p>	
<p><b>THE DEPARTMENT OF THE ARMY</b></p>	<p><b>THE [NAME OF PUBLIC SPONSOR]</b></p>
<p>BY: _____</p> <p>[SIGNATURE] [TYPED NAME] [TITLE IN FULL]</p>	<p>BY: _____</p> <p>[SIGNATURE] [TYPED NAME] [TITLE IN FULL]</p>
<p>ADDRESS:</p>	<p>ADDRESS:</p>

**Figure 6-3. Cooperation Agreement for Emergency Water Assistance Due to Contaminated Water Source (Continued)**

***Section II - Emergency Water Assistance Due to Drought***

**6-7. General.** See ER 500-1-1, paragraph 6-5, for pertinent policy.

**6-8. Procedures.**

a. Initial Request and Report. HQUSACE will be immediately notified of any request for assistance under this authority. Notification will be both telephonically and via SITREP.

b. Eligibility. Districts will promptly determine potential eligibility for assistance. If the request appears to be a likely candidate for assistance, the district will request Class 430 funding (see ER 11-1-320), and prepare a PIR in accordance with paragraph 6-9. below.

c. Declaration of Emergency. District commanders must issue a Declaration of Emergency for Emergency Water Assistance prior to submission of the PIR to the MSC.

(1) The Declaration of Emergency may initially be verbal, but must be made in writing and reported in the district's ENGLINK Situation Report (SITREP) within 24 hours of the declaration.

(2) Authority to issue a Declaration of Emergency is delegated to Deputy District Engineers, and all supervisors in the chain from the District Commander to the Chief of Emergency Management, inclusive. For purposes of a Declaration of Emergency, "Chief of Emergency Management" includes an acting Chief of Emergency Management. District commanders may withhold authority to issue a Declaration of Emergency. Withholding of authority may be done either by written correspondence, or via a published OPLAN.

d. Governor's Request. The district will ensure a formal request for Emergency Water Assistance is received from the governor prior to submission of the PIR to the MSC.

e. Approval Process.

(1) The MSC will act on the PIR within 2 days of receipt from the district.

(2) HQUSACE will expeditiously act on the PIR upon receipt from the MSC. HQUSACE action includes the requirement for a Drought Distressed Area designation by the Director of Civil Works or the ASA(CW). After a Drought Distressed Area designation has been made, approval level for PIR's is the Chief, Operations Division. HQUSACE will expeditiously provide funding for approved PIR's.

f. Scope of Assistance. A Drought Distressed Area designation by the Director of Civil Works or the ASA(CW) does not provide for an unlimited number of projects. Therefore, to the greatest extent possible, the district must identify the total amount of assistance required, the duration of the assistance, and the total estimated cost of providing the assistance. Separate projects must be individually justified in separate PIR's. However, a project may have multiple components that provide assistance in different areas by different means. For example, assistance to a large, rural county could consist of a small diameter pipeline to the large town in the county, and trucking bulk water to outlying towns.

**6-9. Considerations for Assistance.** In evaluating requests for Emergency Water Assistance for potential eligibility, the following are examples of actions that should be undertaken by state and/or local interests prior to the USACE consideration of the request:

a. Declaration of a drought emergency is made by state and/or other appropriate authority.

b. Available state and local resources are fully used, to include funds, labor, and equipment such as National Guard trucks to haul water. Assistance and support from other Federal agencies that may have applicable assistance authorities should be sought prior to the request being considered under PL 84-99 authority. Other Federal agencies that may have some assistance authorities are:

(1) Small Business Administration (SBA).

(2) Farmers Home Administration (FmHA).

(3) Economic Development Administration (EDA).

(4) Federal Emergency Management Administration (FEMA). [Note: A request for a presidential disaster declaration is not required as a prerequisite for USACE assistance.]

(5) Natural Resources Conservation Service (NRCS).

(6) Bureau of Indian Affairs (BIA) for assistance on tribal lands.

c. Mandatory water conservation measures have been instituted to reduce demand.

d. The use of available water is prioritized. Human consumption and sanitary needs take priority over industrial processes and irrigation of crops.

e. Appropriate experts establish minimum requirements for public health and welfare (examples: xx gallons per day per person for human consumption, health, and sanitation.) This is generally between 2 and 5 gallons per person per day.

f. Operation of water treatment facilities is modified to allow processing of alternate water sources that may be available.

g. Water processing and distribution systems are evaluated to identify losses and repairs are undertaken to minimize such losses.

h. Non-potable water is used in situations where it can be safely used to meet a portion of the community's requirements.

i. Where the problem is maintaining well production, available alternatives such as lowering production or deepening wells are being addressed.

j. A long term solution is being expeditiously executed.

**6-10. PIR Preparation.**

a. The format for the PIR is at Figure 6-4.

b. The PIR will address all feasible alternatives to resolve the situation. The PIR will include cost estimates for all alternatives. Cost estimates will be broken into Federal and non-Federal components, if applicable. Non-Federal costs include the purchase of water.

c. Environmental Consideration. An assessment of environmental impacts will be a part of the PIR. Once a project has been approved and the project has begun, districts will ensure any necessary supplements or changes to the environmental documentation are done.

d. The existence of drought conditions must be verified in the PIR in sufficient detail and with sufficient justification to merit a drought distressed area declaration. Supporting data should include such information as:

(1) Abnormally low groundwater levels, soil moisture, and stream flows, as defined by indicators such as the Palmer Index.

(2) Extremely low aquifer levels when compared to historical norms, drastically low water production levels, and indications that the conditions are not a recurring situation or the continuation of a long term trend.

(3) Abnormally low runoff from rainfall or snowpack into rivers, streams, lakes, or other storage areas, resulting in reduced or lost water supply source.

e. The PIR Review Checklist (format at Figure 6-5) will be included as Appendix Z to the PIR. The Checklist must be completed and signed by the Emergency Manager or the Project Officer for the Emergency Water Assistance project.

**6-11. Cooperation Agreement.** During the preparation of the PIR, the district will ensure the project sponsor is aware of required contributions and commitments, and intends to sign the CA and meet its commitments. Once the PIR is approved, the CA will be executed prior to providing Emergency Water Assistance. See Figure 6-6 for the CA format.

**6-12. Funding and Cost Information.**

a. Investigation Costs. All costs associated with investigation and preparation of the Project Information Report will be under Class 430. If multiple locations in a single state are involved, investigations and PIR activities may be bulk funded.

b. Cost Share - Other Than Well Drilling. Approved drought assistance projects are funded at 100% Federal cost for allowable expenses under Class 420. All other expenses, to specifically include the purchase of water, are a local responsibility.

c. Allowable Costs for FCCE Funding - Other Than Well Drilling.

(1) All investigation and PIR preparation costs.

(2) Transportation of water, to include construction of small diameter pipelines, purchase or lease of pumps, and use of tank trucks.

d. Costs Not Eligible for FCCE Funding - Other Than Well Drilling.

(1) Purchase of water, either bottled or bulk.

(2) Construction of new water treatment plants or water distribution systems.

(3) Water treatment.

(4) Operations and maintenance of pumps and pipeline systems, and related activities.

e. Well Drilling.

(1) Payment by Applicant for Well Drilling. Included in the USACE authority is the capability to drill wells for assistance applicants. When a well drilling project is approved, the applicant must secure the necessary funding for well construction from internal, commercial, or other sources. The proposed payment plan will be included in the PIR. If the applicant prefers repayment of government costs for well drilling, the district will contact HQUSACE (CECW-OE) for guidance.

(2) Availability of Private Contractors. USACE will not undertake well construction when private business can do the work in a reasonable time. As part of the investigation and PIR process, the district commander may advertise the need for such well drilling, but not identify the applicant. Contractors will be asked to respond to USACE by a specific date if they can supply the services. The names of those responding will be provided to the applicant.

f. Benefit to Cost Ratio. No benefit to cost ratio is needed for Emergency Water Assistance.

**PROJECT INFORMATION REPORT  
EMERGENCY WATER ASSISTANCE DUE TO DROUGHT**

**Part I. Executive Summary**

**Part II. Basic Report**

1. LOCATION - *City, county, and state.*
2. PUBLIC SPONSOR - *Name, address, telephone number, email address for the public sponsor of the proposed project.*
3. DESCRIPTION OF THE PROBLEM - *Affected locality and its water supply capability; brief summarization of the drought conditions; health hazards (if any); actions the public sponsor and the State have taken to address the situation (to include involvement of the National Guard); actions taken by other Federal agencies (e.g., Department of Agriculture); etc.*
4. COURSE OF ACTION OPTIONS - *List options available to correct the problem. Extensive information or tabular data will be placed in Appendix C.)*
5. PROPOSED WORK - *Of the options in paragraph 4. above, provide an explanation and description of the proposed work. Necessary additional information may be placed in Appendix C.*
6. BENEFICIARIES - *List of communities and numbers of people benefiting from the proposed work.*
7. PUBLIC SPONSOR'S SHARE OR CONTRIBUTION - *Description of form or method of public sponsor's contribution to resolving the problem.*
8. ENVIRONMENTAL CONSIDERATIONS. *Provide a general summary of environmental considerations. Specific statements, e.g., statement on effect of work on environment; Environmental Assessment, Section 7 of the Endangered Species Act of 1973 (PL 93-205) considerations; Archeological Investigations and Salvage Activities consideration per ER 1105-2-460, permits, etc, will be provided in Appendix C, as separate annexes.*
9. PERMITS. *List the need for any permits (Federal, state or local) and indicate potential problems with obtaining these permits.*

**Part III. Appendices**

- Appendix A. *Governor's request for assistance; any other correspondence from the potential project sponsor.*
- Appendix B. *Data and documentation to justify issuance of a drought distressed area declaration from the Assistant Secretary of the Army for Civil Works.*
- Appendix C. *Data to support courses of action, and Environmental Statements.*
- Appendix D-Y. *As needed (e.g., payment plans.)*
- Appendix Z. *PIR Review Checklist.*

**Figure 6-4. PIR Format, Emergency Water Assistance Due to Drought**

<b>PIR REVIEW CHECKLIST - EMERGENCY WATER ASSISTANCE DUE TO DROUGHT</b>			
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
1.	___	___	
	Has a written request for assistance from the governor been received? [ER, 6-5.a.]		
2.	___	___	
	Is there sufficient data to support a declaration of a drought distressed area by the ASA(CW)? [ER, 6-5.b.]		
3.	___	___	
	Is USACE's authority the only Federal authority able to provide the needed assistance? [ER, 6-9.b.]		
4.	___	___	
	Is USACE assistance supplementing tribal, state and/or local efforts? [ER, 6-5.]		
5.	___	___	___
	If water needs to be purchased, will the local interests pay for it? [ER, 6-5.e.]		
6.	___	___	___
	If a well is to be constructed, have the local interests agreed to pay for the cost? [ER, 6-5.j.]		
7.	___	___	___
	Has the district ensured there are no contractors available to perform drilling of wells? [ER, 6-5.i.]		
8.	___	___	
	Are the local interests formulating a credible long term solution? [ER, 6-5.b.]		
9.	___	___	
	Are business and commercial firms (other than farmers and ranchers), and recreation interests, excluded from getting water for commercial or recreational purposes from this USACE assistance? [ER, 6-5.d.]		
10.	___	___	___
	Are military bases and other Federal areas excluded from getting water from this USACE assistance? [ER, 2-3.c.]		
11.	___	___	___
	Are farms and ranches (not including cases of well drilling) excluded from getting water for irrigation or for livestock watering purposes? [6-5.d.]		
12.	___	___	
	The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 6-10.e.]		
13.	___	___	
	The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]		
REVIEWING OFFICIAL'S SIGNATURE			
NAME			
TITLE			
TELEPHONE NUMBER			
Z-1			

**Figure 6-5. PIR Review Checklist (Appendix Z), Emergency Water Assistance Due to Drought**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_  
**for  
EMERGENCY WATER ASSISTANCE DUE TO DROUGHT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, 33 USC 701n authorizes the Secretary of the Army, acting through the Chief of Engineers, U.S. Army Corps of Engineers, to provide assistance for emergency water supplies to political subdivisions within areas he determines to be drought distressed;

**WHEREAS**, the Public Sponsor has requested, in writing, assistance pursuant to 33 U.S.C. 701n, and the Public Sponsor qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers;

**WHEREAS**, the Public Sponsor is located within an area which the Government has determined to be drought distressed; and, the Government has determined that, as a result of the drought, the Public Sponsor has an inadequate supply of water for human consumption, and water cannot be obtained by the Public Sponsor from other sources; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate with the terms of this agreement.

**NOW, THEREFORE, the parties agree** as follows:

1. The Government agrees to perform the Emergency Water Assistance developed by the Government and as described in the attached scope of work.
2. The Public Sponsor will:
  - a. Provide, without cost to the Government, the required storage facility at the terminal point as determined by the Government to be needed for the emergency water supplies;
  - b. Purchase the supply of water or acquire any water right required for a source of water supply;
  - c. Develop a plan of action and initiate such necessary actions to restore a source of water supply or assume the responsibility for the transportation of a supply of water as soon as practicable;

**Figure 6-6. Cooperation Agreement for Emergency Water Assistance Due to Drought**

d. Obtain all necessary Federal, state, and local permits required for the provision of said emergency water supplies prior to the commencement of the work by the Government.

e. Hold and save the Government free from damages arising from provision of assistance under this agreement, except damages due to the fault or negligence of the Government or its contractors.

f. (Specify others as needed.)

3. ATTACHMENTS:

a. Exhibit A - Written request for assistance.

b. Exhibit B - Government's Scope of Work.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

**THE DEPARTMENT OF THE ARMY**

**THE [NAME OF PUBLIC SPONSOR]**

BY: \_\_\_\_\_  
[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

BY: \_\_\_\_\_  
[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

ADDRESS:

**Figure 6-6. Cooperation Agreement for Emergency Water Assistance Due to Drought (Continued)**

## **CHAPTER 7 ADVANCE MEASURES**

**7-1. General.** See Chapter 7, ER 500-1-1, for pertinent policy.

**7-2. Types of and Eligibility for Advance Measures Assistance.** Advance Measures assistance may be in the form of technical or direct assistance. Refer to ER 500-1-1, paragraphs 7-2 and 7-3, for types of and eligibility for Advance Measures assistance that may be provided.

### **7-3. Advance Measures Situations and Applications.**

a. **Imminent Danger of Flooding.** Advance Measures Assistance may be provided in order to prevent or reduce flood damage when there is an imminent threat of unusual flooding. Advance Measures assistance is limited to those necessary to prevent or reduce impacts of floods that (1) pose a significant threat to life and/or improved property, and, (2) the proposed assistance is beyond the capability of local interests and the State to perform in a timely manner.

b. **Imminent Danger of Levee Failure/Overtopping.** Advance Measures Assistance may be provided for levee projects that are in imminent danger of failure/overtopping. In such cases, Advance Measures can be employed to undertake minimum corrective action to ensure the stability, integrity, and safety of such projects. Actions should be limited to those necessary to prevent imminent failure of a project that (1) poses a significant threat to life and/or property, and, (2) the proposed assistance for the project is beyond the capability of local interests and the State to perform in a timely manner.

c. **Snowmelt from Abnormally High Snowpack.** Advance Measures to prevent predicted riverine or closed-basin flooding from heavy snowmelt are appropriate when based on measured conditions. Indicators to be measured include snow depths, snow water content, soil moisture content and frost penetration depth. Based on these measured conditions, and published forecasts, USACE and the National Weather Service (NWS) can forecast river/lake stages to determine if an imminent flood threat exists.

d. **Federal Channels.** Channel clearance and dredging to restore original project design capacity is permitted if predicted flood flows cannot be passed and flooding is likely to occur.

e. **Non-Federal Channels.** Channel clearance and dredging to restore original project design capacity is permitted if predicted flood flows cannot be passed and flooding is likely to occur. Field reconnaissance will determine the required additional capacity to pass the predicted flood flows.

f. Snags/Log Jams/Debris Obstructions. Removal of snags, log jams, and debris in streambeds is permitted to prevent the impoundment of water that would cause unusual flooding and produce significant amounts of damage to improved property.

g. Dam Failures.

(1) Advance Measures assistance is permitted to relieve the threat of flooding from dam failures when predicted inflows/river stages will result in catastrophic failure. An imminent loss of life or damage to improved property downstream of the dam must exist. Assistance may involve dewatering of the impoundment, controlled breaching of the structure, or repair/strengthening of the structure, depending on the time available and the costs involved versus the benefits. Permanent restoration/rehabilitation of the structure is the owner's responsibility.

(2) USACE may assist state and local interests in the formulation of an evacuation plan.

(3) If actual dam failure is occurring, response operations using Class 210 funds should be undertaken in accordance with Chapter 4, ER 500-1-1.

h. High Lake Levels. If an imminent flood threat period exists due to record or near record lake levels and significant flood damage will occur during lake storm seasons, the construction of temporary flood control works and/or the modification of existing flood control works is authorized. If the high lake levels are cyclical, and recurring imminent flood threat periods can be expected, a waiver of the local sponsor requirements to remove the temporary flood control works may be requested in order to require the local sponsor to maintain and upgrade the flood control works. State and/or local fund contributions will normally be 25 percent of the cost of construction.

#### **7-4. Procedures.**

a. Initial Report. A telephonic report or situation report will be made through MSC to HQUSACE (CECW-OE) as soon as there is an indication that an Advance Measures request may be received.

b. Governor's Request. The Governor's letter will contain the following information:

(1) A description of the state and/or local efforts undertaken.

(2) A statement that the State has committed all available resources.

(3) The specific location(s) and type of assistance needed.

(4) The name of the project sponsor.

(5) Additional commitments to be accomplished by the State.

c. **Actions Following Receipt of Governor's Request.** Following receipt of the Governor's written request, an investigation will be conducted to determine if USACE Advance Measures assistance is appropriate, and the type of USACE assistance to be provided.

d. **Processing and Approval Process.** If assistance appears appropriate, an Advance Measures PIR will be prepared by the District in accordance with Figure 7-1. The PIR Review Checklist (format at Figure 7-2) will be included as Appendix Z to the PIR. The Checklist must be completed and signed by the Emergency Manager or the Project Officer for the Advance Measures project. The PIR will be submitted through the MSC to HQUSACE (CECW-OE) as expeditiously as possible, but not later than 30 days after the date of the Governor's written request. A separate PIR will be prepared for each requested project. The MSC will act on the PIR within 5 days of receipt. HQUSACE will take action within 5 calendar days of receipt of the recommendation from the MSC commander. To expedite the review process, MSC's are encouraged to submit the district's PIR for concurrent MSC and HQUSACE review.

e. **Cooperation Agreement.** A CA (see Figure 7-3) will be executed with the public sponsor prior to the provision of assistance.

f. **Denial Letter.** If USACE assistance is denied, the district will transmit a letter to the Governor detailing why assistance is not available. A copy of the request and denial letter will be furnished to HQUSACE through MSC headquarters.

g. **Funding.** Funding will be in accordance with ER 11-1-320. For the execution of an approved Advance Measures project, funds will normally be provided concurrently with the approval of the project.

h. **USACE Costs.**

(1) **Field Investigation Costs.** Any expenses for conducting the preliminary review and for the preparation of the PIR and supporting documents will be charged as field investigation costs. Any technical assistance provided is also a field investigation cost. Field investigation costs will be charged to Class 520.

(2) Project Costs. These costs are any expenses necessary for the preparation of the plans and specifications, purchases, equipment rentals, contracts, and supervision and inspection during construction phase. Project costs will be charged to Class 510.

i. Fiscal Closeouts. EM elements will ensure that actions for closing emergency activities are accomplished in accordance with ER 11-1-320, within 60 days of completion of Advance Measures activities.

**PROJECT INFORMATION REPORT  
ADVANCE MEASURES**

**Part I. Executive Summary**

**Part II. Basic Report**

1. NAME AND LOCATION - *Project name; city, county, and state.*
2. PUBLIC SPONSOR - *Name, address, telephone number, and email address for the public sponsor of the proposed project.*
3. SUMMARY OF THE CONDITIONS CAUSING THE IMMINENT THREAT OF UNUSUAL FLOODING - *Additional documentation may be included at Appendix B.*
4. COURSE OF ACTION OPTIONS - *List options available to address the problem. Extensive information or tabular data will be placed in Appendix C.)*
5. PROPOSED WORK - *Of the options in paragraph D. above, provide an explanation and description of the proposed work. Necessary additional information may be placed in Appendix C.*
6. ECONOMICS. - *Refer to Appendix C of EP 500-1-1 for economics format. State the benefit cost ratio of the proposed option, and the anticipated damages avoided attributable to the Advance Measures project. Provide a description of the communities and numbers of people benefiting from the proposed work. The detailed economic information and calculation of the BCR will be provided in Appendix D of the PIR.*
7. PUBLIC SPONSOR'S SHARE OR CONTRIBUTION - *Description of actions the local interests and the State are undertaking to resolve the problem.*
8. ENVIRONMENTAL CONSIDERATIONS. *Provide a general summary of environmental considerations. Specific statements, e.g., statement on effect of work on environment; Environmental Assessment, Section 7 of the Endangered Species Act of 1973 (PL 93-205) considerations; Archeological Investigations and Salvage Activities consideration per ER 1105-2-460, permits, etc, will be provide in Appendix C, as separate annexes.*
9. PERMITS. *List the need for any permits (Federal, s tate or local) and indicate potential problems with obtaining these permits.*

**Part III. Appendices**

- Appendix A. Governor's request for assistance; any other correspondence from the potential project sponsor.
- Appendix B. Data and documentation addressing the imminent threat of unusual flooding.
- Appendix C. Data to support courses of action.
- Appendix D. Economic data, to include calculation of benefit to cost ratio.
- Appendix E-Y. As needed.
- Appendix Z. PIR Review Checklist.

**Figure 7-1. PIR Format, Advance Measures**

<b>PIR REVIEW CHECKLIST FOR ADVANCE MEASURES</b>				
	<u>YES</u>	<u>NO</u>	<u>N/A</u>	
1.	___	___		An imminent threat of unusual flooding has been established. [ER, 7-1.a.]
2.	___	___		There are no other USACE authorities that apply - Advance Measures is the only USACE option available to address this situation. [ER, 7-1.a.]
3.	___	___		The assistance supports and supplements tribal, state and local efforts. [ER, 7-1.b.]
4.	___	___		The governor requested the assistance in writing. [ER, 7-1.c.]
5.	___	___		The assistance is not solely for erosion control. [ER, 7-1.d.]
6.	___	___		The work does not make a permanent modification to an existing project to increase the degree or level of protection. [ER, 7-1.f.]
7.	___	___		The project has a favorable (>1.0) benefit cost ratio. [ER, 7-1.g.]
8.	___	___		The work is temporary in nature. [ER, 7-1.h.]
9.	___	___	___	If the work is not temporary in nature, the sponsor is willing and able to cost share at 75% Federal and 25% local share. [ER, 7-1.m.(2)]
10.	___	___		Any permanent work is justified and properly documented. [7-1.h.]
11.	___	___		The public sponsor has agreed to sign a Cooperation Agreement. [ER, 7-1.i.]
12.	___	___		The public sponsor has agreed to remove all temporary work to be constructed by USACE, or upgrade it to USACE standards. [ER, 7-1.i.]
13.	___	___		The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 7-4.d.]
14.	___	___		The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]
REVIEWING OFFICIAL'S SIGNATURE:				
NAME:				
TITLE:				
TELEPHONE NUMBER:				
<i>Page Z-1</i>				

**Figure 7-2. PIR Review Checklist (Appendix Z) for Advance Measures**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_ **for**  
**ADVANCE MEASURES ASSISTANCE**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, 33 U.S.C. 701n authorizes the Chief of Engineers to provide Advance Measures.

**WHEREAS**, the Public Sponsor has requested, in writing, assistance under 33 U.S.C. 701n and qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in accordance with the terms of this agreement.

**NOW, THEREFORE, the parties agree** as follows:

1. The Government will perform the work described in its scope of work, which is made part of this agreement.
2. The Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, and borrow and dredged or excavated material disposal areas necessary for the work.

**Figure 7-3. Cooperation Agreement for Advance Measures Assistance**

b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the Government or its contractors.

c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government; and

d. Remove all temporary work constructed by the Government, with initiation of removal within 30 days of the conclusion of the flood event.

3. The Public Sponsor further agrees to: (Add as applicable)

4. ATTACHMENTS:

a. Exhibit A - Written request for assistance from the Public Sponsor.

b. Exhibit B - Government Scope of Work.

c. Add others as applicable.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day and year first above written.

**THE DEPARTMENT OF THE ARMY**

**THE [NAME OF PUBLIC SPONSOR]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]

ADDRESS:

ADDRESS:

**Figure 7-3. Cooperation Agreement for Advance Measures Assistance  
(Continued)**

## **CHAPTER 8**

### **Hazard Mitigation**

**8-1. Implementation.** See paragraphs 8-1 and 8-2, ER 500-1-1 for pertinent policy.

**8-2. Background.**

a. Objective. The primary objective of hazard mitigation is to reduce or avoid Federal expenditures resulting from flood situations through a coordinated interagency and intergovernmental team approach that develops flood hazard mitigation recommendations.

b. Interagency Agreement. The Office of Management and Budget issued a memorandum on 10 July 1980, which directed 12 Federal departments and agencies to cooperate in the establishment of regional Hazard Mitigation Teams (HMT's). The primary purpose of HMT's is to prepare Hazard Mitigation Reports within 15 days of Presidentially declared flood disasters. FEMA coordinates the 12 Federal departments and agencies in the development of an interagency agreement that establishes common policy and guidelines to implement the hazard mitigation program. The result is the "Interagency Agreement for Non-Structural Flood Damage Reduction Measures as Applied to Common Flood Disaster Planning and Post Flood Recovery Practices." The agreement was signed by the following departments and agencies:

- (1) Federal Emergency Management Agency (FEMA).
- (2) Department of Agriculture (USDA).
- (3) Department of the Army (DA) (Redelegated to USACE).
- (4) Department of Commerce (DOC).
- (5) Department of Health and Human Services (HHS).
- (6) Department of Education (DE).
- (7) Department of Housing and Urban Development (HUD).
- (8) Department of Interior (DOI).
- (9) Department of Transportation (DOT).
- (10) Environmental Protection Agency (EPA).

(11) Small Business Administration (SBA).

(12) Tennessee Valley Authority (TVA).

### **8-3. HMT Concept of Operation.**

a. Hazard mitigation teams are established in each of the 10 Federal regions. USACE represents the Secretary of the Army on the HMT. A FEMA representative normally serves as the team leader.

b. The most significant role of the HMT is to provide advice and recommendations based on observations and analysis during the 15-day period following the Major Disaster Declaration by the President. This role is distinct from many others in that the team neither provides emergency relief nor makes binding decisions on recovery activities. The main objective is to identify opportunities to minimize future Federal expenditures for disaster recovery operations.

c. The HMT has the responsibility to prepare a Hazard Mitigation Report within 15 days of a presidentially declared disaster. In extraordinary circumstances involving large scale, major disasters, the FEMA Regional Director (RD) may determine that a preliminary Hazard Mitigation Report will be submitted within 15 days followed by a more detailed report within 30 days from the Presidentially declared disaster. In accomplishing this task, the HMT conducts the operation in the following phases:

(1) Receives briefing on the disaster from the NWS, USACE, FEMA, local interests, and any other agencies that have pertinent information that would be beneficial to the team.

(2) Visit as much of the disaster area as possible in one or two days. If the area is too large to visit in this time frame, visit representative samples of each type flood damage.

(3) Each team member should watch for areas in which flood damages can be reduced or prevented by either structural or nonstructural measures. Team members should be aware that they can make suggestions that may be a local responsibility or other Federal or State agency responsibility to implement.

(4) The team should discuss all recommendations made by each team member, decide if it is a viable recommendation, and if so, then decide who will write the issue in the HMT Report.

(5) After recommendations are written, they should be reviewed, edited, and agreed upon by the team and then combined to form the HMT Report.

(6) The report is required to be written within 15 days following a Presidential Major Disaster Declaration.

(7) After completion of the report, USACE should recommend that FEMA meet with local officials and discuss recommendations in the report since many of the recommendations are normally local interest responsibilities.

(8) FEMA is responsible for distribution of the report to all involved agencies and to concerned congressional interests.

#### **8-4. Procedures.**

a. Representative. The HMT representative will serve as the MSC's primary member on the regional HMT within its Civil Works boundaries.

b. Participation. After a flood disaster, when the FEMA RD activates the HMT (or a portion thereof), the RD will designate the team leader, and notify the team members. The USACE representative will attend all meetings and respond to the HMT requirements. Where more than one MSC is affected within a disaster area, MSC commanders will mutually agree upon a lead USACE representative. The MSC(s) not providing the lead USACE representative may participate in the HMT to assist the lead USACE representative with the overall USACE coordination. The lead USACE representative is responsible for coordination of all activities and recommendations with the appropriate districts and MSC's. MSC's will notify HQUSACE (CECW-OE) of any USACE participation in HMT activities.

c. Responsibilities. The USACE HMT representative will ensure that:

(1) The HMT is provided with information about USACE programs, the availability of funds from USACE authorities, status of ongoing projects, previously published studies, hydrological information, and damage assessment.

(2) USACE expertise is used in identifying mitigation opportunities and coordinate with affected districts.

(3) The HMT is provided with the USACE evaluation of mitigation alternatives and recommendations.

(4) Liaison between the HMT and USACE is constantly maintained before, during, and after field activities.

d. Activities. The USACE representative will be knowledgeable in the following activities:

- (1) Civil Works programs.
- (2) USACE regulations and authorities.
- (3) Completed and ongoing Civil Works projects and studies.
- (4) Regulatory and permit requirements and activities.
- (5) PL 84-99 activities.
- (6) General knowledge of other agency programs.

e. Information and Data. The USACE representative will be prepared to provide the HMT with the information or data that are currently available in MSC or district offices. Examples are:

- (1) Flood frequency analyses.
- (2) Aerial photographs.
- (3) Mapping.
- (4) Damage assessments.
- (5) Economic data.
- (6) Flood inundation maps.

f. USACE Comments. MSC commanders will provide to FEMA, within 20 days of receipt of the Hazard Mitigation Report (also known as the 15-day report), comments to the recommendations made by the Hazard Mitigation Report. A copy of these comments, along with a copy of the Hazard Mitigation Report will be forwarded to HQUSACE, ATTN: CECW-OE. The USACE comments will provide FEMA with:

- (1) Technical corrections to the Hazard Mitigation Report;
- (2) Any nonconcurrency to the recommendations of the Hazard Mitigation Report; and,
- (3) A schedule to accomplish the recommendations for which USACE is assigned the lead and USACE concurs. The schedule will be in tabular forms showing recommendations, proposed schedule, current status, and remarks columns.

g. USACE 90 Day Status Report. MSC commanders will provide, within 90 days of receipt of the Hazard Mitigation Report, input to the FEMA Post Flood Recovery Progress Report. The Status Report will be prepared and submitted by MSC's providing FEMA with:

(1) A status of progress made in implementing the recommendations of the Hazard Mitigation Report.

(2) A description of problems or issues that have developed after completion of the report.

(3) Recommendations for further actions.

h. District Commanders will:

(1) Be prepared to support MSC's with HMT requirements.

(2) Ensure the recommendations of the Hazard Mitigation Report are implemented in accordance with MSC authorities and schedule.

(3) Provide the MSC with comments, input to the Hazard Mitigation Reports, and input to the Status Reports.

i. USACE Costs. All costs for HMT activities will be maintained by MSC's. USACE-funded costs will be limited to:

(1) Travel and per diem.

(2) Regular and overtime labor for MSC and district personnel. This does not include regular labor for General Expense-funded personnel.

(3) Reproduction costs for pertinent HMT reports. USACE will not be responsible for funding the complete HMT report.

**8-5. Funding.** HMT activities are funded under Class 610. Refer to ER 11-1-320 for funding procedures. Fiscal closeout of Class 610 activities will occur within 60 days of completion of travel for HMT activities.

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## **CHAPTER 9**

### **DEPARTMENT OF THE ARMY ASSISTANCE UNDER AR 500-60**

#### **9-1. General.**

a. Policy. For policy regarding this subject, see ER 500-1-1, paragraph 9-1.

b. Procedures for DOD Support. If an MSC or district requires support that may be available from another DOD activity, it may request such support in accordance with that activity's procedures. An example of this would be obtaining a helicopter from a nearby Army installation or Navy base.

c. AR 500-60 Contracting. No emergency contracting is permitted under authority of AR 500-60 unless funds are provided by the requesting Federal activity. If a DOD activity requests a USACE district to provide contracting assistance, the contingency contracting policy and strategy of Chapter 11, ER 500-1-1, should be used to the maximum extent possible.

d. Stafford Act. ER 500-1-28, Response Planning Guide, and the Federal Response Plan should be referred to for USACE-FEMA coordination involving possible or actual Stafford Act mission taskings.

#### **9-2. USACE Procedures.**

a. MSC's will:

(1) Establish and maintain liaison with CONUS Army (CONUSA) commanders, CINC's, FEMA Regional Directors, USCG regional commanders, and other appropriate Federal, state, and local government agencies.

(2) Ensure that USACE procedures for disaster relief are coordinated with CONUSA or unified commanders.

(3) Ensure procedures are developed to provide engineering, construction management, and contracting support to engineer and troop units involved in disaster relief operations, when requested.

(4) Furnish CINC's and CONUSA commanders information on floods or other disasters or emergencies, and on activities undertaken by the USACE MSC and/or district.

b. Districts will:

- (1) Be prepared to provide assistance and support under AR 500-60.
- (2) Assist MSC's with points of contact at military installations within their Military boundaries.
- (3) Establish procedures to process requests for DOD resources in disasters and emergencies.
- (4) Establish procedures to provide engineering, construction management, and contracting support to engineer and troop units involved in disaster relief operations.
- (5) Furnish copies of situation reports to the CINC's, CONUSA commanders, and other appropriate agencies using the fastest electrical means available.

c. Activation and Employment of the 249th Engineer Battalion. MSC and district commanders do not have the authority to activate the 249th Engineer Battalion (Prime Power). This authority rests at HQUSACE. Requests to use an element of the 249th Engineer Battalion (Prime Power) that is working within the MSC or district boundaries should be submitted to the UOC for action.

**CHAPTER 10**  
**NATIONAL OIL AND HAZARDOUS SUBSTANCE POLLUTION CONTINGENCY PLAN**  
**(NCP)**

**10-1. General.** Planning and procedures to respond to releases requiring remedial action under the NCP are not governed by ER 500-1-1, and are not funded by the FCCE appropriation. See ER 500-1-1, Chapter 10, for pertinent policy.

**10-2. Authority.** USACE has authority to remove sunken vessels or similar obstructions under Sections 15, 19, & 20 of the River and Harbors Act of 1899, as amended by the Water Resources Act of 1986.

**10-3. Background.**

a. NCP. The NCP provides for an efficient, coordinated and effective response to discharges of oil and releases of hazardous substances, pollutants and contaminants in accordance with the authorities of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Clean Water Act (CWA).

b. National Response Team (NRT). The NRT is responsible for national response and preparedness, planning, coordinating regional planning, and providing policy guidance and support to the RRT's. There are 15 federal agencies on the NRT, including DOD. The Federal agencies may be requested to provide assistance during preparedness planning, or in an actual response. CECW-OE, in conjunction with CECS-OPS, provides USACE representation to the NRT.

c. Regional Response Team (RRT). The RRT serves as the regional organization for planning and coordination of preparedness and response actions. The RRT is composed of representatives from the same agencies that make up the NRT, along with representatives from tribal, state, and local governments.

d. On Scene Coordinator and Remedial Project Manager (OSC/RPM). The OSC/RPM directs the response efforts at the scene of a discharge or release. In general, the OSC/RPM is predesignated by the regional or district head of the lead agency. The Environmental Protection Agency (EPA) or the US Coast Guard (USCG) normally provides the OSC. However, for releases from vessels or facilities under the jurisdiction, custody or control of DOD, DOE, or other federal agency, the OSC/RPM will be provided by the federal agency responsible for the release, except for the special conditions stated in the NCP. The USCG will provide the OSC for oil discharges, including those from a Federal agency facility or vessel, within or threatening the coastal zone and inland waterways. Other conditions on designation of the OSC/RPM are included in the NCP.

e. Activation.

(1) The NRT may be activated as a response team when: (a) the response capability of the region where the incident occurs is exceeded; or (b) the incident crosses regional boundaries; or (c) the incident involves a significant threat to public health, welfare, or the environment, substantial amounts of property, or substantial threats to natural resources; or (d) if requested by any NRT member.

(2) The RRT will be activated as an incident response team upon request from the OSC/RPM or from any RRT member. The RRT may also be activated when: (a) the response capability of the OSC/RPM is exceeded; or (b) the incident crosses state boundaries; or (c) the incident poses a substantial threat to public health, welfare or the environment, or to regionally significant amounts of property.

**10-4. USACE Participation.** USACE is included in the NCP as a branch of DOD that has "relevant expertise" that can be used in response to discharges or releases. USACE MSC's provide members for the RRT.

**10-5. Procedures.**

a. USACE Projects. Planning, prevention, control and reporting of discharges and releases for project offices that operate and maintain completed USACE projects are subject to the applicable provisions of AR 200-1 and ER 1130-2-434.

b. Non-USACE Activities. Planning, preparedness and response assistance to discharges and releases from non-USACE activities are subject to the applicable provisions of AR 500-60. USACE facilities and resources available outside the region should be considered in the development of regional and on-scene coordinator contingency plans. For discharges, USACE hopper dredges and USACE reserve fleet of contractor owned hopper dredges should be included, when appropriate, in the regional and on-scene coordinator contingency plans.

c. Notification. Notice of an oil discharge or release of a hazardous substance in an amount equal to or greater than the reportable quantity must be made immediately to the National Response Center, HQ USCG, Washington, D.C. telephone (800) 424-8802 or (202) 267-2675. Notification procedures for USACE projects shall be similar to those identified in Chapter 8 of AR 200-1. Information on reportable quantities for oil and hazardous substances is referenced in AR 200-1. Requirements for submitting situation reports are included in Chapter 4, Section V.

d. Funding.

(1) The responsible USACE element will fund the cleanup of USACE-caused discharges and releases.

(2) Oil and hazardous material spill response plans required on USACE operated and maintained projects will be funded from appropriate project funds.

(3) Preparedness planning activities in support of the NCP, including participation on the RRT, are funded under Class 110.

(4) USACE participation in discharge and release response and cleanup operations under the NCP is done on a reimbursable basis. Funding is the responsibility of the agency requesting USACE assistance.

(5) Activation/operation and related command and control activities in the EOC will be funded under Class 210.

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**CHAPTER 11  
CONTRACTING**

**11-1. General.** Refer to ER 500-1-1, Chapter 11, for pertinent policy.

**11-2. Contracting Philosophy and Commander's Intent for Emergency Work.** Almost all contract work funded by the Flood Control and Coastal Emergencies appropriation under Classes 210, 230, 310, 320, 330, 410, 420, and 510 is explicitly defined as "emergency work" by ER 500-1-1, paragraph 11-1.b. Thus, this definition invokes all aspects of the Federal Acquisition Regulation, as supplemented, dealing with matters of exigency, urgency, and immediacy. It is the stated intent of the USACE Commander that all contract work funded by FCCE Categories 200 through 500 take maximum advantage of all available contracting mechanisms to expedite completion of such work.

**11-3. Contracting Procedures and Execution.** The full spectrum of contracting methods and contract types is available for use during emergencies. Normal procurement procedures will be modified as necessary to minimize the delay of the urgent operations, and to meet local antecedent conditions, provided that the basic principles of the applicable laws and regulations are met.

FOR THE COMMANDER:

5 Appendices  
(See Table of Contents)



ROBERT CREAR  
Colonel, Corps of Engineers  
Chief of Staff

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## **Appendix A**

### **REFERENCES**

USACE policy on publications states that publications will be kept up to date via the USACE publications home page. The address for the USACE publications home page is [www.usace.army.mil/publications](http://www.usace.army.mil/publications).

#### **Section I**

##### **Related Public Laws**

###### **PL 77-228**

Section 5, Flood Control Act of August 18, 1941.

###### **PL 93-288**

Robert T. Stafford Disaster Relief and Emergency Assistance Act. (Note: FEMA no longer refers to the Stafford Act as "PL 93-288". The designation is provided as information only.)

###### **40 CFR Part 300**

National Oil and Hazardous Substances Pollution Contingency Plan.

#### **Section II**

##### **Required Regulations and Manuals**

###### **AR 25-400-2**

The Modern Army Record Keeping System (MARKS).

###### **AR 200-1**

Environmental Protection and Enhancement.

###### **AR 500-60**

Disaster Relief.

###### **AR 700-131**

Loan or Lease of Army Material

###### **Army Federal Acquisition Regulation Supplement Manual No. 2**

Contingency Contracting.

###### **ER 5-1-11**

USACE Business Process.

**ER 10-1-2**

US Army Corps of Engineers Division and District Offices.

**ER 11-1-320**

Civil Works Emergency Management Programs.

**ER 11-2-201**

Civil Works Activities - Funding, Work Allowances, & Reprogramming.

**ER 37-2-10**

Accounting and Reporting, Civil Works Activities.

**ER 200-2-2**

Procedures for Implementing NEPA.

**ER 200-2-3**

Environmental Compliance Policies.

**ER 500-1-28**

Response Planning Guide (Emergency Employment).

**ER 700-1-1**

USACE Supply Policies and Procedures.

**ER 750-1-1**

Materiel Maintenance Policies.

**ER 1105-2-100**

Planning Guidance Notebook.

**ER 1130-2-530**

Flood Control Operations and Maintenance Policies.

**ER 1140-1-211**

Support for Others: Reimbursable Work.

**ER 1165-2-26**

Implementation of Executive Order 11988 on Flood Plain Management.

**ER 1165-2-30**

Acceptance and Return of Required, Contributed, or Advanced Funds.

**ER 1165-2-119**

Modifications to Completed Projects.

**EFARS**

Engineer Federal Acquisition Regulations Supplement.

**EP 1165-2-1**

Policy Digest.

**EP 500-1-1**

Civil Emergency Management Program - Procedures.

**EM 385-1-1**

USACE Safety and Health Requirements Manual.

**EM 1110-2-301**

Guidelines for Landscape Planting at Flood walls, Levees, and Embankment Dams.

**Section III**

**Related Regulations, Manuals, and Documents**

**DOD Directive 3025.1**

Military Support to Civil Authorities.

**DOD Directive 5030.41**

Oil and Hazardous Substances Pollution Prevention and Contingency Program.

**DOD Manual 3025.1**

DOD Manual For Civil Emergencies.

**FM 100-19**

Domestic Support Operations.

**FM 100-23-1**

Multiservice Procedures For Humanitarian Assistance Operations.

**ER 360-1-1**

Public Affairs.

**ER 405-1-12**

Real Estate Handbook.

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**ER 690-1-321**

Staffing for Civilian Support to Emergency Operations.

**ER 1105-2-100**

Planning Guidance Notebook.

**ER 1110-2-1941**

Drought Contingency Plans.

APPENDIX B - INSPECTION GUIDE FOR FLOOD CONTROL WORKS

# INSPECTION GUIDE FOR FLOOD CONTROL WORKS

Name of Project: \_\_\_\_\_ Date \_\_\_\_\_

Public Sponsor: \_\_\_\_\_

**SUMMARY OF INSPECTION:**

THE PROJECT CONDITION AS A RESULT OF THIS (INITIAL)(CONTINUING) (*circle one*)  
ELIGIBILITY INSPECTION IS:

- ACCEPTABLE
- MINIMALLY ACCEPTABLE
- UNACCEPTABLE.

[NOTE: Refer to Page 10 of the Inspection Guide for Rating Codes for Individual Rated Items, and Project Condition Codes used in this inspection.]

CORPS OF ENGINEERS INSPECTORS:

\_\_\_\_\_  
\_\_\_\_\_

PUBLIC SPONSOR REPRESENTATIVES

\_\_\_\_\_

COMMENTS:

Check if additional comments are attached.

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Figure B-1. Inspection Guide for Flood Control Works

RATED ITEM	S	M	U	EVALUATION
<b>SECTION I</b>				<b><i>FCW ENGINEERING - FOR USE DURING INITIAL ELIGIBILITY INSPECTION OF NONFEDERAL PROJECTS</i></b>
1. <b>Level of Protection</b>				The designed section is for an exceedance frequency greater than 10% chance (10 yr.) with minimum freeboard of 2 feet/60 cm (urban levee) <i>or</i> the designed section is for an exceedance frequency between 20% to 10% chance (5-10 yr.) with minimum freeboard of 1 foot/30cm (agricultural levee).
2. <b>Erosion Control</b>				S Erosion protection in active areas is capable of handling the designed flow velocity for the level of protection for the entire FCW.
				M Erosion protection is capable of handling the designed flow velocity for the level of protection for 75% or more of the FCW.
				U Erosion protection measures protect less than 75% of the FCW; or if erosion protection was not present and there is evidence indicating a need for erosion protection.
3. <b>Embankment</b>				S Fill material for embankment is suitable to prevent slides and seepage for the existing side slopes. Fill material is uniform and adequately compacted through the entire FCW.
				M Material is adequate and suitable to prevent major slides and capable of handling localized seepage for the existing side slopes. Fill material is uniform and adequately compacted in 75% or more of the FCW.
				U Material is unsuitable and likely to cause numerous slides and allow excessive uncontrolled seepage. Fill material is not uniform, or there is no compaction and evidence indicates a need for compaction.
4. <b>Foundation</b>				S Foundation materials will not cause piping, sand boils, seepage, or settlements that reduce the level of protection.
				M Foundation materials may show signs of excessive seepage, minor sand boils, and localized settlements.
				U Foundation materials are unsuitable and likely to cause excessive uncontrolled seepage, sand boils, and/or piping.
5. <b>Structures</b>				S Structures are capable of performing their design functions and show no signs of failure.
				M Structures are performing their design functions but show signs of overtopping and bypassing flows.
				U Structures are not performing their design functions or show signs of structural failure.

RATED ITEM	S	M	U	EVALUATION	
<b>SECTION II</b>				<i><b>FCW MAINTENANCE - FOR USE DURING ALL INSPECTIONS</b></i>	
<b>6. Depressions</b>				S Minimal depressions or potholes; proper drainage.	
				M Some depressions that will not pond water.	
				U Depressions 15 cm (6") vertical or greater which endangers the integrity of the levee.	
<b>7. Erosion</b>				S No erosion observed.	
				M LEVEE: Erosion of levee crown or slopes that will not interrupt inspection or maintenance access. OTHER FCW: Erosion gullies less than 15 cm (6 inches) deep or deviation of 30 cm (1 foot) from designed grade or section.	
				U LEVEE: Erosion of levee crown or slopes that has interrupted inspection or maintenance access. OTHER FCW: Erosion gullies greater than 15 cm (6 inches) or deviation of 30 cm (1 foot) or more from designed grade or section.	
<b>8. Slope Stability</b>				S No slides present. Erosion of slopes less than 10 cm (4") deep.	
				M Minor superficial sliding that with deferred repair does not pose an immediate threat to FCW integrity. No displacement or bulges.	
				U Evidence of deep seated sliding (60 cm (2 ft.) vertical or greater) requiring repairs to re-establish FCW integrity.	
<b>9. Cracking</b>				S No cracks in transverse or longitudinal direction observed in the FCW.	
				M Longitudinal cracks are no longer than the levee height. No displacement and bulging. No transverse cracks.	
				U Longitudinal cracks are greater than levee height, with <i>or without</i> some bulging observed. Transverse cracks are evident	
<b>10. Animal Control</b>				S Continuous animal burrow control program that eliminates any active burrowing in a short period of time. Program includes filling in of existing burrows.	
				M Animal burrows present that will not result in seepage or slope stability problems.	
				U Animal burrows present that would result in possible seepage or slope stability problems.	

RATED ITEM	S	M	U	EVALUATION	
<b>SECTION II - Continued</b>				<i><b>FCW MAINTENANCE - FOR USE DURING ALL INSPECTIONS</b></i>	
<b>11. Unwanted Vegetation Growth</b>				S	A- No large brush or trees exist in the FCW. Grass cover well maintained. CHANNELS: Channel capacity for designed flows is not affected.
				M	Minimal tree (5 cm (2") diameter or smaller) and brush cover present that will not threaten FCW integrity. (NOTE: Trees that have been cut and removed from levees should have their roots excavated and the cavity filled and compacted with impervious material). CHANNELS: Channel capacity for designed flows is not adversely affected.
				U	Tree, weed, and brush cover exists in the FCW requiring removal to re-establish or ascertain FCW integrity. (NOTE: If significant growth on levees exists, prohibiting rating of other levee inspection items, then the inspection should be ended until this item is corrected.) CHANNEL: Channel obstructions have impaired the floodway capacity and hydraulic effectiveness.
<b>12. Encroachments</b>				S	No trash, debris, excavations, structures, or other obstructions present.
				M	Trash, debris, excavations, structures, or other obstructions present, or inappropriate activities occurring that will not inhibit operations and maintenance performance.
				U	Trash, debris, excavations, structures or other obstructions present, or inappropriate activities that would inhibit operations and maintenance performance.
<b>13. Riprap/ Revetments/ Banks</b>				S	Existing protection works are being properly maintained and are undamaged.
				M	No scouring activity that could undercut banks/riprap, erode embankments, or restrict desired channel flow.
				U	Meandering and/or scour activity that is undercutting banks, eroding embankments, or impairing channel flows by causing turbulence, meandering, or shoaling.
<b>14. Stability of Concrete Structures</b>				S	Any tilting, sliding, or settling of structures, if present, has been secured, preserving the integrity or performance.
				M	Uncorrected sliding or settlement of structures of a magnitude that does not affect performance.
				U	Tilting or settlement of structures that has resulted with a threat to the structure's integrity and performance.



RATED ITEM	S	M	U	EVALUATION
<b>SECTION II - Continued</b>				<b><i>FCW MAINTENANCE - FOR USE DURING ALL INSPECTIONS</i></b>
<b>15. Concrete Surfaces</b>				S Negligible spalling or scaling. No cracks present that are not controlled by reinforcing steel or that cause integrity deterioration or result in inadequate structure performance.
				M Spalling, scaling and cracking present but immediate integrity or performance of structure not threatened.
				U Surface deterioration or deep, controlled cracks present that result in an unreliable structure.
<b>16. Structural Foundations</b>				S No scouring or undermining near the structures.
				M Scouring near the footing of the structure but not close enough to affect structure stability during the next flood event.
				U Scouring or undermining at the foundation that has affected structure integrity.
<b>17. Culverts</b>				S [a] No breaks, holes, cracks in the culvert that would result in any significant water leakage. No surface distress that could result in permanent damage. [b] Negligible debris or silt blocking culvert section. No or minimal debris or sediment present which has negligible effect on operations of the culvert.
				M [a] Integrity not threatened by spalls, scales, or surface rusting. Cracks present but resulting leakage not affecting the structure. [b] Debris or sediment present, which is proposed to be removed prior to the next flood event, that minimally affects the operations of the culvert.
				U [a] Culvert has deterioration such as surface distress and/or has significant leakage in quantity or degree to threaten integrity. [b] Accumulated debris or settlement which has not been annually removed and severely affects the operations of the culvert.
<b>18. Gates</b>				S Gates open easily and close to a tight seal. Materials do not have permanent corrosion damage and appear to have historically been maintained adequately.
				M Gates operate but leak when closed; however, leakage quantity is not a threat to performance. All appurtenances of the facility are in working condition.
				U Gates leak significantly when closed or do not operate. Gates and appurtenances have damages that threaten integrity and/or appear not to have been maintained adequately.
<b>19. Closure Structures</b>				S Closure structure in good repair. Placing equipment readily available at all times.
				U Closure structure in poor condition. Parts missing. Placing equipment may not be available within normal warning time.

RATED ITEM	S	M	U	EVALUATION
<b>SECTION II - Continued</b>				<b><i>FCW MAINTENANCE - FOR USE DURING ALL INSPECTIONS</i></b>
<b>20. Motors</b>				S All motors, if present, are operational. Preventive maintenance is occurring and system is performance tested periodically.
				M All motors are operational and minor discrepancies are such that motors could be expected to perform through the next projected period of usage.
				U Motors are not operational, or noted discrepancies have not been corrected.
<b>21. Power</b>				S Adequate, reliable, and enough capacity to meet demands.
				U Power source not considered reliable to sustain operations during flood condition.
<b>22. Metallic items</b>				S All metal parts in a plant/building protected from permanent damage from corrosion. Gates operable.
				M Corrosion on metal parts appears maintainable. Gates operable.
				U Metal parts need replacement, may fail, or will not function.
<p><b>REMARKS FOR SECTIONS I AND II.</b></p>				
				<b>PAGE 6 OF 10</b>

RATED ITEM	S	M	U	EVALUATION
<b>SECTION III</b>				<b><i>FOR USE DURING ALL INITIAL and CONTINUING ELIGIBILITY INSPECTIONS</i></b>
23. Pump Station Size				Pump station has adequate capacity (considering pumping capacity, ponding areas, etc.) to handle expected inflow volumes.
<b>SECTION IV</b>				<b><i>FOR USE DURING ALL INITIAL and CONTINUING ELIGIBILITY INSPECTIONS</i></b>
24. Operations and Maintenance Manual				Operations and Maintenance (O&M) Manual is present and adequately covers all pertinent areas. All necessary updates to the Manual have been done.
25. Operating Log				Pump Station Operating Log is present and being used. Operators are trained on proper usage.
26. Annual Inspection				Annual inspection is being performed by the public sponsor.
27. Plant Building			S	Plant building is in good structural condition. No apparent major cracks in concrete, no subsidence, roof is not leaking, etc. Intake louvers clean, clear of debris. Exhaust fans operational and maintained. Safe working environment.
			M	Spalling and cracking are present, or minimal subsidence is evident, or the roof leaks, or other conditions are present that need repair but do not threaten the structural integrity or stability of the building.
			U	Any condition that does not meet Minimally Acceptable standard.
28. Pumps			S	All pumps are operational. Preventive maintenance and lubrication are being performed. System is periodically subjected to performance testing. No evidence of unusual sounds, cavitation, or vibration.
			M	All pumps are operational and deficiencies/minor discrepancies are such that pumps could be expected to perform through the next expected period of usage.
			U	One or more primary pumps are not operational, or noted discrepancies have not been corrected.
29. Motors, Engines, and Gear Reducers			S	All items are operational. Preventive maintenance and lubrication being performed. System is periodically subjected to performance testing. Instrumentation, alarms, and auto shutdowns are operational.
			M	All systems are operational and deficiencies/minor discrepancies are such that pumps could be expected to perform through the next expected period of usage.
			U	One or more primary motors are not operational, or noted deficiencies/discrepancies have not been corrected.

RATED ITEM	S	M	U	EVALUATION	
<b>SECTION IV Continued</b>				<b><i>FOR USE DURING ALL PUMP STATION INSPECTIONS</i></b>	
30. Trash Rakes				S	Drive chain, bearings, gear reducers, and other components are in good operating condition and properly maintained.
				M	Drive chain, bearings, gear reducers, and other components are capable of performing as designed through the next flood event.
				U	Proper operation would be inhibited during the next flood event.
31. Other Metallic Items				S	All metal parts in plant/building are protected from permanent damage by corrosion. Equipment anchors show no rust or deterioration.
				M	Corrosion on metallic parts (except equipment anchors) appears maintainable.
				U	Any condition that does not meet at least Minimum Acceptable standards.
32. Insulation Megger Testing				S	Results of megger test show that insulation meets manufacturer's or industry standard. Test not more than 24 months old.
				M	Results of megger test show that insulation resistance is lower than manufacturer's or industry standard, but can be corrected with proper application of heat.
				U	Insulation resistance is low enough to cause the equipment to not be able to meet its design standard of operation.
33. Power				S	Adequate, reliable, and enough capacity to meet demands. Backup generators are on hand and deemed reliable, or feasible plan exists to obtain backup power. Backup units are properly sized, operational, periodically exercised, and properly maintained.
				U	Power source not considered reliable to sustain operations during flood condition.
34. Pump Control System				S	Operational and maintained free of damage, corrosion, or other debris.
				M	Operational with minor discrepancies. Will function adequately in the next flood event.
				U	Not operational; uncorrected discrepancies noted from previous inspections; capability to adequately function in the next flood event is suspect.
35. Sumps				S	Clear of debris and obstructions. Mechanisms are in place to maintain this condition during operations.
				M	Clear of large debris, minor obstructions present. Mechanisms are in place to deter any further accumulation during operation. Sump will function as intended.
				U	Large debris or major obstructions present, or no mechanism exists to prevent debris accumulation during operation.

RATED ITEM	S	M	U	EVALUATION
<b>SECTION IV - Continued</b>				<b><i>FOR USE DURING ALL PUMP STATION INSPECTIONS</i></b>
36. Intake/Discharge Gates.				Functional. Electric operators maintained. (S or U only.)
37. Cranes				Operational. Inspected and load tested in accordance with OSHA requirements. (S or U only.)
38. Telephone Communications				Telephone communication is available in the pump station. Alternatively, two-way radio, cellular telephone, or similar device is available, or, access to a telephone is within a reasonable driving distance. (S or U only.)
39. Safety				No exhaust leaks in building. Fuel storage/distribution meets state/local requirement. Fire extinguishers on hand, of sufficient quantity, and properly charged. Safety hardware installed. Required safety items (e.g., aural protectors) used. (S or U only.)
<b>Remarks for Pump Station - Sections III and IV of Inspection Guide.</b>				
				<b>PAGE 9 OF 10</b>

### Instructions and Information for the Inspection Guide

**RATINGS:** The following terms and definitions are used in the conduct of this inspection for rating items and components of this project:

**S - Satisfactory:** The rated item is in satisfactory condition, and will function as designed and intended during the next flood event.

**M - Marginally Satisfactory:** The rated item has a minor deficiency that needs to be corrected. The minor deficiency will not seriously impair the functioning of the item during the next flood event. The overall reliability of the project will be lowered because of the minor deficiency.

**U - Unsatisfactory:** The rated item is unsatisfactory. The deficiency is so serious that the item will not adequately function in the next flood event, compromising the project's ability to provide reliable flood protection.

**DETERMINATION OF PROJECT CONDITION CODE:** The lowest single rating given for a rated item will determine the overall condition of the project. If all rated items are rated as Satisfactory, the project condition will be Acceptable. If one or more rated items are evaluated as Marginally Satisfactory, with no rated items evaluated as Unsatisfactory, then the project condition will be Minimally Acceptable. One or more rated items with a rating of Unsatisfactory will result in a project condition of Unacceptable.

**STATUS:** Acceptable and Minimally Acceptable projects are in Active status. Unacceptable projects are in Inactive status. Projects in Inactive status are not eligible for consideration for Rehabilitation Assistance from the US Army Corps of Engineers in the event of damage from a flood or coastal storm.

#### GENERAL INSTRUCTIONS.

1. Section I will be used on all IEI's.
2. Section II will be used on all CEI's.
3. All rated items in Sections I and II must have a rating given.
4. Additional areas for inspection will be incorporated by the inspector into this guide if the layout or physical characteristics of the project warrant this. Appropriate entries will be made in the REMARKS block.

#### FOR PROJECTS WITH PUMP STATIONS:

5. Section III and IV will be used on all IEI's and CEI's for projects with pump stations. A pump station must have the primary purpose of flood control, not interior drainage. The district will determine, based on appropriate study, if adequate capacity exists. Lack of adequate capacity mandates a rating of Unsatisfactory and a condition of Unacceptable.
6. The lowest rating for a rated item on either the levee inspection (Sections I and II) or the pump station (Sections III and IV) determines the overall project condition.
7. A non-Federal pump station located behind a Federal levee will be treated as a separate FCW, will not be incorporated into the Federal levee project, and will be inspected as a separate entity. The lowest rated item on the pump station inspection determines the project condition code for the pump station. This is independent of the Federal project inspection.
8. Additional areas for inspection will be incorporated by the inspector into this guide if the layout or physical characteristics of the pump station warrant this. Appropriate entries will be made in the REMARKS block.

**APPENDIX C**  
**COOPERATION AGREEMENTS, REHABILITATION OF FEDERAL AND**  
**NON-FEDERAL FLOOD CONTROL WORKS**

**C-1. Purpose.** This Appendix provides the format for Cooperation Agreements for rehabilitation of non-Federal flood control works (Figure C-1.), rehabilitation of Federal flood control works (Figure C-2.), and rehabilitation of HSPP's (Figure C-3.)

**C-2. Reference.** Refer to Chapter 5, Section III, for information on Rehabilitation Assistance and use of these cooperation agreements.

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30 Sep 01

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**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_

**for**

**REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean [DESCRIBE THE WORK TO BE UNDERTAKEN PURSUANT TO THIS AGREEMENT IN SUFFICIENT DETAIL AS IS NECESSARY TO AVOID ANY CONFUSION OVER WHAT WORK IS OR IS NOT INCLUDED], as generally described in a report entitled \_\_\_\_\_ [SPECIFY THE REPORT] prepared by the District Engineer, U.S. Army Engineer District \_\_\_\_\_, dated \_\_\_\_\_, and approved by the Division Engineer on \_\_\_\_\_.

**FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works**

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

#### **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

#### **FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$\_\_\_\_\_ and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$\_\_\_\_\_. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$\_\_\_\_\_. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction.

**FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED \_\_\_\_\_" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$ \_\_\_\_\_ for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor

### **FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

#### **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

### **FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Spons or shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

**ARTICLE XIII - NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Government:

District Engineer

\_\_\_\_\_  
\_\_\_\_\_

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_

[SIGNATURE]

[TYPED NAME]

[TITLE IN FULL]

DATE: \_\_\_\_\_

THE [NAME OF PUBLIC SPONSOR]

BY: \_\_\_\_\_

[SIGNATURE]

[TYPED NAME]

[TITLE IN FULL]

DATE: \_\_\_\_\_

**FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Continued)**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
[SIGNATURE OF CA SIGNATORY]  
[TYPED NAME]  
[TYPED TITLE]

**FIGURE C-1. Cooperation Agreement for Rehabilitation of Non-Federal Flood Control Works (Concluded)**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_

**for  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the project) authorized by \_\_\_\_\_ [LEGAL AUTHORIZATION FOR CONSTRUCTION] and governed by the (*Project Cooperation Agreement*) (*Cooperation and Participation Agreement*) (*Agreement of Local Assurances*) (*other*) dated \_\_\_\_\_ and entitled \_\_\_\_\_, and which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean [DESCRIBE THE WORK TO BE UNDERTAKEN PURSUANT TO THIS AGREEMENT IN SUFFICIENT DETAIL AS IS NECESSARY TO AVOID ANY CONFUSION OVER WHAT WORK IS OR IS NOT INCLUDED], as generally described in the [SPECIFY APPROVED REPORT] dated \_\_\_\_ and approved by the Division Engineer on \_\_\_\_\_.

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works**

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

#### **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (*and using funds provided by the Public Sponsor*) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$\_\_\_\_\_ towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$\_\_\_\_\_ and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$\_\_\_\_\_. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$\_\_\_\_\_. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction.

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED \_\_\_\_\_" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$ \_\_\_\_\_ for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

#### **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

**ARTICLE XIII - NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Government:

District Engineer

\_\_\_\_\_  
\_\_\_\_\_

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]  
DATE: \_\_\_\_\_

THE [NAME OF PUBLIC SPONSOR]

BY: \_\_\_\_\_

[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]  
DATE: \_\_\_\_\_

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Continued)**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
[SIGNATURE OF CA SIGNATORY]  
[TYPED NAME]  
[TYPED TITLE]

**Figure C-2. Cooperation Agreement for Rehabilitation of Federal Flood Control Works (Concluded)**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

**for  
REHABILITATION OF A FEDERAL HURRICANE/SHORE PROTECTION PROJECT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a Hurricane/Shore Protection Project (hereinafter referred to as the HSPP), authorized by \_\_\_\_\_ [SPECIFY LEGAL AUTHORIZATION] and governed by the (*Project Cooperation Agreement*) (*Cooperation and Participation Agreement*) (*Agreement of Local Assurances*) (*other*) dated \_\_\_\_\_ and entitled \_\_\_\_\_ which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair and restoration of any federally authorized hurricane or shore protective structure damaged or destroyed by wind, wave, or water action of other than an ordinary nature;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore the HSPP which was damaged by wind, wave, or water action of an other than an ordinary nature, in accordance with 33 U.S.C. 701n, and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean [DESCRIBE THE WORK TO BE UNDERTAKEN PURSUANT TO THIS AGREEMENT IN SUFFICIENT DETAIL AS IS NECESSARY TO AVOID ANY

**FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance**

CONFUSION OVER WHAT WORK IS OR IS NOT INCLUDED], as generally described in a report entitled \_\_\_\_\_ [SPECIFY THE REPORT] prepared by the District Engineer, U.S. Army Engineer District \_\_\_\_\_, dated \_\_\_\_\_ and approved by the Division Engineer on \_\_\_\_\_;

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government directly related to construction of the Rehabilitation Effort. Such term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor-preferred alternatives; periodic nourishment under the project authorization; or the costs of lands, easements, rights-of-way, borrow, or relocations.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

#### **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using funds provided by the Public Sponsor, shall expeditiously construct the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on all solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the HSPP.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \_\_\_\_\_ percent of Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of Rehabilitation Effort costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

**FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance  
(Continued)**

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, the HSPP, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program and the *(Project Cooperation Agreement) (Cooperation and Participation Agreement) (Agreement of Local Assurances) (other)* cited above.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Project and the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Project and the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$\_\_\_\_\_ and the Public Sponsor's share (cash and services in kind) of Rehabilitation Effort costs is currently estimated to be \$\_\_\_\_\_. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$\_\_\_\_\_. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

## **FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance (Continued)**

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED \_\_\_\_\_" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of total Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total project costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$ \_\_\_\_\_ for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

### **FIGURE C-3. Cooperation Agreement for HSPR Rehabilitation Assistance (Continued)**

**ARTICLE VI - OPERATION AND MAINTENANCE**

A. The Public Sponsor maintains responsibility for operating and maintaining the HSPP at all times. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto and other applicable authorities.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

**ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

**ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

**ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

**ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or

**FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance  
(Continued)**

violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and the HSPP. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

#### **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the HSPP or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

### **FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance (Continued)**

In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the HSPP (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the HSPP in a manner that will not cause liability to arise under CERCLA.

### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Government:

District Engineer

\_\_\_\_\_  
\_\_\_\_\_

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_

[SIGNATURE]

[TYPED NAME]

[TITLE IN FULL]

DATE: \_\_\_\_\_

THE [NAME OF PUBLIC SPONSOR]

BY: \_\_\_\_\_

[SIGNATURE]

[TYPED NAME]

[TITLE IN FULL]

DATE: \_\_\_\_\_

**FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance  
(Continued)**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
[SIGNATURE OF CA SIGNATORY]  
[TYPED NAME]  
[TYPED TITLE]

**FIGURE C-3. Cooperation Agreement for HSPP Rehabilitation Assistance  
(Concluded)**



## **APPENDIX D ECONOMIC ANALYSIS**

**D-1. Economic Justification Determination.** The economic analysis for every type of FCCE-funded emergency assistance will be conducted in accordance with ER 1105-2-100, Appendices D and E. Some of the key points of these principles are discussed as follows:

a. **Sunk Costs.** Costs for all previous work on the project, including previous PL 84-99 rehabilitation, are sunk costs and will not be used in the economic justification.

b. **Discount Rate.** Economic justification analysis will use the current Federal discount rate for water resources evaluation.

c. **Level of Detail.** The benefits of project rehabilitation are determined by comparison of the with and without project conditions. The economic analysis will be prepared in level of detail commensurate with the complexity of the project. Also in the analysis, the greater the effect a particular benefit item has on project justification, the greater the level of detail of its evaluation. It is not intended that the analyses for rehabilitation projects be exhaustive, but should provide sufficient data to document the steps used in formulating the proposed plan of rehabilitation.

d. **Period of Analysis.** The same period of time over which all project costs and benefits are analyzed is used for all alternatives. The period of analysis for rehabilitation work should not exceed the remaining physical life of the entire project. Any exception to the above will require justification in the PIR.

(1) **Federal Projects.** The economic life of federally constructed projects shall be the shortest time period determined by the following criteria:

(a) Fifty years.

(b) The degree of protection afforded by the project.

(c) The anticipated remaining life of the project assuming ordinary maintenance without major component rehabilitation (e.g. pumping plants, earth fill levees, riprap protection, etc.)

(2) **Non-Federal Agricultural Projects.** Ten years, or the degree of protection provided, whichever is less.

(3) **Non-Federal Urban Projects.** Use same criteria as for Federal projects, d.(1) above.

e. Price Level. All costs and benefits used in a feasibility analysis must be expressed in the same price level. Data initially based on different price levels must be converted to the selected project analysis price level using an appropriately documented price index for the items in question. Many indices are available, such as Construction cost index, Engineering News Record Construction cost index, etc.

f. Specific Data. The following specific methodology applies NED Benefit/Cost Analysis to the PL 84-99 rehabilitation program. The result of each step will be presented in the report.

(1) Determine the area protected by the project being rehabilitated.

(2) Inventory land use, crops, and structures existing in the project area. The inventory may be done by census or, if that is not feasible or cost effective, by statistically appropriate sampling. This inventory is the basis for future damages and damages avoided. Historical and inspection report data may provide valuable assistance in determining nonrecurring damages (see paragraph f(4) and Figure D-1 below).

(3) Determine and display property damaged from historical floods. Historical data and public records are valuable tools in establishing parameters used in determining project rehabilitation. Data may also be obtained from various sources including newspapers and city, state, and Federal offices. See various samples in Figure D-2.

(4) Estimate the average annual damages for conditions without Federal rehabilitation, using the standard stage-damage-frequency integration techniques. Estimate the average annual damages with the proposed rehabilitation using the same techniques. All flood-related property damage may be used in the present flood event. However, if property is completely destroyed during the present flood event and will not be replaced in kind, damage will be considered to be non-recurring and not included in average annual damage calculations. The analysis and description of the "without project" condition should address the benefits associated with the remaining level of protection.

(5) Determine land use with the project. If different from that without the project, then compute any increases in net income attributable to the project; e.g., where the project permits farming of land not farmed in the without condition (be sure to deduct any induced flood losses from average annual benefits).

(6) Determine project capital and maintenance costs by standard techniques and analyze. Present average annual costs and benefits as shown in Figure D-3.

g. Checks. The following checks will always be applied to ensure economic viability and the results thereof displayed in the format shown in paragraph titled "Presentation" below.

(1) Check to see if the first cost of protection (or of the repairs) exceeds the value of property protected. The cost of protection should not exceed the value of the property to be protected. The value of property to be protected will be determined by use of real estate appraisals, comparable sales, tax records, etc., and will be presented by type of property as shown in Figure D-3.

(2) The value of cropland will be separately presented by each crop. Annual benefits per acre should bear a reasonable relationship to the value of cropland. Benefits per acre in excess of 5% of the market value should be carefully reviewed to ensure against over estimation. The effect of crop rotation will also be considered.

(3) The average annual benefits for cropland should not exceed the net income of such land. Net income is defined as the market value of producers' outputs less the market value of the producers' input, exclusive of the cost of the intermediate goods or services. The following sources of information are acceptable: Farm budget data or reports prepared and made available to the public by other local, state and Federal agencies dealing with farm income information. All significant deviation from farm production data furnished by the U.S.D.A and/or Bureau of Reclamation must be explained in detail.

h. Other. Identify the number of project beneficiaries (e.g., number of farms, number of residences receiving flood protection); identify the magnitude of benefits received by any single beneficiary if these benefits exceed 25 percent of total benefits.

i. Presentation. The example in Figure D-3 illustrates the "check" requirements for agriculture-type damages. This information will be included in the appropriate paragraph and/or appendix of the Project Information Report.

<u>August 1977 flood</u>		
Residential	Damage	Value
House and contents	\$ 44,200	\$ 90,200
Outbuilding and contents	14,900	40,700
Irrigation well*	21,500	21,500
Metal silo*	39,720	39,720
Grain bin*	<u>9,900</u>	<u>9,900</u>
TOTAL	\$130,220	\$202,020
<u>June 1983 flood</u>		
Residential	Damage	Value
House and contents	\$ 59,200	\$124,500
Outbuilding and contents	<u>25,100</u>	<u>60,500</u>
TOTAL	\$ 84,300	\$185,000

\*Property which is destroyed and will not or has not been repaired after reviewing historical damages will not be used in calculating average annual damages.

**FIGURE D-1. Land Use of Area Protected**

<u>May 1935 - 25,230 CFS</u>	
Residential damage	\$ 75,918
Agriculture damage	42,729
Other damage (commercial/industrial)	<u>34,700</u>
TOTAL DAMAGE	\$153,347
<u>August 1977 - 15,700 CFS</u>	
Residential damage	\$129,800
Agriculture damage	120,210
Other damage (commercial/industrial)	<u>66,400</u>
TOTAL DAMAGE	\$316,410
<u>June 1983 - 27,500 CFS</u>	
Residential damage	\$ 84,300
Agriculture damage	271,000
Other damage (commercial/industrial)	<u>121,900</u>
TOTAL DAMAGE	\$477,200

**FIGURE D-2. Damages from Historical Floods**

Tchula Creek levee in Tchula County provides protection to 1,000 acres from a five-year flood event. The land use within the protected area is 40 percent improved pasture, 40 percent woodland, and 20 percent soybeans. The area contains four residential properties with estimated average structural value of \$7,500 and content values estimated at \$2,500 each, or estimated value of \$10,000 per property. The analysis is based on present price levels and current discount rate. Annual benefits for the rehabilitation work are listed below:

I. Average Annual Damages Prevented:

Agricultural Crops	\$ 6,400	
Soybeans (200 acres)		5,200
Pasture (400 acres)		1,200
Residential Structures	<u>400</u>	
Total Average Annual Benefits	\$ 6,800	

II. First Cost \$ 24,000

III. Annual Cost

Interest and Amortization at 6-3/8% (5-year economic life)	\$ 5,700
Operation & Maintenance (verify cost)	<u>300</u>
Total Average Annual Cost	\$ 6,000

IV. The following checks were performed:

1. Total value of property protected

Residential (4 at \$10,000)	\$ 40,000
Pasture (400 ac at \$600/ac)	240,000
Soybeans (200 ac at \$1,500/ac)	<u>300,000</u>
Total	\$580,000

2. Value of Cropland

<u>Crops</u>	<u>Value</u>	<u>x 5%</u>	
Soybeans	\$1,500	\$75	\$5,200/200= \$26 (less than 75)
Pasture	\$600	\$30	\$1,200/400= \$3 (less than 30)

3. Net Farm Income

	Net Farm Income/Acre (from Tchula County)	
	<u>Crop Farm Budget Sheets</u>	<u>Benefits/Acre</u>
Soybeans	\$95	\$26 (less than \$95)
Pasture	\$6	\$3 (less than \$6)

4. Distribution of project benefits: Three out of the four residences each obtain 30 percent of the total benefits while the fourth residence obtains the remaining 10 percent.

**FIGURE D-3. Check Requirements for Agricultural-type Damages**

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## **APPENDIX E REGIONAL VARIANCES TO LEVEE VEGETATION STANDARDS**

**E-1. Background, Authority, Applicability.** Refer to ER 500-1-1, paragraph 5-22.

**E-2. Summary.** In general, the policy set forth in ER 500-1-1, paragraph 5-22 allows a public sponsor of a flood control levee to seek a variance from standing Corps policy so as to allow additional vegetation to grow on levees, when such vegetation would preserve, protect, and/or enhance natural resources, and/or protect rights of Native Americans, while maintaining the safety, structural integrity, and functionality of the levee, retaining accessibility for inspection and flood fighting purposes, and not allowing the level of protection to fall below the minimum permissible for PL 84-99 acceptability, or for levee certification under the National Flood Insurance Program.

**E-3. Regional Variance Agreements.**

a. No Blanket Regional Variances. Blanket regional variances to levee vegetation standards are not permitted and will not be issued.

b. Regional Variance Agreements. The use of Regional Variance Agreements (RVA) is encouraged. An RVA is a memorandum of agreement to which the Corps, and appropriate tribal, state, and local entities, are signatories. RVA's are intended to simplify the regional variance process and be a cost-saving measure for both the Corps and other RVA signatories, and for public sponsors whose Active projects fall under the areal jurisdiction of an RVA. The format for an RVA is at Figure D-1.

(1) RVA Signature Authority - Corps. Refer to ER 500-1-1, paragraph 5-22.e.

(2) RVA Signature Authority - Tribal, State and Local Agencies. Division/district commanders will determine (or acknowledge) the appropriate level of tribal, state, and local signatories, dependent upon the RVA area coverage and other appropriate factors. A signatory from the responsible state or local emergency management agency (or equivalent) is required on all RVA's not signed by the responsible chief executive (e.g., state governor, county executive, city mayor) of the highest non-Federal non-tribal political echelon involved.

(3) Geographical Limitation of RVA's. A single RVA will, as a minimum, cover a county, parish, or independent city, or a watershed area as defined by the United States Geological Survey. RVA's may not cross Corps division boundaries.

(4) Developing RVA's. Corps, tribal, State, and local involvement in the development of RVA's is essential, as is inclusion of all pertinent fields of expertise. Certain features and conditions may merit specific consideration in the RVA development.

(a) Levee Materials and Construction Standards. Levees are constructed of different materials, and to different compaction standards. Levees constructed of silty sand or other permeable material must generally be larger, with flatter slopes, so as to avoid piping problems. For such levees, vegetation would be more limited in species, size, and density, than on levees of similar configuration constructed of less permeable material.

(b) Hydrologic and Hydraulic Conditions. Water volume, velocity, depth, bank slope, bend curvature, level of protection provided by the levee, and flood history determine flood conditions, and help in the establishment of suitable and unsuitable species and vegetation density.

(c) Risk. Consideration must be given to the potential impacts of a catastrophic failure of a levee. For example, a straight levee section adjacent to agricultural land or park land may be more amenable to allowing more vegetation than a levee on the outside of a bend in the river, or a straight reach of levee that is immediately upstream of a hospital or water treatment plant.

(5) Processing Signed RVA's. A copy of each signed RVA will be provided to each signatory, and other offices/agencies as necessary. A copy of each signed RVA will be provided to HQUSACE, ATTN: CECW-OE, upon signature.

**E-4. Request for Regional Variance - No RVA Applicable.** A public sponsor must request a Regional Variation in writing.

(1) The request must contain the substantive information, requirements, and conditions addressed in paragraph D-3 above and/or contained in the RVA format at Figure D-1.

(2) The request must contain a written acknowledgement from the state, county, or equivalent level emergency management agency.

(3) The request must include a map of an appropriate scale indicating the location of the levee, the location of critical public facilities and bridges, and the location of hazardous materials.

**E-5. Request for Regional Variance - Applicable RVA Exists.** A public sponsor must request a Regional Variation in writing, citing the applicable RVA.

(1) The request must reference applicable sections of the RVA.



(2) The request must identify critical areas (e.g., locations of public facilities, bridges, etc.) and locations of hazardous materials. The request will be similar to a request for a variance when no RVA exists, except that those areas addressed by the applicable RVA will merely be referenced, and no acknowledgement from the state or local emergency management agency is needed.

**E-6. District Approval.**

(1) RVA Signature Authority - Corps. Refer to ER 500-1-1, paragraph 5-22.e.

(2) Approved Regional Variances will be provided to the public sponsor.

(3) The FCW Database will be updated to reflect that a Regional Variance has been granted.

(4) The District will take appropriate action to incorporate the allowances of the Regional Variation into the procedures for conducting Continuing Eligibility Inspections and flood fighting activities for the levee.

**E-7. Funding.** Extraordinary funding for RVA activities may be requested under FCCE Class 350.

**REGIONAL VARIANCE AGREEMENT**  
**Addressing the Levee Vegetation Standards for**  
**(enter appropriate geographical or political region)**

**I. Purpose.** The purpose of this Regional Variance Agreement is to allow for regional variances to standard US Army Corps of Engineers policies regarding the types and amount of vegetation permitted on levees, when such variances allow for the continuance of flood damage reduction benefits of levees while preserving, protecting, and enhancing natural resources, and/or protecting the rights of Native Americans pursuant to treaty and statute.

**II. Authority.** This Agreement is made pursuant to the authority of Public Law 99, 84th Congress (PL 84-99), (33 U.S.C. 701n) (69 Stat. 186), as regulated by Title 33, Code of Federal Regulations, Sections 203 and 208.10, and as implemented by Engineer Regulation (ER) 500-1-1 and ER 1130-2-530.

**III. Applicability.** This Regional Variance Agreement is applicable to (enter the precise political entity, watershed entity(ies), or other description of the geographical region to which this agreement applies), and to public sponsors of all levees with an Active status (in accordance with ER 500-1-1) which are located in the region or area just described. Certain provisions of Paragraph VI. below may be limited in the geographical area to which they are applicable.

**IV. References.** *(Include any references that are applicable. This could include state law, county ordinances, Federal or state court documents, technical manuals, etc. References may be incorporated into the Regional Variation Agreement.)*

**V. Actions During Emergencies.**

A. Definition of Emergency. For the purposes of application of this Agreement, the term "emergency" is defined as any situation in which a levee is threatening to either fail or overtop.

B. Conduct of Flood Fight Activities. During an emergency, any responsible party engaged in flood fight activities, to specifically include the US Army Corps of Engineers, the *(list states, cities, or counties as necessary)*, and the public sponsors

**Figure E-1. Format for Regional Variance Agreement**

of levees, may take whatever actions are necessary to preserve the structural integrity of any levees addressed by this Agreement. Actions necessary to preserve the structural integrity of a levee specifically include remove of any and all vegetation on or within 50 feet of a levee.

## **VI. General Riparian Vegetation Management Guidelines.**

A. Vegetation Allowed Without Restriction. The plants species (*listed below*) or (*listed at Attachment 1*) are generally recognized as not being detrimental to levee stability, and are permitted without restriction on levees, except as addressed in Paragraph VII of this Agreement.

B. Allowable Vegetation, Limited in Size or Density. The plants species (*listed below*) or (*listed at Attachment 2*) are generally recognized as not being detrimental to levee stability when moderate quantities of the species are present, and are permitted on levees (except as addressed in Paragraph VII of this Agreement) under the following guidelines:

(1) Basic Levee Sections. *Specify limitations, e.g., "Non-herbaceous vegetation with a mainstem diameter greater than 5 inches measured at the ground will be removed. Non-herbaceous vegetation with a mainstem diameter less than 5 inches measured at the ground will be selectively removed so that the horizontal distance between such vegetation will generally be at least 25 feet apart.* [Note: Limitations may be portrayed in a tabular format for ease and clarity. Limitations may be further limited to specified levee slopes, e.g., slopes greater than 3H:1V, or to critical reaches, e.g., adjacent to a public facility or a highway bridge.]

(2) Overbuilt Levee Sections. *Address allowances and limitations in a manner similar to subparagraph (1) above.*

(3) *Other.*

C. Vegetation Not Permitted. The plant species and noxious weeds (*listed below*) or (*listed at Attachment 3*) and other non-native species are generally recognized as being detrimental to levee stability, and will be removed/controlled.

D. Use of Herbicides. *Address the uses and limitations on the uses of herbicides.*

**Figure E-1. Format for Regional Variance Agreement (Continued)**

**VII. Limitations.**

A. Crowns and Crown Roads. Levee crown roads (also known as patrol roads), the entire levee crown, and the riverward and landward slopes of the levee within two feet of the crown are permitted to have only grass or sod. The grass or sod will be kept mowed, so that the height does not exceed 6 inches.

B. Areas of Concrete Revetments. All vegetation will be removed from within concrete revetted areas. All non-herbaceous vegetation that is within 3 feet of a concrete revetted area will be removed. All woody vegetation that threatens the structural integrity of a concrete revetment will be removed. *Mechanical and/or spraying may be used for control of vegetation.*

C. Areas of Emplaced Riprap. *Specifically address allowances and limitations on vegetation in riprapped areas.*

D. Detrimental Affects. Any vegetation that can be reasonably foreseen to detrimentally affect any inspection, patrolling operation, or flood fight operation, in either daytime or nighttime conditions, is not permitted.

E. *Other.*

**VIII. Rehabilitation of Damaged Levees.** In the event that a levee covered by this Agreement receives Rehabilitation Assistance in accordance with ER 500-1-1, the Corps generally prefers to allow levees to naturally revegetate. In the event that natural revegetation will not provide reasonable and timely sod growth to the rehabilitated sections of the levee, the following will govern replacement/reestablishment of vegetation on the rehabilitated levee slopes:

A. Habitat for Fauna Endangered Species. Vegetation listed in (*Paragraph VI.A. and B.*) or (*Attachment 1 and 2*) that is considered habitat for endangered fauna species present on or around the levee may be used to reestablish the vegetation if reasonable and prudent to do so.

B. Select Native Plantings, or Other Acceptable Vegetation. Select native plantings, or other acceptable vegetation listed in (*Paragraph VI.A. and B.*) or (*Attachment 1 and 2*) may be used to reestablish the vegetation if reasonable and prudent to do so.

**Figure E-1. Format for Regional Variance Agreement (Continued)**

**IX. Obligations of the Signatories of the Agreement.**

A. Signatories shall hold and save the Government (the US Army Corps of Engineers) free from all damages arising from the any condition, situation, or event that may arise that is pursuant to or related to the implementation of this Agreement.

B. The public sponsors of levees active in the Rehabilitation and Inspection Program that receive a Regional Variance based on this Agreement agree to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

**X. Notices.**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, to the address.

B. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in paragraph C. below.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY  
BY: \_\_\_\_\_  
[SIGNATURE]  
[TYPED NAME]  
DISTRICT ENGINEER  
[\_\_\_\_\_ DISTRICT]  
DATE: \_\_\_\_\_

THE [NAME OF ENTITY]  
BY: \_\_\_\_\_  
[SIGNATURE]  
[TYPED NAME]  
[TITLE IN FULL]  
DATE: \_\_\_\_\_

*Other signature blocks will be added as necessary.*

**Figure E-1. Format for Regional Variance Agreement (Concluded)**

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## Glossary of Acronyms and Terms

### Section I. Acronyms.

**AAR** - After Action Report  
**ACOM** - Atlantic Command. (Obsolete term. See USJFCOM.)  
**AFARS** - Army FAR Supplement  
**AR** - Army Regulation  
**ASA(CW)** - Assistant Secretary of the Army for Civil Works  
**BCR** - Benefit Cost Ratio  
**BPP** - Bank Protection Project  
**C&P** - Cooperation and Participation Agreement. Obsolete term, see CA.  
**CA** - Cooperation Agreement  
**CAT** - Crisis Action Team  
**CEAP** - Corps of Engineers Automation Plan  
**CECW-OE** - The HQUSACE Civil Emergency Management Branch  
**CEI** - Continuing Eligibility Inspection  
**CEQ** - Council on Environmental Quality  
**CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act  
**CFR** - Code of Federal Regulations  
**CFS** - Cubic feet per second.  
**CG** - Commanding General  
**CONUS** - Continental United States (i.e., the contiguous 48 states)  
**CONUSA** - Continental United States Army  
**CRREL** - Cold Regions Research and Engineering Laboratory  
**CWA** - Clean Water Act  
**CWIS** - Civil Works Information System (See also PWI.)  
**CZM** - Coastal Zone Management  
**dbh** - diameter at breast height  
**DCO** - Defense Coordinating Officer  
**DFAR** - Defense FAR Supplement  
**DFO** - Disaster Field Office  
**DLA** - Defense Logistics Agency  
**DOC** - Department of Commerce  
**DOD** - Department of Defense  
**DOE** - Department of Energy  
**DOI** - Department of Interior  
**DOMS** - Directorate of Military Support  
**DOT** - Department of Transportation  
**DSR** - Damage Survey Report  
**E&D** - Engineering and Design  
**EC** - Engineer Circular

**ECA** - Evaluation and Corrective Action  
**EDA** - Economic Development Administration  
**EFARS** - Engineer FAR Supplement  
**EM** - Engineer Manual, Emergency Manager, Emergency Management  
**EMHV** - Emergency Management High Visibility  
**EO** - Executive Order  
**EOC** - Emergency Operations Center  
**EP** - Engineer Pamphlet  
**EPA** - Environmental Protection Agency  
**ER** - Engineer Regulation  
**ERDC** - Engineer Research and Development Center  
**ESF** - Emergency Support Function  
**FAD** - Funding Authorization Document  
**FAR** - Federal Acquisition Regulation  
**FCCE** - Flood Control and Coastal Emergencies  
**FCO** - Federal Coordinating Officer  
**FCW** - Flood Control Works  
**FEMA** - Federal Emergency Management Agency  
**FmHA** - Farmers Home Administration  
**FOA** - Field Operating Agency  
**FONSI** - Finding of No Significant Impact  
**FORSCOM** - Forces Command  
**FRP** - Federal Response Plan  
**GIS** - Geographic Information Systems  
**GSA** - General Services Administration  
**HBPP** - Hurricane/Beach Protection Project  
**HFSSB** - High Frequency Single Side Band  
**HHS** - Health and Human Services  
**HMT** - Hazard Mitigation Team  
**HQUSACE** - Headquarters, U.S. Army Corps of Engineers  
**HSPP** - Hurricane or Shore Protection Project  
**HUD** - Housing and Urban Development  
**ICW** - Inspection of Completed Works  
**IEI** - Initial Eligibility Inspection  
**ILTF** - Interagency Levee Task Force  
**JTF** - Joint Task Force  
**LERRD's** Lands, easements, rights-of-way, relocations, and borrow and dredged or excavated materials disposal areas.  
**LOA** - Lead Operating Agency  
**LCO** - Lead Corps Official (for ILTF)  
**LNO** - Liaison Officer  
**MOA** - Memorandum of Agreement



**MSC** - Major Subordinate Command (synonymous with Division)  
**MSCA** - Military Support to Civil Authorities  
**NCP** - National Contingency Plan (National Oil and Hazardous Substance Pollution Contingency Plan)  
**NED** - National Economic Development  
**NEPA** - National Environmental Protection Act  
**NHPA** - National Historic Preservation Act  
**NRCS** - Natural Resources Conservation Service  
**NRT** - National Response Team  
**NSAP** - Nonstructural Alternatives Project  
**NWP** - Nationwide Permit  
**NWS** - National Weather Service  
**O&M** - Operations and Maintenance  
**OCE-P** - Office of the Chief of Engineers, Pentagon  
**OMB** - Office of Management and Budget  
**OMRR&R** - Operation, Maintenance, Repair, Replacement, and Rehabilitation  
**OSC/RPM** - On Scene Coordinator/Remedial Project Manager  
**PACOM** - Pacific Command  
**PCA** - Project Cooperation Agreement.  
**PDA** - Preliminary Damage Assessment  
**PIR** - Project Information Report  
**PL** - Public Law  
**PWI** Project Work Item.  
**RD** - Regional Director  
**RIP** - Rehabilitation and Inspection Program  
**RS/GIS** - Remote Sensing/Geographic Information System  
**RRT** - Regional Response Team  
**RSC** - Readiness Support Center  
**S&A** - Supervision and Administration  
**S&I** - Supervision and Inspection  
**SAACONS** - Standard Army Automated Contracting System  
**SBA** - Small Business Administration  
**SCS** - Soil Conservation Service (See NRCS)  
**SITREP** - Situation Report  
**SOP** - Standard Operating Procedure  
**SPOTREP** - Spot Report  
**SPS** - Standard Procurement System  
**STU** - Secure Telephone Unit  
**TEECA** - Training, Evaluation, Exercise, and Corrective Action  
**TVA** - Tennessee Valley Authority  
**USACE** - U.S. Army Corps of Engineers  
**USACOM** - United States Atlantic Command

**USC** - United States Code  
**USCG** - United States Coast Guard  
**USJFCOM** - US Joint Forces Command  
**USDA** - United States Department of Agriculture  
**US&R** - Urban Search and Rescue  
**WPA** - Works Progress (later Work Projects) Administration  
**WRDA** - Water Resources Development Act

## **Section II. Terms.**

**A-B-C's or a-b-c's.** A generic term referring to the items of local cooperation the public sponsor is required (as provided for in the CA) to provide as a condition for receiving Corps assistance. For most types of Corps assistance, the a-b-c's the public sponsor must agree to provided are (a) provide without cost to the United States all lands, easements, rights of way, relocations, and borrow and dredged or excavated material disposal areas necessary for the authorized work; (b) hold and save the United States free from all damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except for damages due to the fault or negligence of the United States or its contractors; and (c) operate, maintain, repair, replace, and rehabilitate the work after its completion. Additional items of local participation may be required, such as the removal of temporary emergency flood damage reduction measures. MSC's and districts are not authorized to change or delete a-b-c requirements, without written permission from HQUSACE.

**Active.** A status applied to FCW concerning participation in the Rehabilitation and Inspection Program under authority of PL 84-99. An Active project must have met USACE criteria for entry and been entered into the RIP. Only Active projects may receive Rehabilitation Assistance to repair damages caused by a flood event or coastal storm.

**Agricultural Levee.** A levee that provides at least a 5-year flood protection to predominantly agricultural areas or agribusinesses. May be Federal or non-Federal.

**Bank Protection Project.** Any project or technique used to prevent erosion of or failure of a streambank.

**Beach Nourishment Projects.** Projects designed and constructed to build or maintain a beach by placement of material to nourish and stabilize the shoreline. See HSPP.

**Betterment.** During repair of an FCW, any construction effort that increases the area protected, provides features that did not exist prior to the flood event, or increases the degree or level of protection provided by the FCW. Examples of betterments include increasing the height of a levee, or providing riprap where none previously existed.

**Category 100, 200, etc.** Feature numbers in the appropriation structure for FCCE under Appropriation 96x3125. For authoritative definitions, refer to ER 11-1-320. For informational purposes, categories are:

(a) Category 100. Disaster Preparedness. MSC and district disaster preparedness programs, to include salaries of emergency management personnel, supplies, training, etc. Also includes EOC facilities, and funding for the Readiness Support Center.

(b) Category 200. Emergency Operations. Includes Emergency Response and Post Flood Response, field investigations during flood events, and preparation of after action reports.

(c) Category 300. Rehabilitation. Rehabilitation Assistance to Federal and non-Federal FCW's and Federally constructed hurricane and shore protection projects, associated investigation costs, etc. Includes inspection of non-Federal FCW, and maintenance of the FCW database.

(d) Category 400. Emergency Water. Assistance to drought distressed regions or localities with a contaminated source of water supply, and costs of associated investigations.

(e) Category 500. Advance Measures. Assistance against an identified, imminent flood threat, and costs of associated investigations.

(f) Category 600. Hazard Mitigation costs of participation in an activated Interagency HMT under the direction of FEMA.

**C.F.S. (Cubic Feet per Second).** Also **cfs**. The amount of flow passing a given point in a stream channel. One cubic foot per second is equivalent to approximately 7.5 gallons per second.

**Channel.** A natural or artificial watercourse with definite bed and banks to confine and conduct flowing water.

**Channel Capacity.** The maximum flow that can pass through a channel without overflowing the banks.

**Class.** A subdivision of categories in the appropriation structure. For example, category 400 is divided into Classes 410, 420, and 430. See also *Category*.

**Contingency Contracting.** The necessity for protection or restoration of flood protection projects requires immediate actions. To meet these requirements, justification exists for contracting procedures other than full and open competition (as allowed by FAR 6.302.) These contingency or emergency contracting procedures should comply with FAR 6.302-2.

**Cooperation Agreement.** An agreement entered into by a District Commander (acting as the agent for the Department of the Army on behalf of the United States Government) and

the public sponsor for the purpose of identifying each party's rights and obligations concerning the expenditure of Federal funds under authority of PL 84-99.

**Deliberate Levee Cut.** A deliberate cut made in a levee, with the intention of either protecting the integrity of the structure (or an adjacent structure) from actual or forecasted river stages, or reducing the overall anticipated damages expected to occur to the existing structure by the current flood event. See also Dewatering Levee Cut.

**Dewatering Levee Cut.** A deliberate cut in a levee used as an engineering/construction method to dewater the area behind the levee when pumping this contained water is not considered a feasible, timely, or economical alternative. A dewatering levee cut is a type of deliberate levee cut that is never eligible for PL 84-99 assistance.

**Dike.** In most areas of the United States, a structure (earth, rock, or timber) built part way across a river for the purpose of maintaining a navigation channel. In other areas, the term is used synonymously with levee. Generally constructed of earth, stone, timber, concrete, or similar material.

**Division.** See Major Subordinate Command.

**Drainage Structure.** Generally, any feature or system (e.g., culverts) constructed for the purpose of discharging surface water run-off. Such structures are components of interior drainage systems.

**Drought Distressed Area.** An area that the ASA(CW) has determined to have an inadequate water supply that is causing, or is likely to cause, a substantial threat to the health and welfare of the inhabitants of the area, including a threat of damage or loss of property.

**Eligible Levee.** A levee categorized as "active" in the RIP, for which USACE can provide assistance under authority of PL 84-99 to repair damage caused by a flood event.

**Emergency.** A situation involving a natural or technological disaster that would result in an unacceptable hazard to human life, a significant loss of property, or significant economic hardship.

**Emergency Assistance.** All USACE activities that assist a non-Federal entity that use FCCE funding from Category 200, 300, 400, and/or 500.

**Emergency Preparedness.** All those activities and measures designed or undertaken to prepare for or minimize the effects of a hazard upon the civilian population, to deal with the immediate emergency conditions that would be created by the hazard, and to effectuate

emergency repairs to, or the emergency restoration of, vital utilities and facilities destroyed or damaged by the hazard.

**Federally Authorized Projects/Federal Projects.** An FCW project built by USACE that was authorized for construction by Congress or by USACE continuing authorities (e.g., Section 205.)

**Federal FCW/Federal Levee/Federal Dam.** A Federally authorized FCW, levee, levee system, or dam project. FCW constructed by non-Federal interests, or other (non-USACE) Federal agencies, and incorporated into a Federal system by specific Congressional action (i.e., United States law) are also designated as Federal FCW's. Construction by, or previous rehabilitation or reconstruction of a non-Federal FCW by a Federal Agency (to include USACE, FEMA, NRCS, and EDA) does not make the levee a Federal levee. Levees constructed under the authority of the Works Progress Administration are not Federal levees. Section 14 projects constructed under authority of PL 79-526 are not Federal FCW's.

**Federal Response Plan (FRP).** The FRP is the Federal government's plan to address the consequences of any disaster or emergency situation in which there is a need for Federal response assistance under authorities of the Stafford Act, as amended. The FRP is an interagency document produced under the leadership and direction of the Federal Emergency Management Agency. USACE is the Federal agency responsible for Emergency Support Function #3, Public Works and Engineering. FRP planning and preparedness activities in USACE are funded by the FCCE account under PL 84-99 authority.

**Fiscal Completion.** Once all expenses have been charged and all financial activities for a specific project are complete, the funding accounts that support the project are closed, and the project is then considered fiscally complete.

**Flood.** Abnormally high water flows or water level that overtops the natural or artificial confining boundaries of a waterway. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of river and/or tidal waters and/or the unusual accumulations of waters from any sources.

**Flood Control Project.** See flood control work.

**Flood Control Work(s) (FCW).** Structures designed and constructed to have appreciable and dependable effects in preventing damages caused by irregular and unusual rises in water level. FCW may include levees, channels, floodwalls, dams, and Federally authorized and constructed hurricane or shore protective structures. Structures designed and constructed to protect against salt water intrusion or tidal fluctuations, channel

alignment, navigation, recreation, fish and wildlife, land reclamation, or to protect against land erosion are not considered to be FCW's. A riprap bank erosion control structure is not considered to be a flood control work.

**Flood Fighting.** Actions taken immediately before or during a flood to protect human life and to reduce flood damages, such as evacuation, emergency sandbagging and diking, and providing assistance to flood victims.

**Flood Plain.** Any normally dry land area that is susceptible to being inundated by any natural source, such as a stream, during floods. USACE, as a matter of policy, encourages local governments to zone their flood plains against development and thereby avoid property damage and reduce obstruction to passage of floodwaters.

**Flood Stage.** The water surface elevation of a river, stream, or body of water, above which flooding and damages normally begin to occur, normally measured with respect to a specific reference gage. Flood stage is normally the level at which a river overflows its banks. Flood stage for any particular geographic area is unique to that geographic area.

**Flooding.** See Flood.

**Floodwall.** A type of flood control work usually constructed of stone or reinforced concrete, and which may occasionally have plastic or steel components. Floodwalls are generally constructed in urban areas where insufficient area exists to construct earthen levees.

**Floodway.** Designated land left essentially clear of development, for the purpose of passing floodwaters. In some areas, floodway is used to designate the 100-year flood plain.

**Freeboard.** A factor of safety usually expressed in feet above a flood level for purposes of designing flood protection facilities and for floodplain management. Freeboard tends to compensate for the many uncertain factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge obstructions, and the hydrological effect of urbanization of the watershed. Freeboard is being replaced as a technique through risk and uncertainty management.

**Haul Road.** Any privately owned road used by Corps vehicles or Corps contractor's vehicles to haul rock, earth fill, or other borrow materials to the site of a repair/floodfight/rehabilitation effort, or on which empty vehicles return. This includes haul roads specifically constructed for a repair/rehabilitation effort. Also included are levee crown roads and levee patrol roads that are not public roads, if their principal purpose is for access for maintenance, inspection, and floodfight purposes. All public roads are specifically excluded, to include any public roads that are situated on levees.

**Hazard.** An emergency or disaster resulting from a natural hazard or an accidental or man-caused event.

**Hazard Mitigation.** Any activity that permanently eliminates or reduces the long-term vulnerability to life and property from natural and technological hazards. Hazard mitigation refers to the concept of decreasing the severity of the effects of flooding on people and property by reducing the cause, occurrence, exposure, and effects of the flood hazard.

**Hazard Mitigation Team.** An interagency team assembled under FEMA leadership to investigate and document strategies to reduce or avoid Federal expenditures resulting from flooding situations or other types of natural disasters.

**Hundred Year Flood.** More accurately referred to as a "one percent chance flood," a flood of a magnitude that, according to historical statistics, has one chance in one hundred of occurring in any given year.

**Hurricane/Shore Protection Project.** A type of FCW project designed and constructed to prevent damage and flooding caused by a hurricane or tsunami, and their associated storm surges.

**Hydraulics.** The science of dealing with the mechanical properties of liquids that describes the specific pattern and rate of water movement in the environment.

**Hydrology.** The science dealing with properties, distribution, and circulation of water on and below the surface of the land and in the atmosphere.

**Imminent Threat.** A subjective, statistically supported evaluation of how quickly a threat scenario can develop, how likely that threat is to develop in a given geographical location, and how likely the threat will produce catastrophic consequences to life and improved property. Implicit in the timing aspect can be considerations of time (e.g., a storm front's predicted path) or season (e.g., a snowpack that will melt in the coming spring runoff) or of known cyclical activities (e.g., rising water levels in the Great Lakes), but occurring inside the normal Corps decision and execution cycle for small project construction.

**Inactive.** A status applied to FCW concerning participation in the RIP. An Inactive project is, simply, any project that is not Active. It includes formerly Active FCW that left Active status in the RIP, either voluntarily or involuntarily, as well as those FCW that have never been Active in the RIP. See also "Active."

**Infiltration.** That portion of precipitation that is absorbed by the land surface.

**Initial Repair.** A hastily effected temporary repair of a breached levee that provides a 10- to 25-year level of protection for a short (less than 12 month) period of time until the permanent repair can be designed and executed.

**Interior Drainage.** Natural or modified outflow of streams within a levee'd area for the conveyance of run-off. Interior drainage systems are not components of flood control works.

**Lead Operational Authority.** Within military commands, this is a delegated authority to plan and execute missions for a higher headquarters.

**Levee.** A structure, normally of earth or stone, built generally parallel to a river to protect land from flooding. A levee is a complete unit, designed and intended for flood control. A levee (excluding a ring levee) is always tied to high ground at both ends.

**Level of Protection.** The degree of protection against flooding provided by an FCW, normally expressed in terms of the cyclical flood-level against which protection is provided.

**Local Cost Share.** That portion of the cost of undertaking assistance authorized under PL 84-99 (e.g., repairing a damaged Active levee) for which the public sponsor is responsible. The local cost share may be paid either in cash or as work-in-kind, or as a combination of the two.

**Local Sponsor.** See Public Sponsor.

**LERRD's** Lands, easements, rights-of-way, relocations, and dredged materials disposal areas.

**Major Flood.** A flood event determined to be a 100-year event or better, or a series of weather events over a short period of time (normally seven days or less), which causes loss of human life and/or property damage exceeding \$1 million.

**Major Subordinate Command.** The intermediate level USACE headquarters organization, subordinate to HQUSACE, and above the district-level. Also Division.

**Military Support to Civil Authorities.** Those activities and measures taken by DOD components to foster mutual assistance and support between DOD and any civil government agency in planning or preparedness for, or in the application of resources for response to, the consequences of civil emergencies or attack. See DODD 3025.1.

**National Contingency Plan** (40 CFR Part 300.) A Federal plan intended to effectuate the powers and responsibilities for responding to nonradiological oil and hazardous substance



discharges, releases, or substantial threats of releases as specified in the CERCLA, as amended, and the authorities established by Section 311 of the CWA, as amended.

**Natural Disaster.** Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, or other catastrophe that causes, or which may cause, substantial damage or injury to civilian property or persons.

**Navigation Channel.** The channel maintained in a body of water for the purpose of assuring a depth adequate for commercial vessels.

**Non-Federal Levee/Non-Federal Project/Non-Federal FCW.** A flood control work not authorized by Congress, or under other Federal agency authority. Works Progress Administration (WPA) projects are considered non-Federal FCW for the application of PL 84-99 authority.

**Non-Federal Sponsor.** See public sponsor.

**Nonstructural Alternative Project.** A type of project, authorized by an amendment to PL 84-99 contained in WRDA 96, that, in lieu of a structural rehabilitation effort, allows for restoration of floodways, flood plains, and/or the reduction of future flood damages and associated FCW rehabilitation costs.

**Political Subdivision.** A city, town, borough, township, county, parish, district, association, or other public body created by or pursuant to state law and having jurisdiction over the water supply of such public body.

**Project.** A generic term used to describe the planned or executed construction of a structure or system.

**Project Cooperation Agreement.** An agreement entered into by a District Commander (acting as the agent for the Department of the Army on behalf of the United States Government) and the public sponsor for the purpose of identifying each party's rights and obligations concerning the expenditure of Federal funds under USACE authority other than that of PL 84-99. See also Cooperation Agreement.

**Public Road.** Any road available for general use by the public. Any road for which a public agency or public entity has ongoing and/or statutory maintenance responsibility.

**Public Sponsor.** A public sponsor must be a public entity that is a legally constituted public body with full authority and capability to perform the terms of its agreement as the non-Federal partner of the Corps for a project, and able to pay damages, if necessary, in the event of its failure to perform. A public sponsor may be a State, county, city, town, Federally recognized Indian Tribe or tribal organization, Alaska Native Corporation, or any political subpart of a State or group of states that has the legal and financial authority and capability to provide the necessary cash contributions and lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas (LERRD's) necessary for the project.

**Reach.** A section or segment of a levee, which in and of itself does not provide complete protection against a flood. Also, a segment of a river, typically indicated by reference to river mile markers or geographical features.

**Rehabilitation and Inspection Program (RIP).** A component of the Civil Emergency Management Program concerned with the inspection and rehabilitation of FCW's.

**Rehabilitation Assistance.** Repair and restoration under authority of PL 84-99 of an Active FCW damaged in a flood event.

**Rehabilitation Project.** An action or series of actions focused on the repair of an Active flood control work to return the FCW's level of protection to its pre-flood/pre-storm level.

**Repair and Rehabilitation.** The terms "repair", "rehabilitation", or "repair and rehabilitation" mean the repair or rebuilding of a flood control structure, after the structure has been damaged by a flood, hurricane, or coastal storm, to the level of protection provided by the structure prior to the flood, hurricane, or coastal storm. The terms do not include improvements (betterments) to the structure, nor does "repair and rehabilitation" include any repair, reconstruction, or rehabilitation activities of a flood control structure which, in the normal course of usage, has become structurally unsound and is no longer fit to provide the level of protection for which it was designed.

**Riverine.** Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**Run-off.** That portion of precipitation, which is not intercepted by vegetation, absorbed by the land surface or evaporated and thus flows overland into a depression, stream, lake, or ocean.

**SAACONS.** The Standard Army Automated Contracting System, used for comprehensive management of the contracting process. SAACONS is being replaced by SPS.

**Saturation.**

(1) Soil Saturation. A condition in soil in which all spaces between the soil particles are filled with water. Such conditions normally occur after prolonged periods of rainfall and/or snowmelt. The result of a saturated condition is that any additional rainfall or snowmelt runs off into streams and rivers instead of soaking into the ground.

(2) Levee saturation. Soil saturation that has occurred in an earthen levee because of floodwaters remaining above flood stage for extremely long periods of time. This condition can lead to catastrophic failure of the levee.

**Secondary Levee.** A levee that is riverward of the main or principal levee. The level of protection of a secondary levee is always less than the level of protection provided by the main levee.

**Stafford Act.** The common name for the principal emergency management authority of the Federal Emergency Management Agency. Codified as 42 U.S.C. 5121 et seq.

**SPS.** The Standard Procurement System, used for comprehensive management of the contracting process. This new system is replacing SAACONS.

**Stream.** A body of water flowing in a definite natural or manmade course that has the potential to flood. The term stream refers to rivers, streams, creeks, brooks, etc., and includes intermittent streams that are subject to flooding.

**Substantial Property Damage.** Damage caused by a flood event, the value of which generally exceeds \$1 million.

**Unusual Flooding.** For use with Advance Measures, a subjective determination of the potential level of flooding that considers potential to approach an area's flood of record, a catastrophic level of flooding, or a greater than 50-year level of flooding.

**Urban areas.** Cities, towns, or other incorporated or unincorporated political subdivisions of States that provide general local government for specific population concentrations, and occupy an essentially continuous area of developed land containing such structures as residences, public and commercial buildings, and industrial sites.

**Urban Levee.** A levee that provides a high degree of flood protection (10 year or greater) to a predominantly urban area.

**Work-in-Kind.** That portion of a public sponsor's cost share to rehabilitate a non-Federal FCW that is a non-cash contribution. The work-in-kind may be in the form of labor, equipment, supplies, and/or services. Labor is defined as blue collar-type of work normally paid on an hourly wage basis, comparable to Federal Wage Grade positions.