



**SPECIAL ASSEMBLY COMMITTEE OF THE  
WHOLE WORKSESSION - GLACIER LAKE  
OUTBURST FLOOD (GLOF)  
AGENDA**

**October 30, 2025 at 6:00 PM**

**Assembly Chambers/Zoom Webinar**

---

**Assembly Committee of the Whole Worksession - No Public Testimony will be taken.**

<https://juneau.zoom.us/j/95424544691> or 1-253-215-8782 Webinar ID: 954 2454 4691

**A. CALL TO ORDER**

**B. LAND ACKNOWLEDGEMENT**

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

**C. ROLL CALL**

**D. APPROVAL OF AGENDA**

**E. AGENDA TOPICS**

- 1. Next Steps for GLOF Mitigation**
- 2. Science of the Basin - Presentation by UAS (Jason Amundson) /NWS (Aaron Jacobs)**
- 3. USACE Technical Report & Advance Measures (John Rajek & Daryl Downing)**
- 4. NRCS Emergency Watershed Protection Program (Buy out for View Drive) - Brett Nelson**

**F. STAFF REPORTS**

**G. SUPPLEMENTAL MATERIALS**

- 1. NRCS Emergency Watershed Protection Program - Supplemental Materials**
- 2. Cooperative Agreement Addendum for Advance Measures Assistance**

**H. ADJOURNMENT**

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, e-mail:

city.clerk@juneau.gov.



City and Borough of Juneau  
City & Borough Manager's Office  
155 Heritage Way  
Juneau, Alaska 99801  
Telephone: 907-586-5240 | Facsimile: 907-586-5385

TO: Deputy Mayor Smith and Committee of the Whole  
FROM: Katie Koester, City Manager  
DATE: October 30, 2025  
RE: Next Steps for GLOF Mitigation

---

The purpose of this memo is to facilitate Assembly decision making surrounding Phase 2 of the Glacier Lake Outburst Flooding (GLOF) mitigation.

Refer to the [September 8](#) and [September 29 COW](#) memos that set the groundwork for these decisions.

A lot has changed since the [September 29<sup>th</sup> meeting](#). Notably, CBJ will have less ability to respond to emergencies with its existing fund balance, due to reduced revenue resulting from the passage of ballot measures capping the mill rate and exempting food and residential utilities from sales tax. USACE headquarters and Alaska District spent time in Juneau and met with CBJ leadership on October 15. At that meeting we expressed our concern with being about to manage a project as large as Phase 2 – essentially 3 times the size of Phase 1 – from both a budget and capacity perspective. I have submitted a request for USACE advanced assistance for Phase 2. Under this scenario, USACE would manage and pay for the project - design, engineering and installation of Phase 2. CBJ would be responsible for coordinating with homeowners, public outreach, and permitting. In consultation with USACE, we believe this is the only way to have a chance of accomplishing Phase 2 by July 15, 2026.

There is no shortage of work for CBJ as we prepare for flood season 2026. In addition to reinforcing the HESCO barriers after the 2025 event, the 2025 GLOF demonstrated that we need to go higher to prevent future flooding. The water overtopped the barriers in one location and came within three inches of overtopping the barriers in critical locations. This expansion of the existing barriers will be costly and difficult given the limited space available. CBJ will be responsible for this work, with technical assistance from USACE.

USACE being able to take on Phase 2 in its entirety changes how we approach financing Phase 1 and Phase 2. I have outlined a recommended scenario below.

### **Phase 1 LID**

**How to apply the savings to Phase 1 HESCO Barriers from outside funding?** The Phase 1 LID has not been certified. That happens once we have the total project cost to divide 60/40 among CBJ/property owners. At this point, we have spent \$6.1M on the project (total project budget was \$7.83M). This does not include the cost of pending litigation. It also does not include the significant expansion work that needs to be done to protect Phase 1 properties in next year's event. Routine maintenance work on the existing barriers is not eligible as part of the LID and will be paid for by the \$1M reappropriation of Capital Civic Center funds at the [October 27<sup>th</sup> regular meeting](#).

Between the grant that Tlingit and Haida secured and the ADEC 50% forgivable loan for construction costs, we have offset cost of the project by almost \$4M. Nevertheless, there are many outstanding expenditures. My recommendation is that the Assembly hold the LID open while we wait for those outstanding costs to come in with the intention of applying savings to property owners. This is only possible with significant federal assistance for Phase 2.

Under this scenario, the Assembly does not certify the LID until after the 2026 event. This means the assessments are a pending liability on properties (but not yet recorded with the title company). It is the responsibility of the property owner selling a parcel to disclose this at the time of sale.

Waiting also gives us time to experience another GLOF season and keeps other funding scenarios, such as a flood service area, as available options.

## Phase 2 HESCO Barriers

Phase 2 as originally envisioned includes all populated banks for the Mendenhall River. Phase 2 is expensive (\$17.5M Rough Order of Magnitude) – mostly due to armoring and building out the bank in some places to support barriers. CBJ and USACE need to do more engineering to get more refined cost estimates for Phase 2.

### Why is USACE able to fully take on Phase 2, but was not able to do any direct construction work on Phase 1?

USACE emergency support under the Advanced Measures program is supplemental to local and state capacity. USACE determined that providing CBJ with the HESCO barriers for us to install Phase 1 and 1A met the intent of the Advanced Measures program prior to the 2025 GLOF. Given CBJ's planned work for extensive repairs of Phase 1 and Phase 1A, we won't also have the capacity to install Phase 2 prior to a 2026 GLOF. With increasing magnitude and severity of the annual GLOFs, USACE has now determined that CBJ needs additional support and has committed to installing Phase 2 to mitigate against a 2026 GLOF. We will still need funding for Phase 2 for CBJ engineers and staff. The \$4M re-appropriation of Capital Civic Center funds at the [October 27<sup>th</sup> regular meeting](#) will be used to cover those expenditures.

- 1) **How much of Phase 2 HESCO Barriers should we build?** The GLOF events are increasing in severity. We can make informed guesses at what the ceiling is, but we have limited science and information. After much debate with USACE, we believe that we need to build all of Phase 2. However, USACE will have to prioritize sections. The attached map reflects current recommendations on how to prioritize the project using the metric of protecting the most properties possible.
- 2) **How do we treat properties that need armoring in Phase 2?** With USACE covering those costs, we do not have a mechanism to assess them separately. This will mean some properties get a significant improvement to their private property.
- 3) **What inundation map should we build to?** This is a risk analysis that will be informed by the presentation on the 30<sup>th</sup> from the scientists. It is also dependent on when a more enduring solution is likely. While Senator Sullivan is pushing hard for an enduring solution – and USACE is responding with an unprecedented project schedule - there are significant hurdles that need to be cleared. Staff recommends building to protect to a minimum of the 19-foot inundation level based on the rate of increase of the severity in the events.
- 4) **How to pay for Phase 2?**  
With USACE taking over the project, we are hopeful \$4M for Phase 2 will cover CBJ expenditures but cannot know before a scope of work and agency responsibility is finalized. The GLOF event seemingly has no end of necessary expenditures to protect life and property. For example, we will also need to set aside funds to restore property after the HESCO barriers are removed, much like we did with Phase 1.

Phase 1 was the most bang for our buck. We were able to protect the properties that we were certain would flood again. We are still waiting for Michael Baker International (MBI) to develop models for individual properties included in the 19-foot inundation model. From that we can develop a value for the properties protected.

## Buyouts for View Drive

The Natural Resources Conservation Service (NRCS) has materials on the program that are part of this packet. They will be available virtually to answer questions. We have also asked USACE to document what they know about the challenges of installing HESCO barriers in on View Drive.

Summary of what we know about the NRCS Buyout program as it pertains to View Drive

-20 parcels with 18 homes.

-ROM to buy out homes and restore property is ~\$25M

-Non-federal program cost share is 25% (~\$6M)

-CBJ may request a waiver of the non-federal cost

-CBJ is only aware of 2 homes that have expressed a strong interest in the program. Other property owners are willing to explore it.

-We need to apply before final determinations can be made

## **Service Areas**

The establishment of service areas is lined out in Article 11 of the Charter. The mill rate was recently capped at 9 mills excluding debt service. However, after consultation with Attorney Wright – the language in the proposition that “any property tax rate above the new cap would require voter approval at a future election” cares for the public process in creating a service area for flood mitigation. This is contrary to my earlier interpretation on the ballot language.

The Assembly could develop a service area and levy a separate mill rate on that area for the purpose of providing a higher level of service than can be provided on an areawide basis. This would be voted on by all registered voters within the boundaries of the proposed district. This means that there are many affected property owners (commercial property and landlords, for example) that would not have a say.

As an example, if the assessed value in the 19-foot inundation map is \$1.5B a 1 mill levy would generate \$1.5M dollars for flood mitigation annually.

## **Enduring Solution**

USACE Alaska District will give an update on the solutions beyond emergency flood protection that can help mitigate risk at this meeting. The team has been all hands-on deck studying a solution that could be implemented in the near-term. It is important to note that there are many factors that need to line up for success - not the least of which is funding. \$4.75M is available for the USACE study, however funding for construction has not been identified. CBJ will need to work with our delegation to secure funding and our public to secure any required local match. Without a preferred alternative, it is impossible at this point to know how much that is.

USACE has asked us to consider relocation of infrastructure in the inundation zone as a worst-case scenario in our planning process (see attached letter). This will help the project team understand what is at stake if we are not able to deliver a permanent solution (a lot!) and understand the cost-benefit ratio. The only real space the Borough has for expansion is West Douglas. I would propose folding this visioning into the master planning process proposed in conjunction with Master Planning the Goldbelt development on Douglas.

## **Additional considerations**

- We need to think of staffing up in Engineering & Public Works to avoid burn out of critical staff and all other City business falling by the wayside. The lead up to 2025 GLOF season was an all-encompassing effort and many critical projects got deprioritized. This is not sustainable.
- We will need to be able to dedicate staff and resources to the enduring solution while concurrently doing flood fighting, response, permitting, and any project work for the NRCS buyout program.
- Phase 2 has permitting challenges with FEMA to maintain NFIP (flood insurance). We are working with the state, our lobbyist, and the delegation to resolve this. However, this work has also been hampered by relevant FEMA staff being on furlough.
- Remember that CBJ is responsible for removing the barriers after an enduring solution is found.

## **Recommendation**

Provide input on:

Holding the Phase 1 LID open for another GLOF season

Moving forward with USACE to build out Phase 2

Exploring a Service Area for future GLOF related funding needs

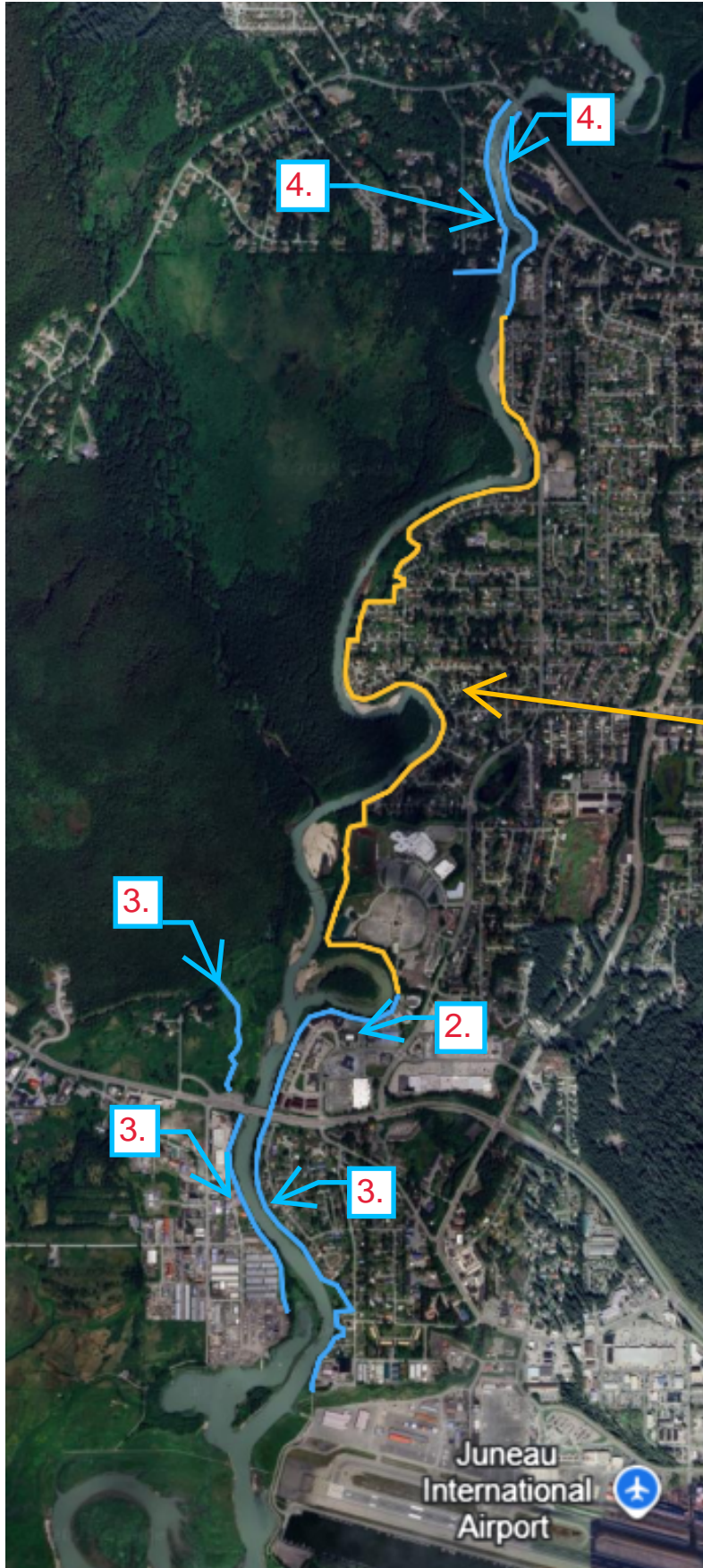
Direct staff to request a waiver for the 25% local match for the NRCS buyout program

## **Enc:**

Map of Phase 2 proposed

Comprehensive plan commitment letter from USACE

# HESCO Barriers Priority Map



PHASE ONE – Yellow Line  
PHASE TWO – Blue Lines

1. Repair, Fortify and Raise  
PHASE ONE HESCOs



**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS**  
441 G STREET, NW  
WASHINGTON DC 20314-1000

Katie Koester  
City Manager  
City and Borough of Juneau, Alaska  
155 Heritage Way  
Juneau, AK 9980

Dear Ms. Koester:

As you are aware, the U.S. Army Corps of Engineers is continuing to evaluate flood risk management opportunities in the Mendenhall River watershed. We are continuing to work with your team on both short-term and long-term solutions to the Glacial Lake Outburst Flooding within the Mendenhall basin. The purpose of this letter is to ensure the closest possible coordination between each of our organization's efforts, as we continue to work through the flooding challenges, and know that time is of the essence.

Given the evolving nature of the flood risk and associated inundation area present in Mendenhall Valley, the Corps is committed to preserving all available measures at its disposal. One of those measures could be relocation of residents from the Mendenhall Valley to somewhere else within the City and Borough of Juneau (CBJ). Given that CBJ is currently updating its comprehensive plan, including aspects of future land use, the Corps highly encourages CBJ to identify potential recipient areas, infrastructure needs, and land use development patterns in its comprehensive plan to facilitate these relocations, should they be required. If there are other plans or strategies currently under development, we similarly request that they take this potential action into consideration. This will help ensure that any such relocations, if required, are carried out in a manner that, to the maximum extent practicable, best fits the needs and desires of the people of CBJ.

Additionally, if CBJ has any identified recipient sites, costs of infrastructure (roads, bridges, utilities, site prep, etc.) that would be required to render those recipient sites viable, preliminary estimates of the costs associated with buyouts in Mendenhall Valley, and any other information on such an alternative that CBJ is aware of, we respectfully request that you share that information with the Corps at your earliest convenience so that we may be able to identify whether such a course of action would be in the Federal and public interest.

I would like to reiterate that no decisions have been made on this topic and that the Corps is committed to identifying an effective, cost-efficient, and risk-resilient plan to address flooding in Mendenhall Valley. A robust alternative analysis includes measuring the relative costs and benefits of relocation compared to structural flood risk

management measures. We are merely requesting that this analysis is done in the most accurate and thoughtful manner possible in collaboration with the community and in alignment with CBJ's approved plans, thereby honoring the robust public involvement process included in those efforts.

Should you have any questions, please feel free to reach out to Mr. Steven Kopecky, Deputy Chief, Pacific Ocean Division - Regional Integration Team at (202) 761-4527 or [steven.kopecky@usace.army.mil](mailto:steven.kopecky@usace.army.mil).

Sincerely,

Ryan Fisher  
Director of Civil Works

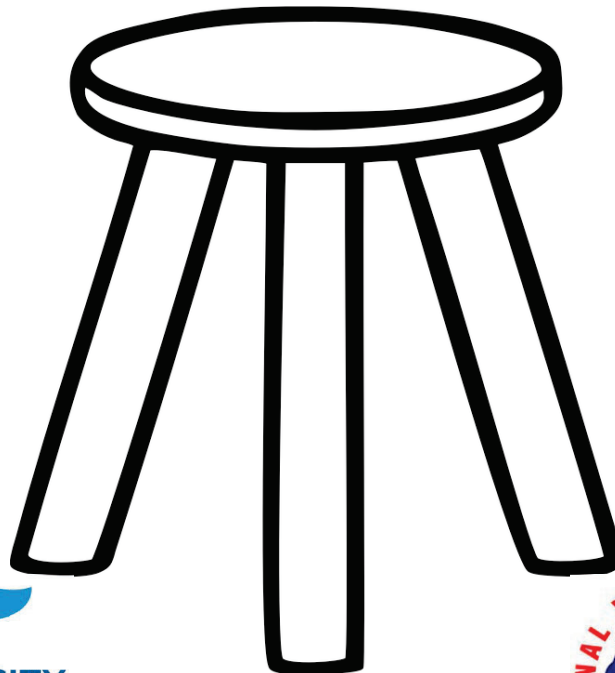


## Suicide Basin 2025: Updates on basin volume and flood modeling



Jason Amundson, University of Alaska Southeast  
Aaron Jacobs, National Weather Service





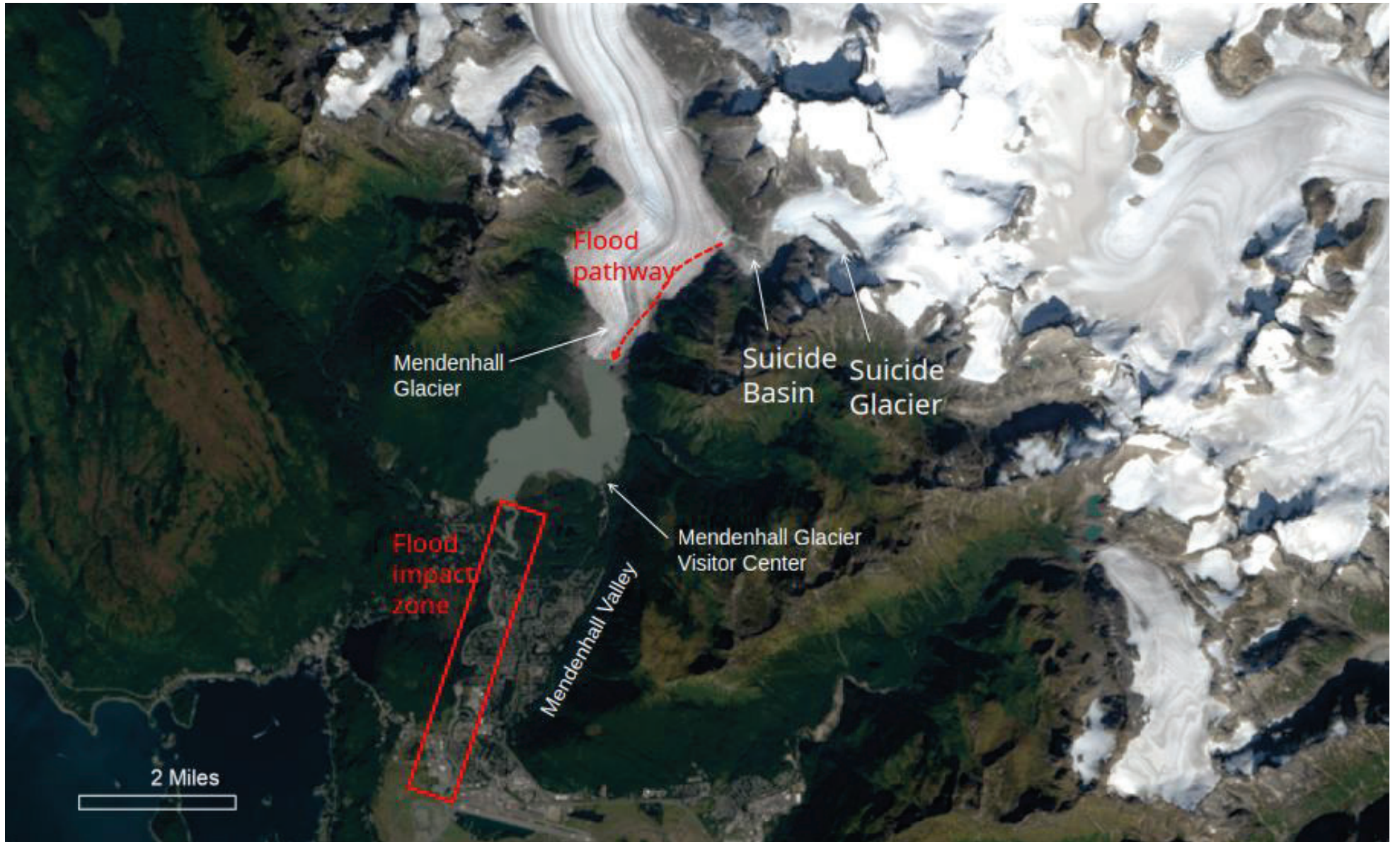
basin  
evolution



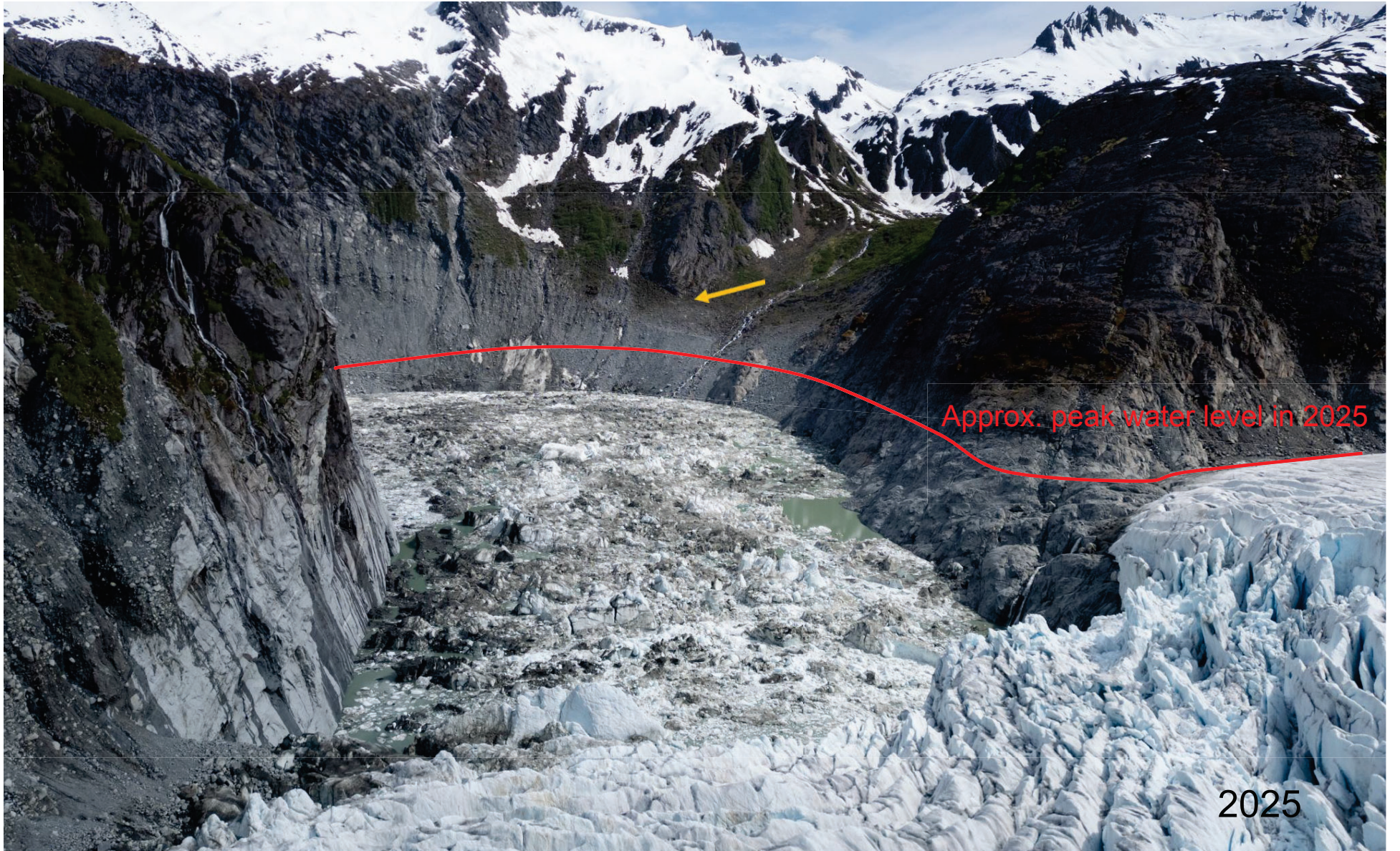
basin and river  
monitoring

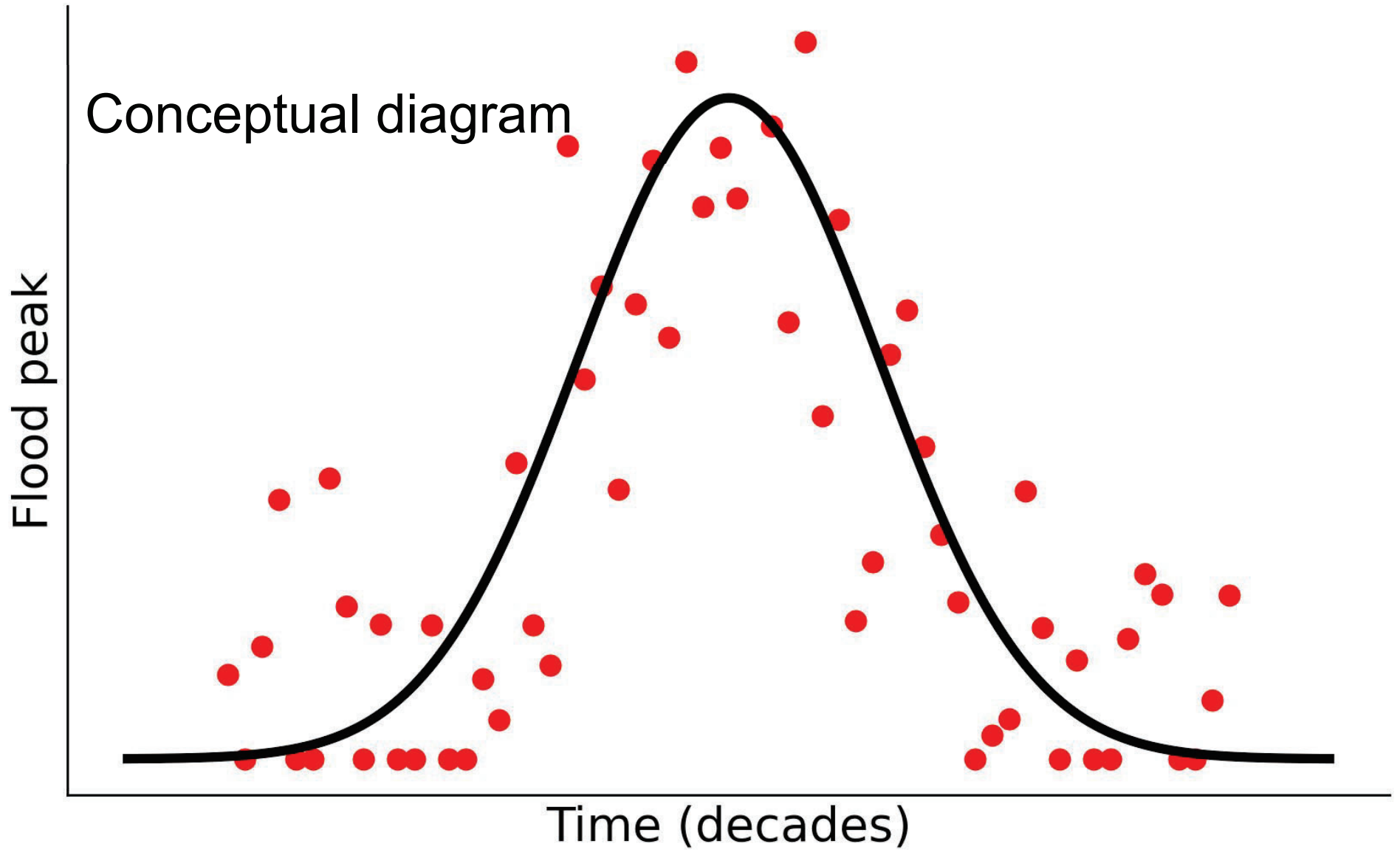


flood  
forecasting

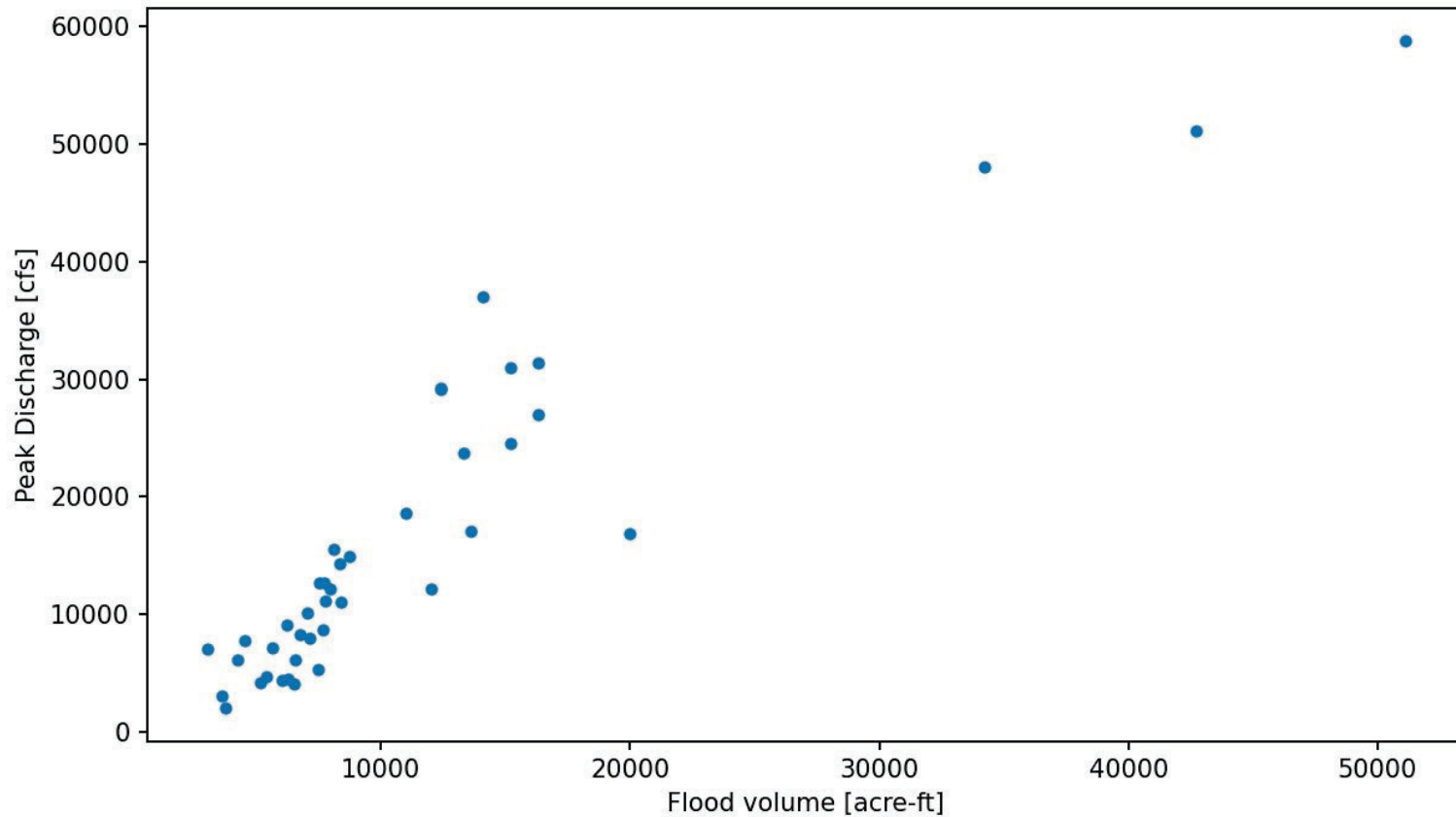








Peak discharge is proportional to flood volume.



# How is the basin storage capacity changing at present?

Things affecting storage capacity:

1. Basin shape
2. Ice dam height
3. Location of ice dam
4. Volume of floating ice

Drone surveys can provide information on each of these things and more. We have conducted nearly 50 surveys since 2018.

# Time series of “hillshade DEMs”

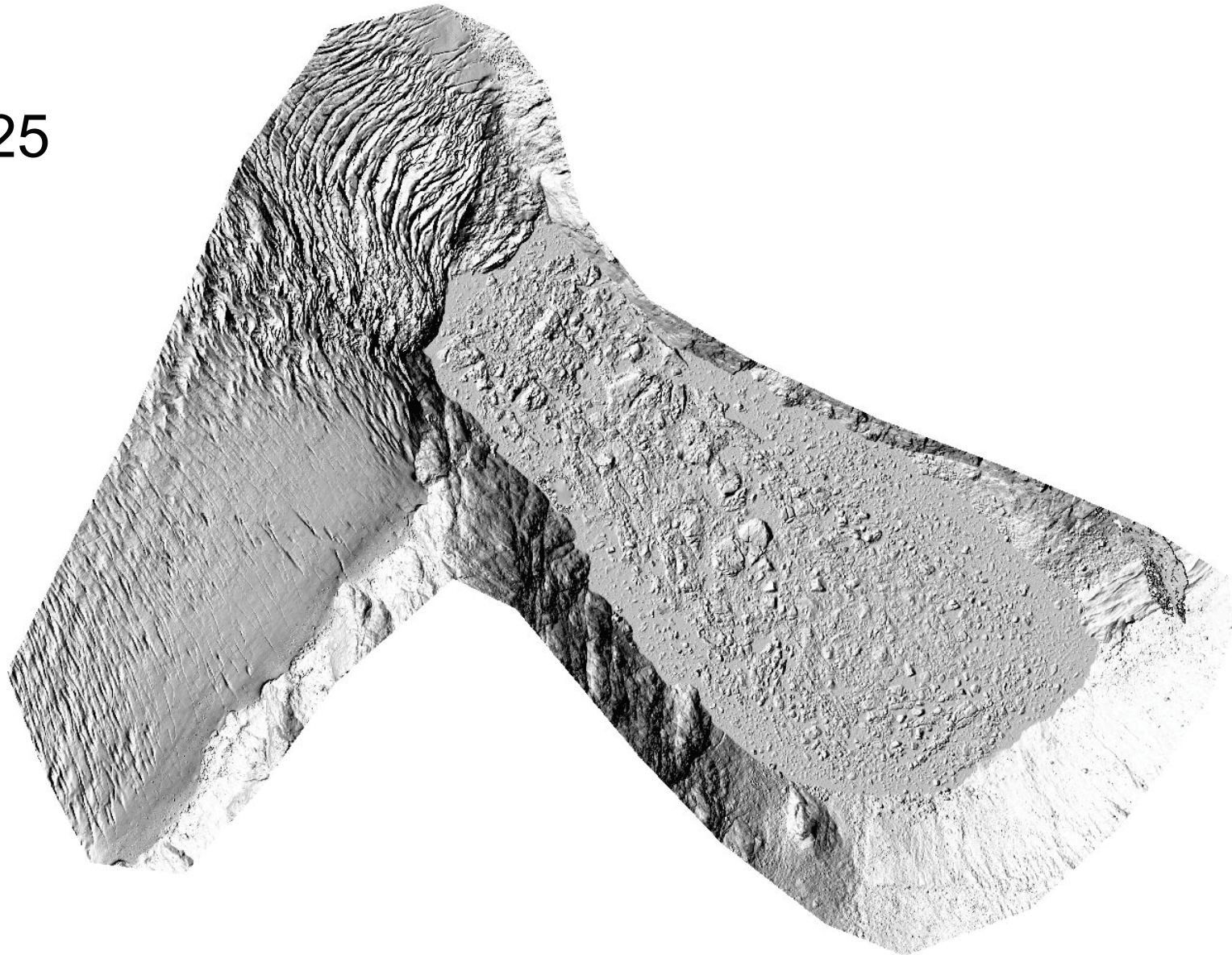
DEM = digital elevation model (i.e., topographic map)

hillshade = artificial sunlight is projected onto a DEM to make image appear 3D

Notice:

1. Basin fills up and can see it starting to overtop
2. Bedrock doesn't move
3. The glacier does

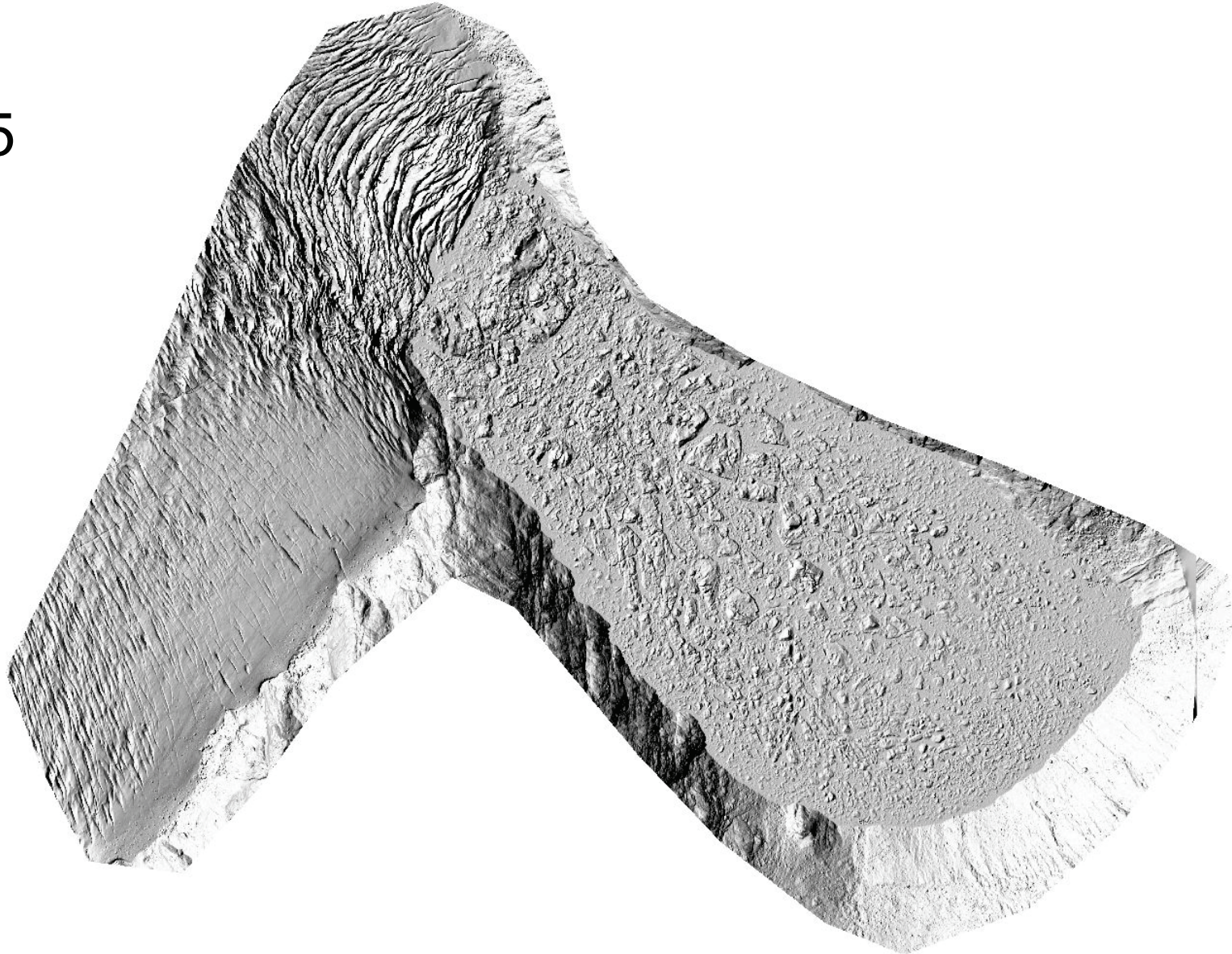
6/10/25



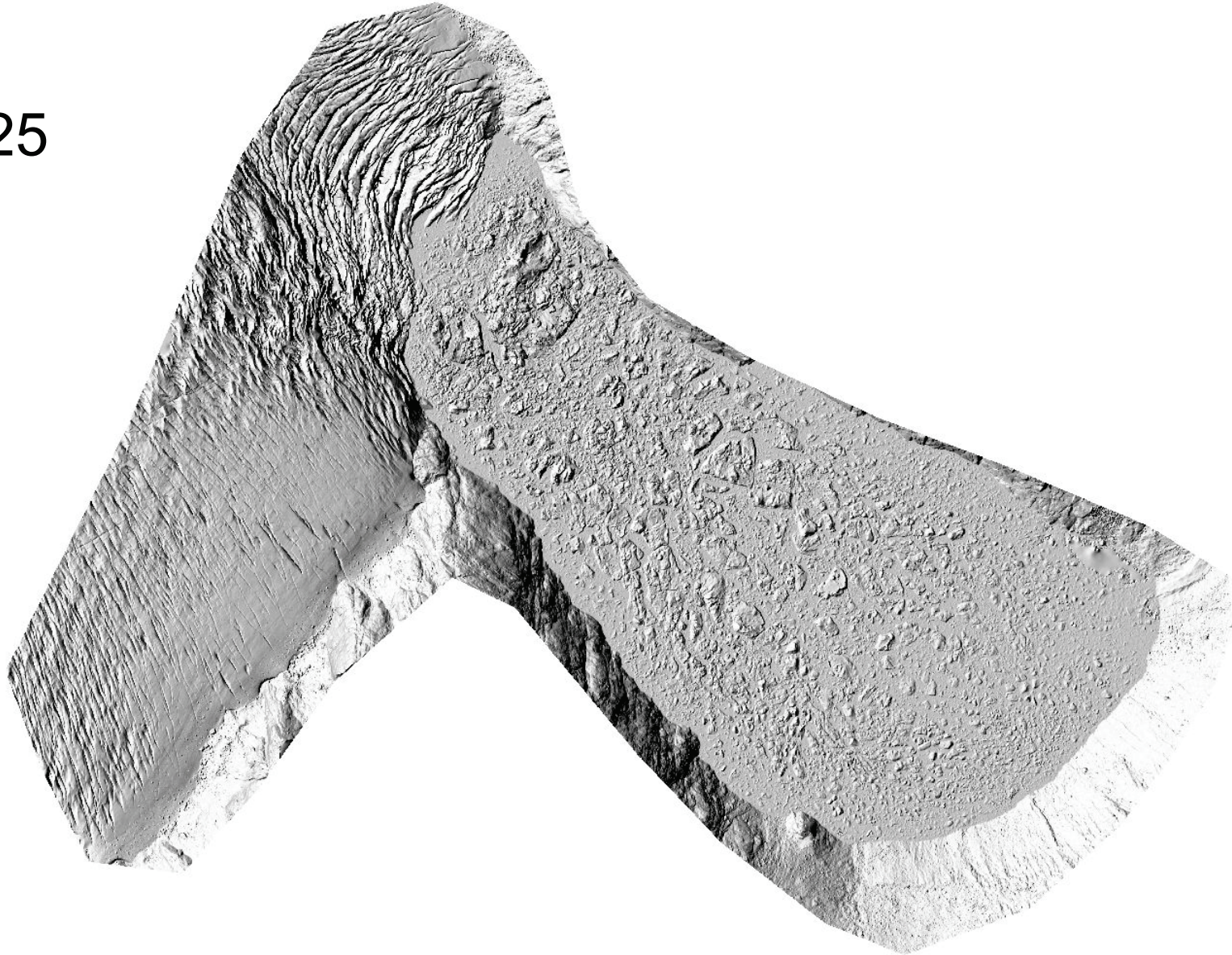
6/17/22



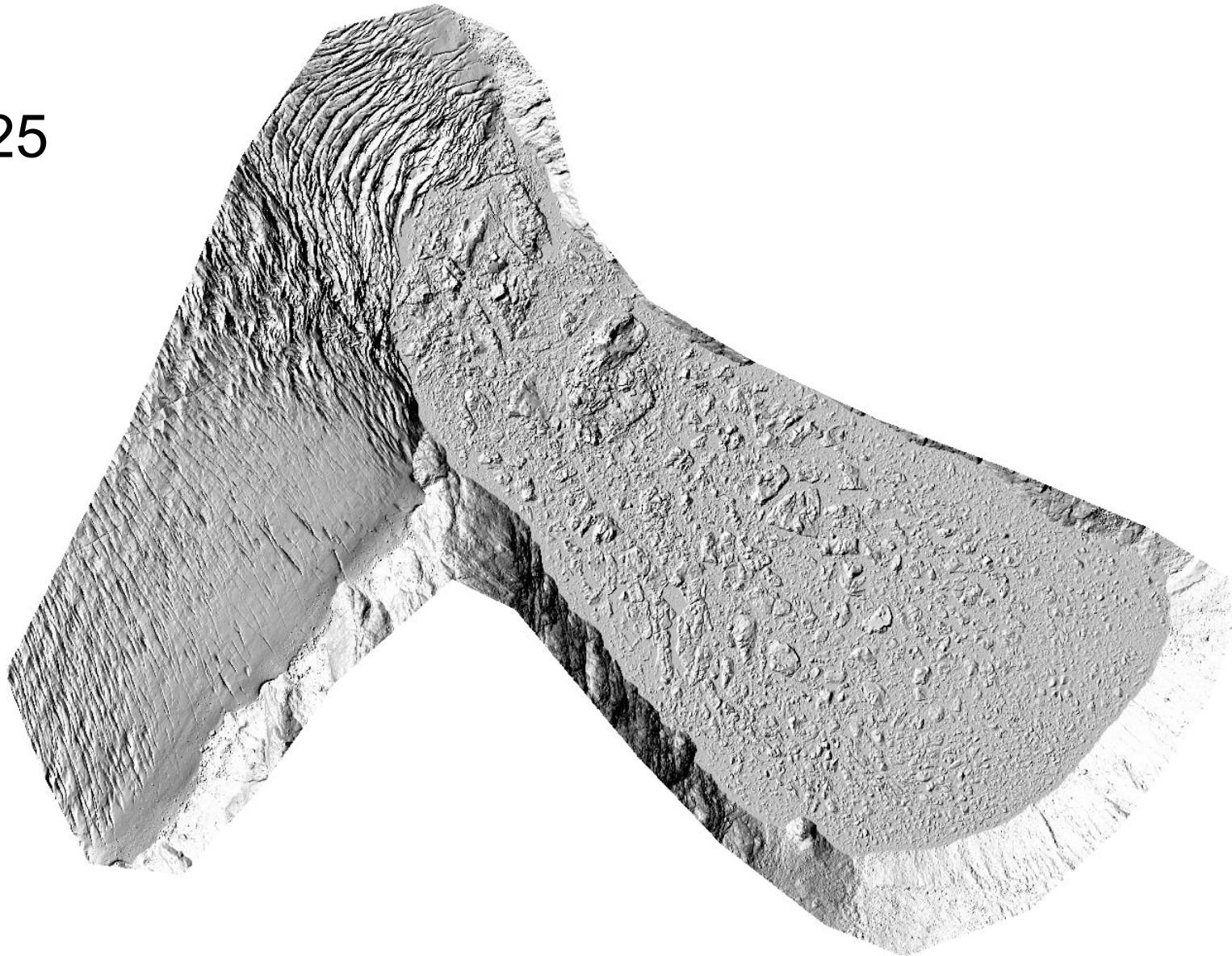
7/5/25



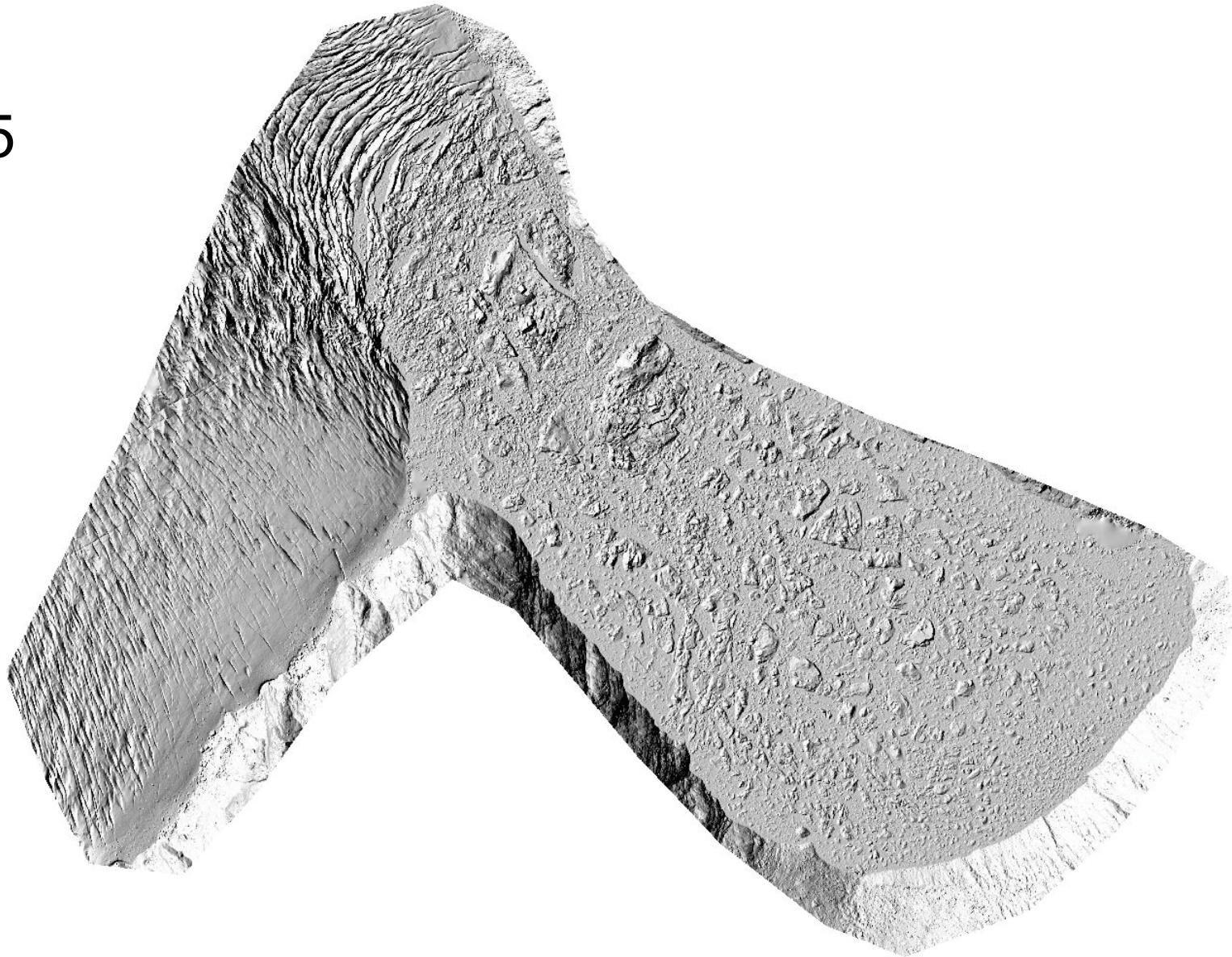
7/14/25



7/22/25



8/6/25



8/13/25



9/30/25



# How is the basin storage capacity changing at present?

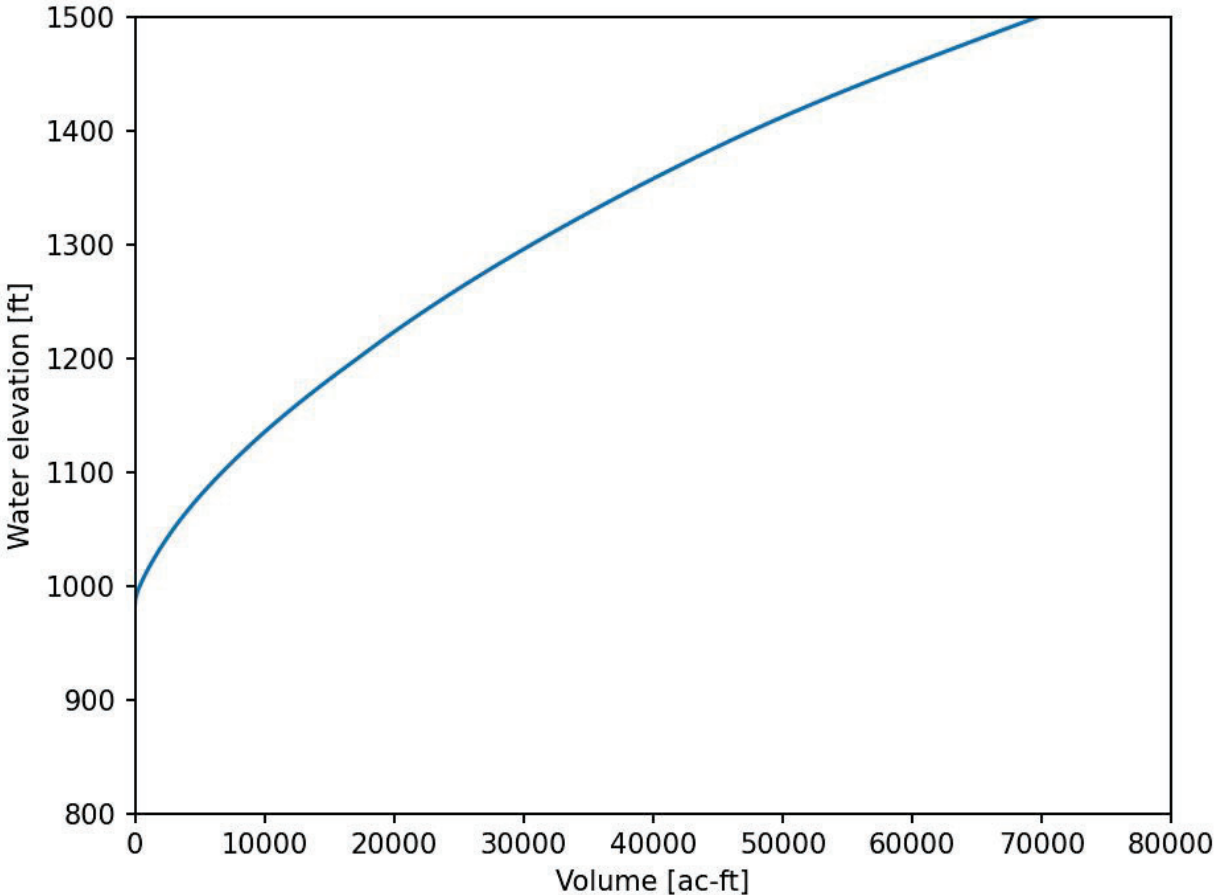
Depends on:

- Basin shape
- Ice dam elevation
- Amount of floating ice in the basin
- Ice dam location

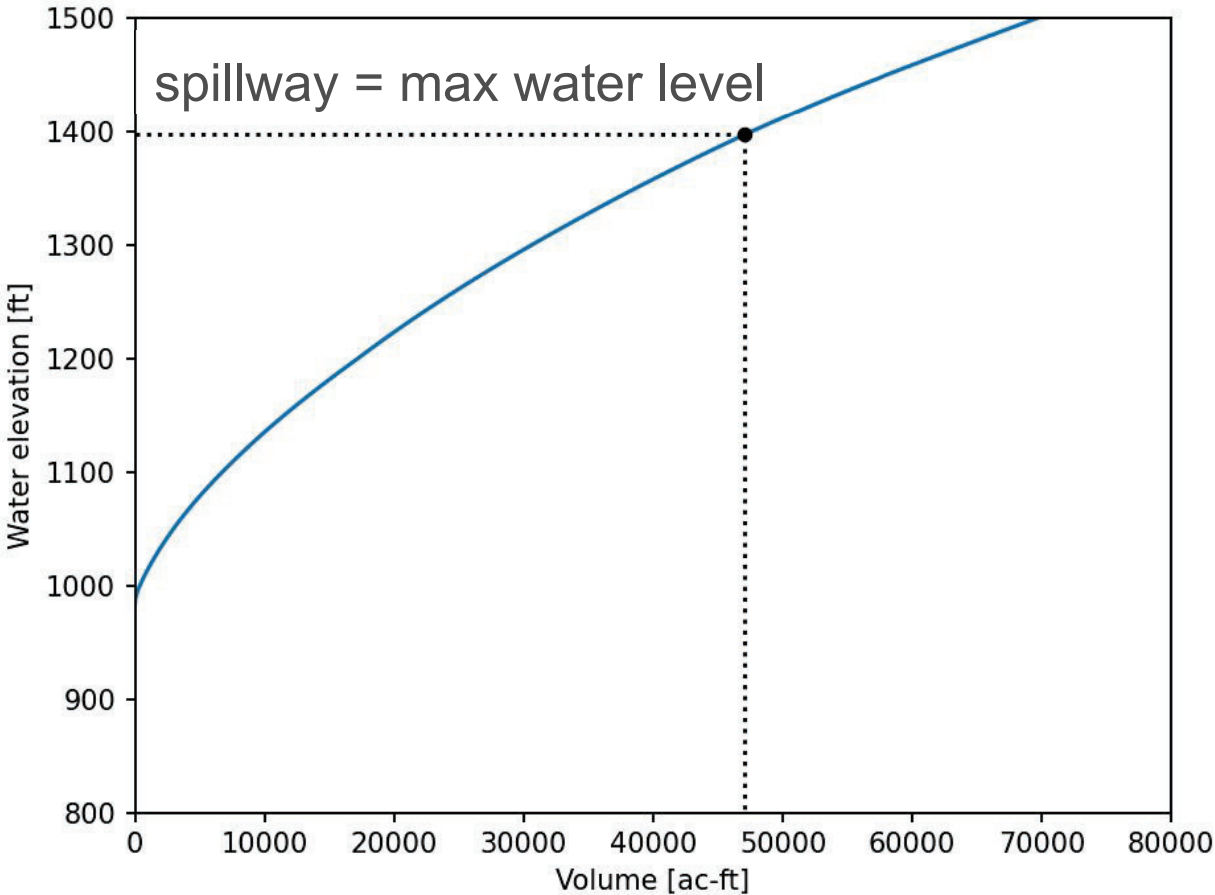
For context, the 2025 flood released about 51000 acre-ft\*

\* >50% of the volume of Mendenhall Lake

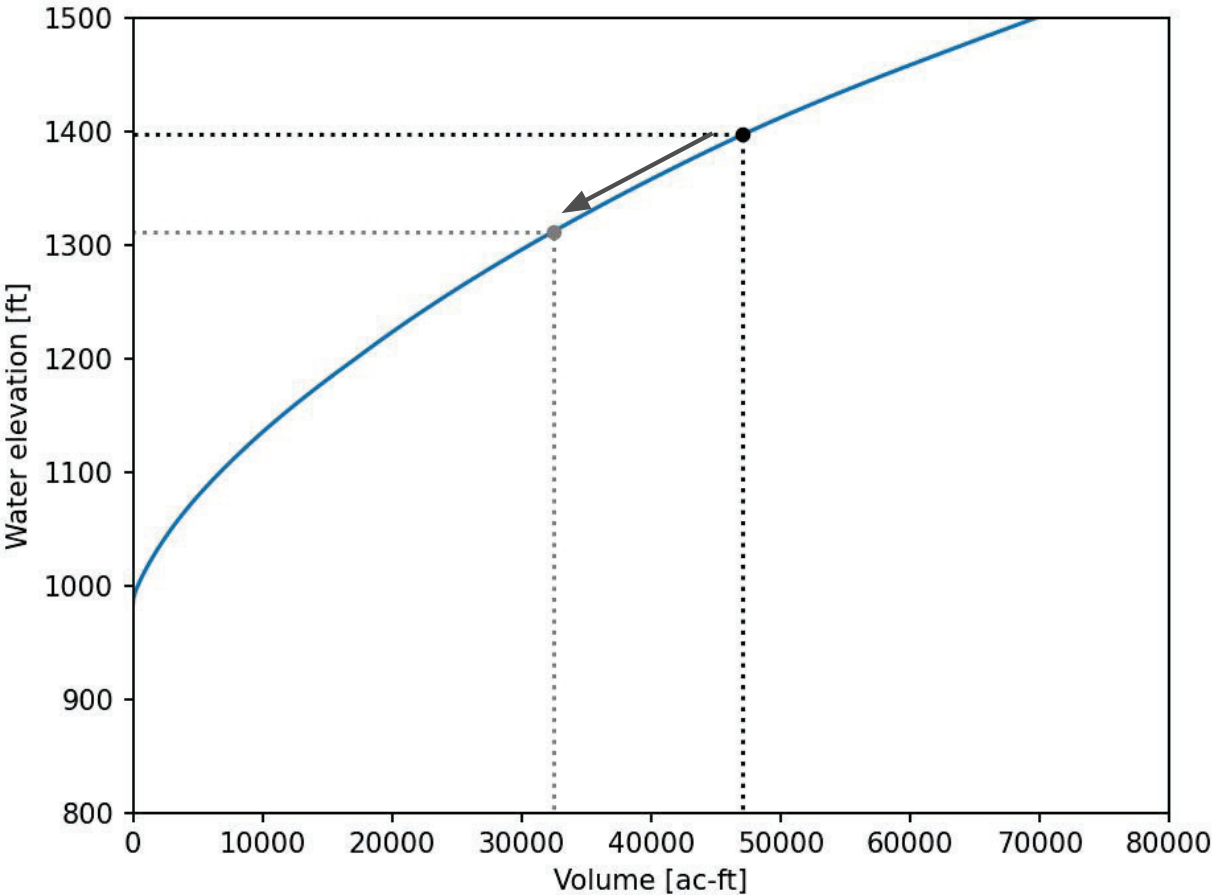
# Elevation-volume curves



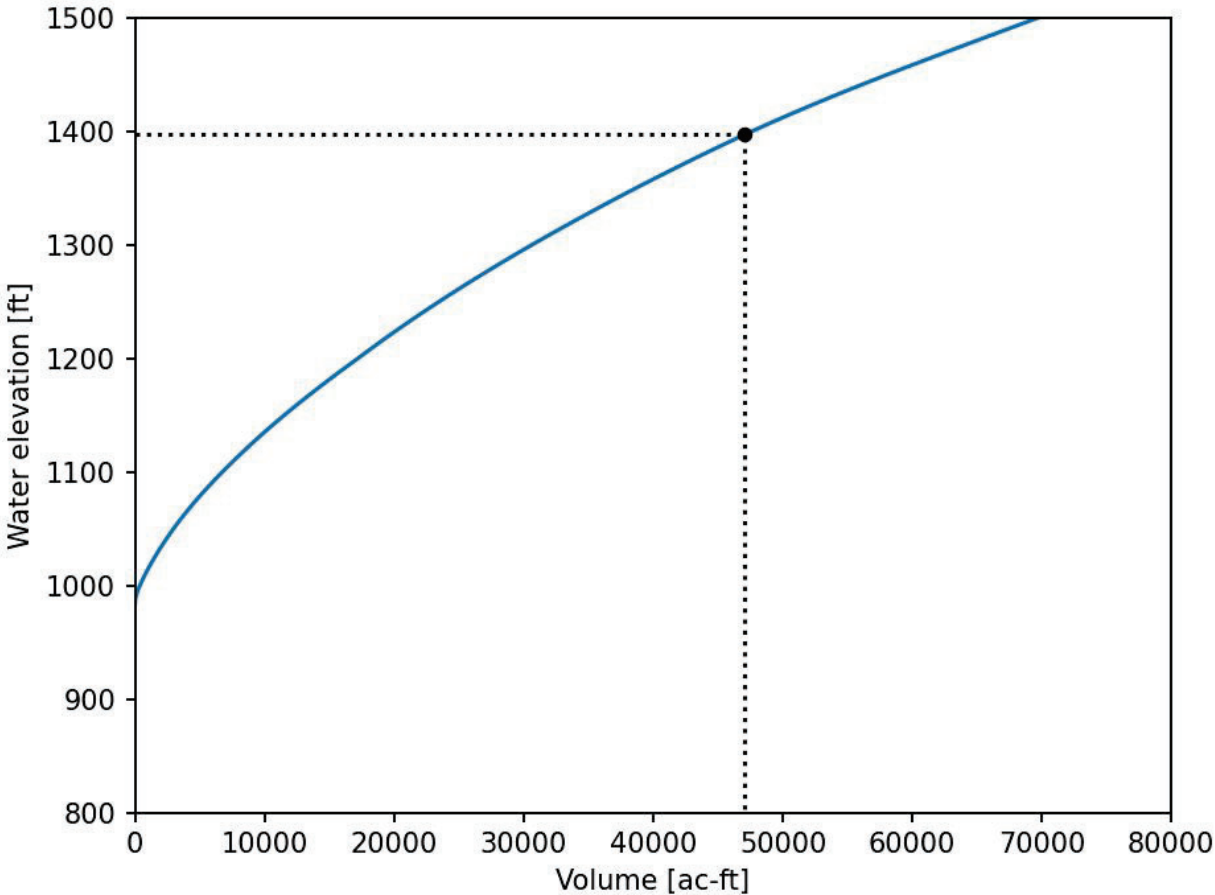
# Elevation-volume curves



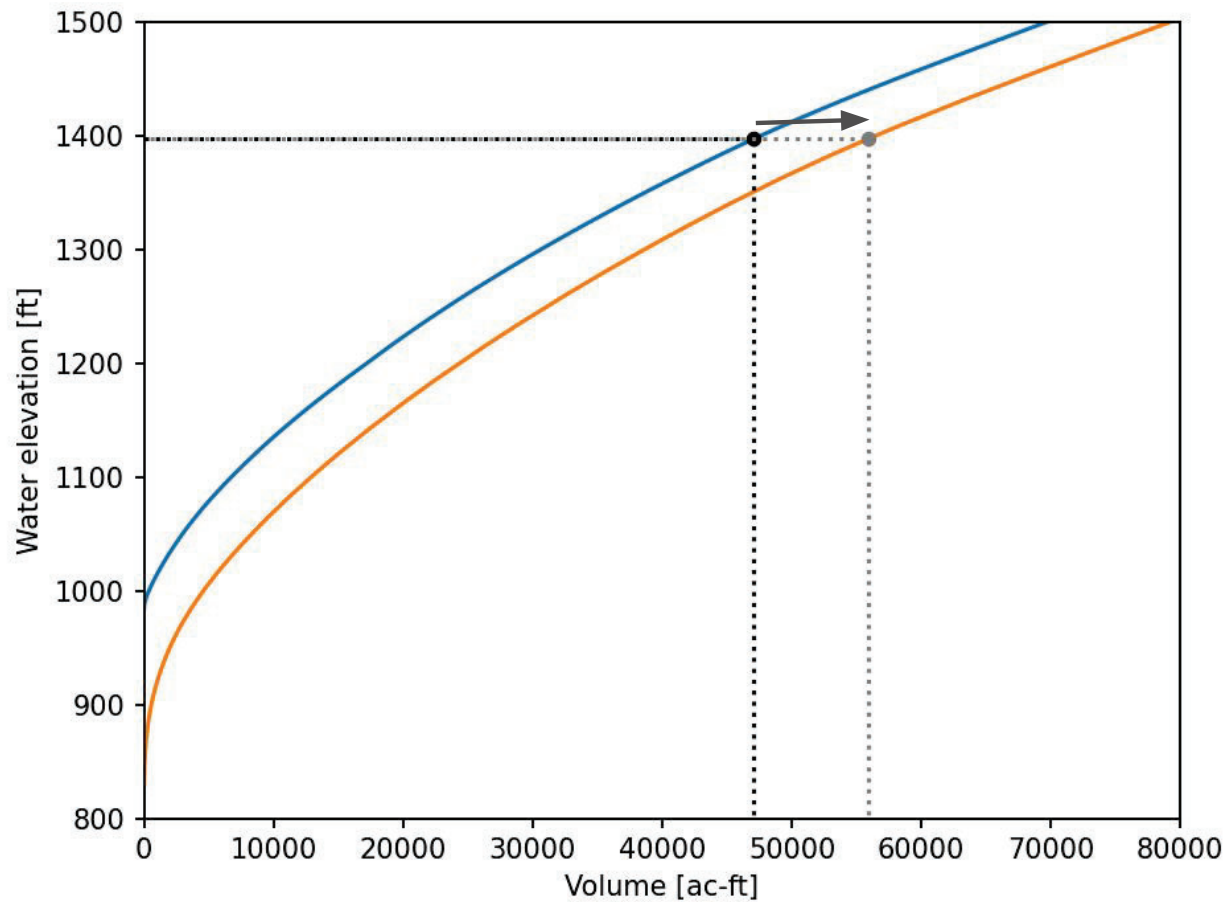
# Ice dam thinning (if no changes in basin geometry)



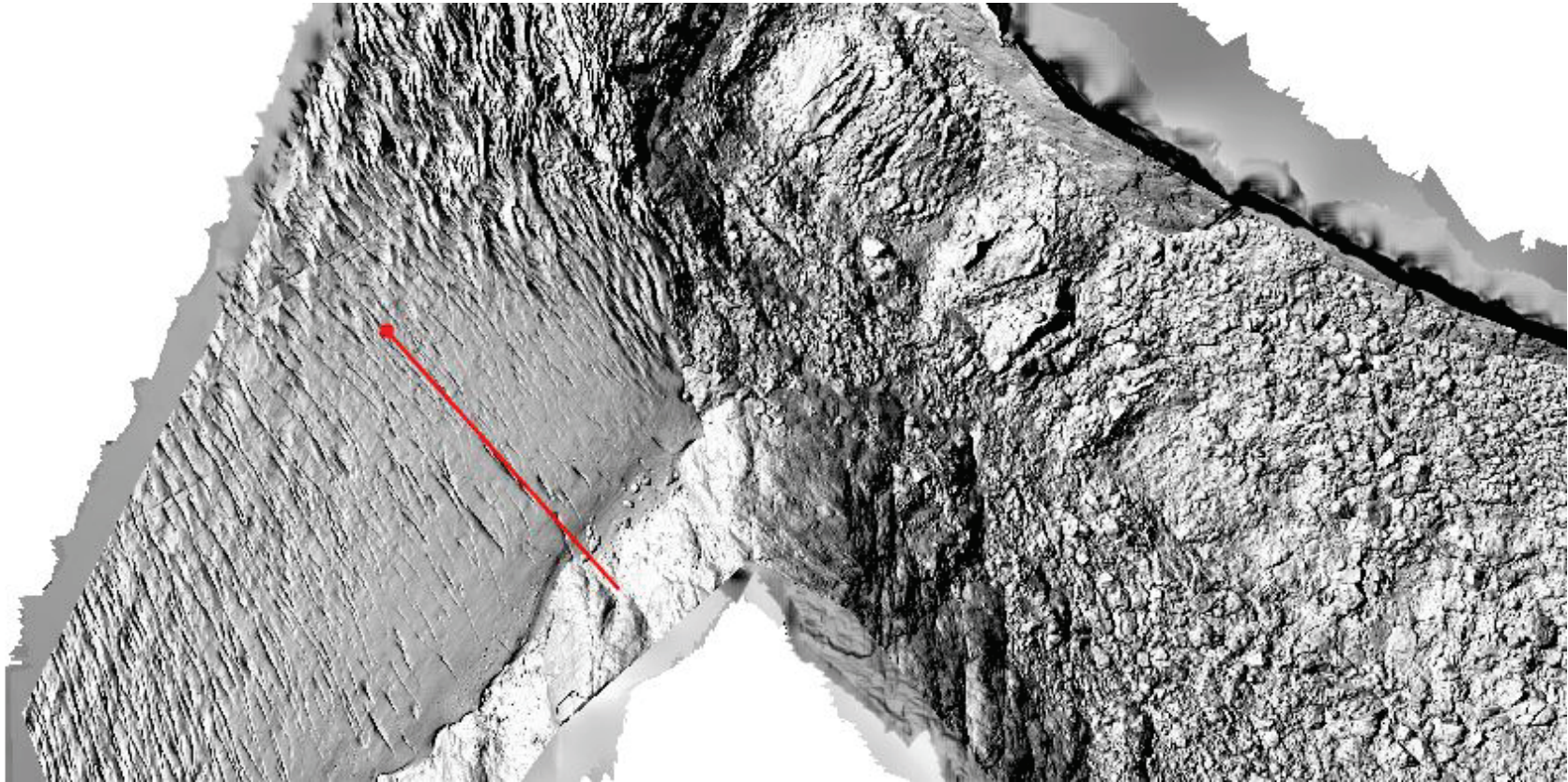
# Elevation-volume curves



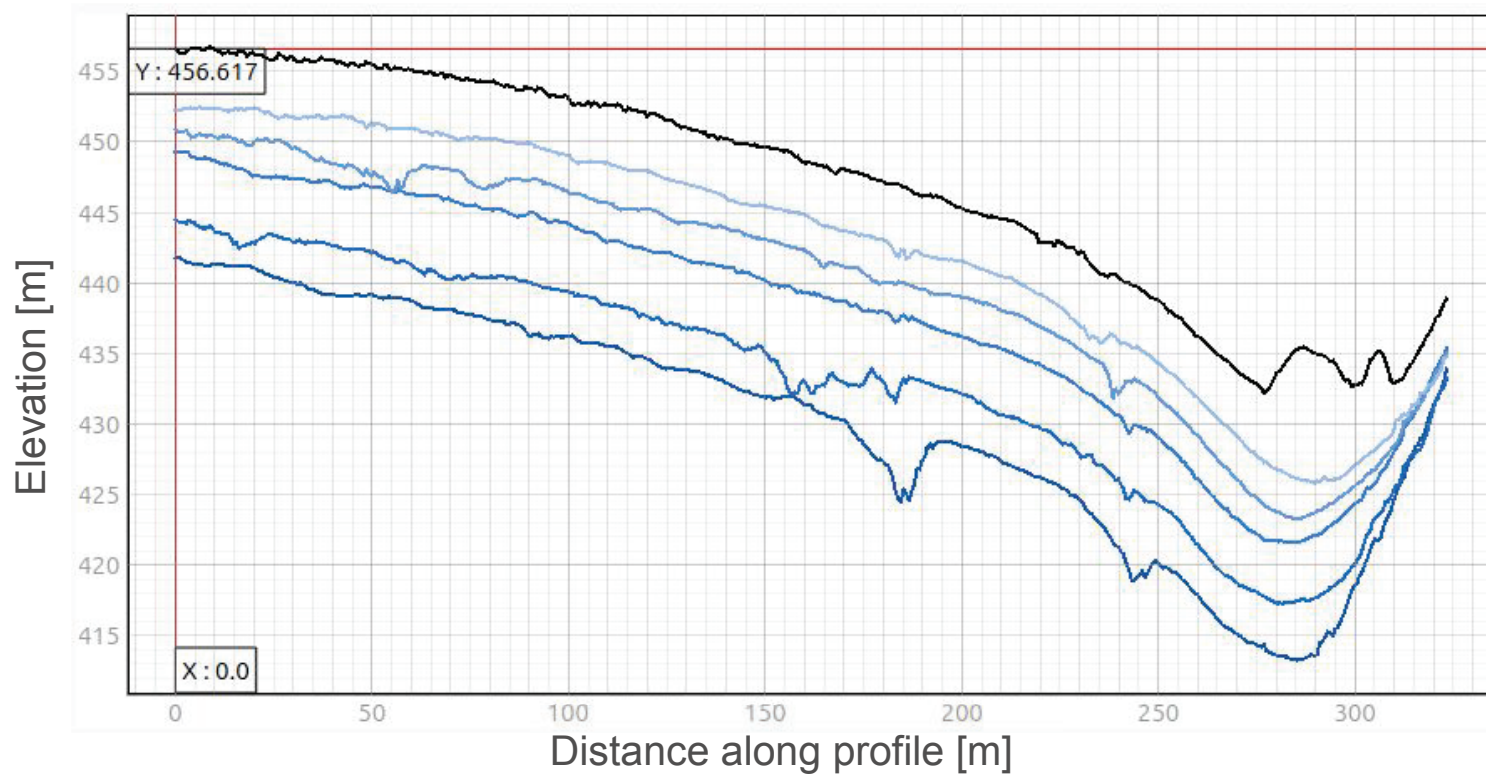
# Changes in basin geometry (with no ice dam thinning)



## Lowering of ice dam



Ice dam thinned 15-20 m from 2020-2025.



Decrease in storage of 8500–11000 acre-ft.

## Iceberg volume decreased 67% from 2020-2025.

Submerged iceberg volume

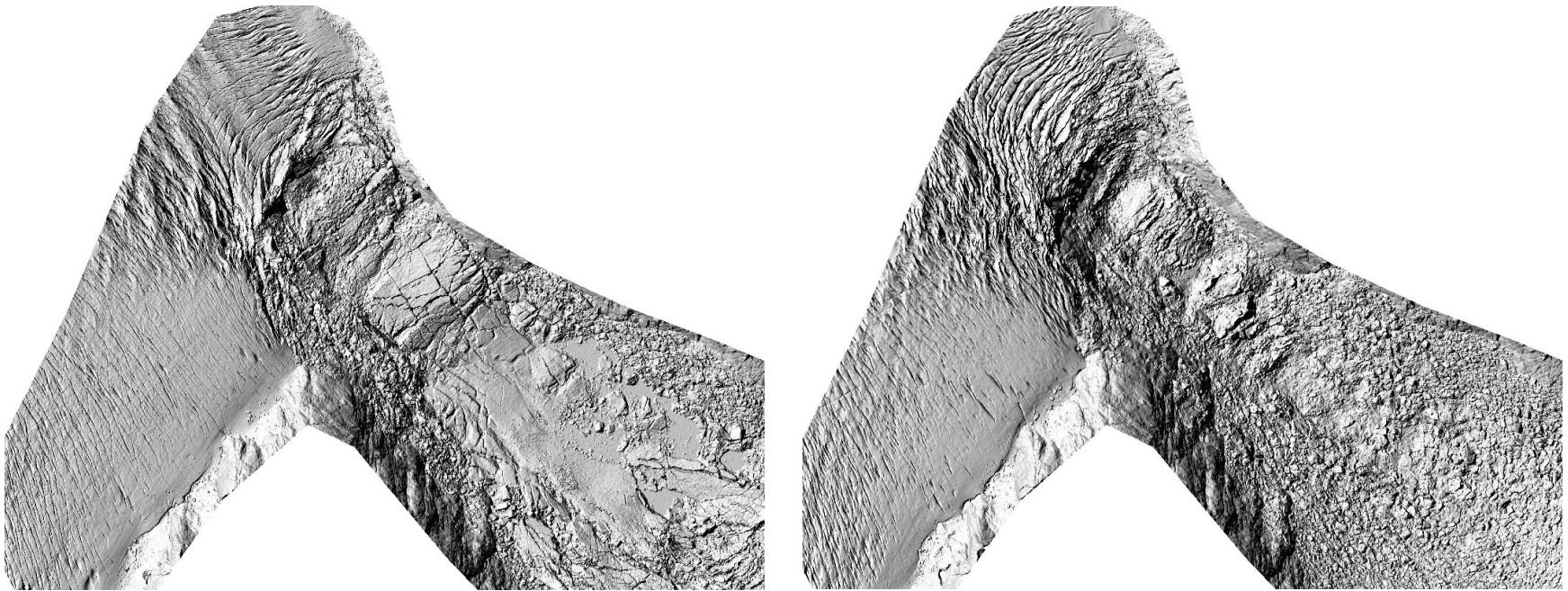
2020:  $22.6 \times 10^6 \text{ m}^3 = 18000 \text{ acre-ft}$

2025:  $7.4 \times 10^6 \text{ m}^3 = 6000 \text{ acre-ft}$

Increase in storage of **12000 acre-ft.**



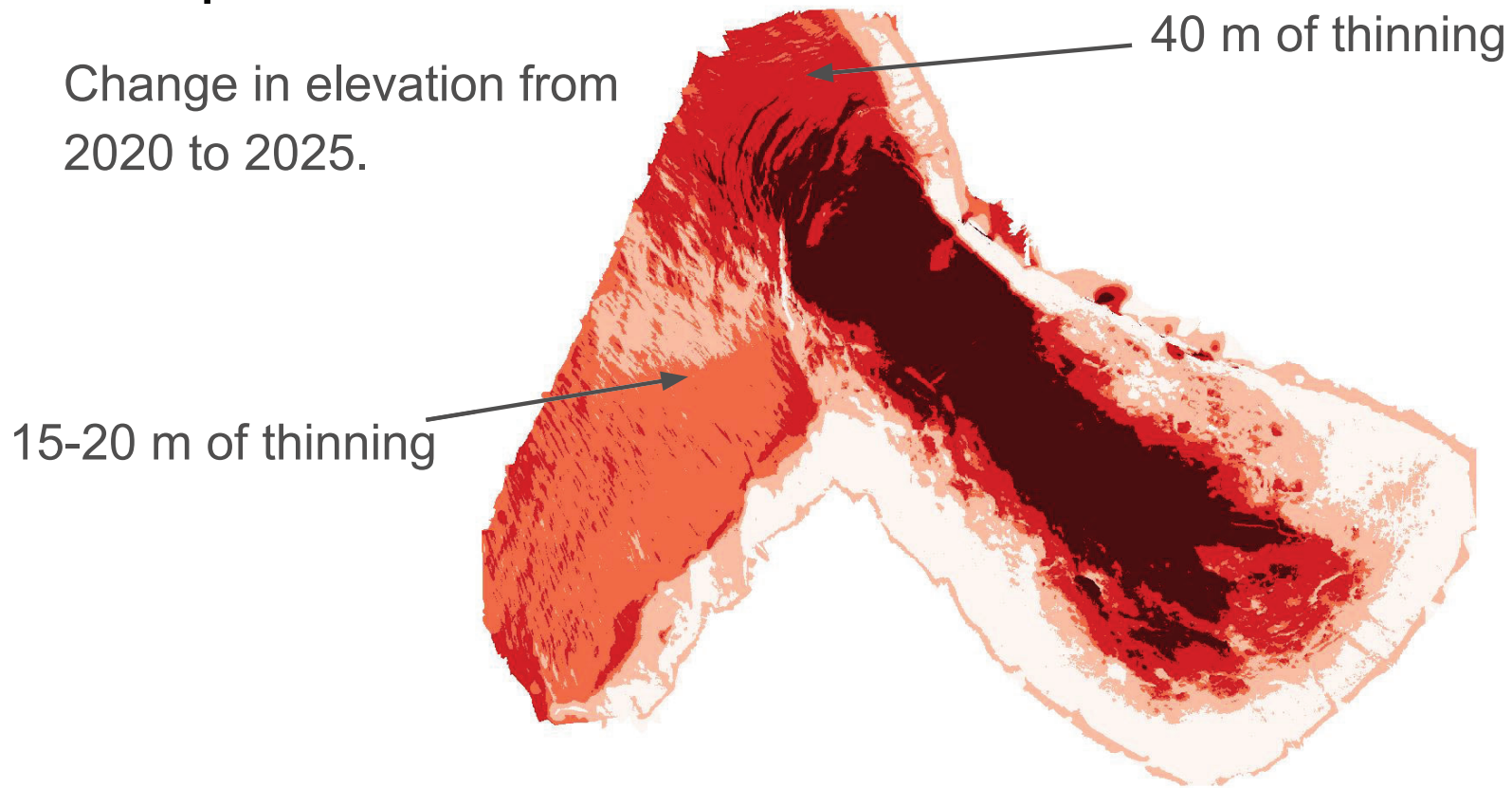
Ice dam retreated 100 m from 2020-2025.



From 2020 to 2025: increase in storage of 6400 acre-ft.

# Basin expansion is the most challenging aspect to quantify and predict.

Change in elevation from 2020 to 2025.



## How is the basin storage capacity changing at present?

change in volume = reduction iceberg volume + basin expansion - ice dam thinning

change in volume from 2020 to 2025 = 7400–9900 acre-ft

2025 flood volume = 51000 acre-ft

Photo by Mike Records, 30 Sept 2025



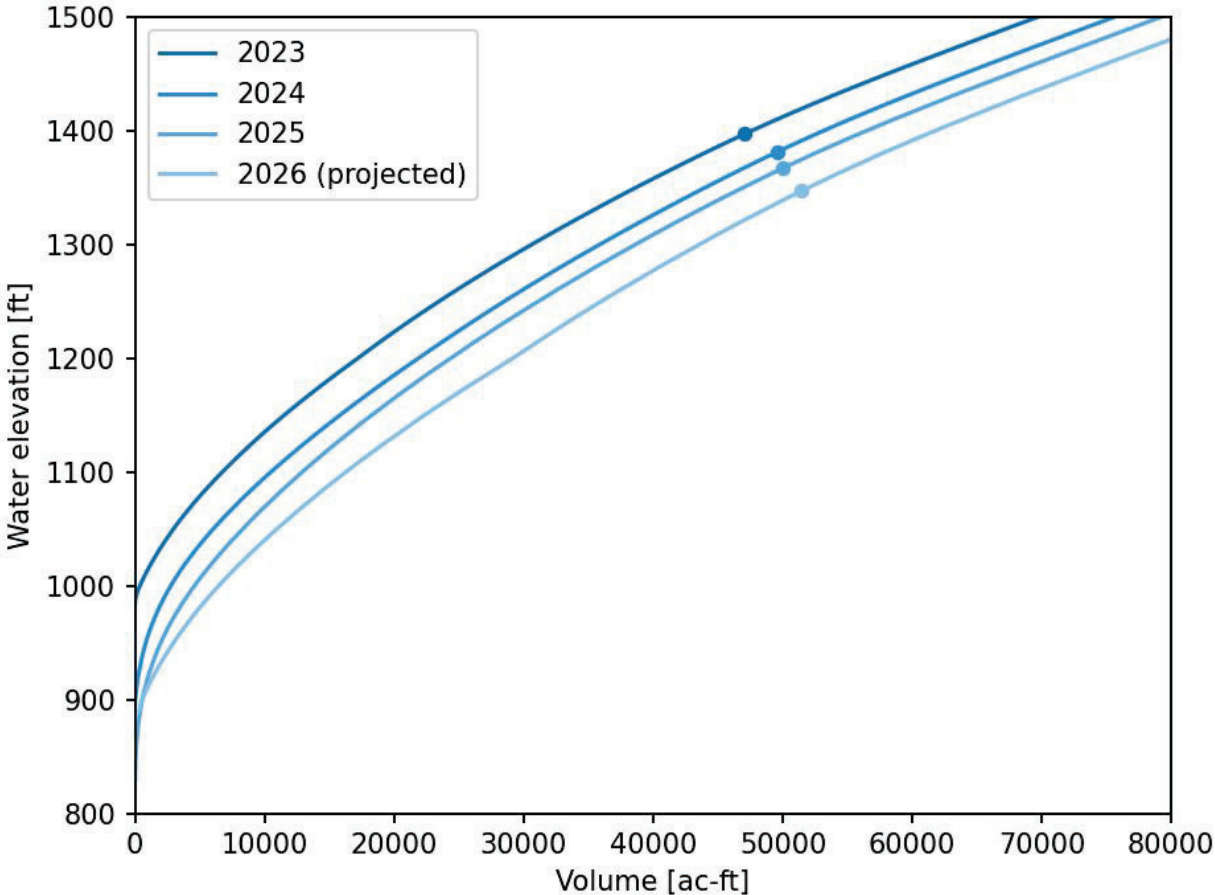
## Less uncertainty when the basin drains completely

From 2024–2025:

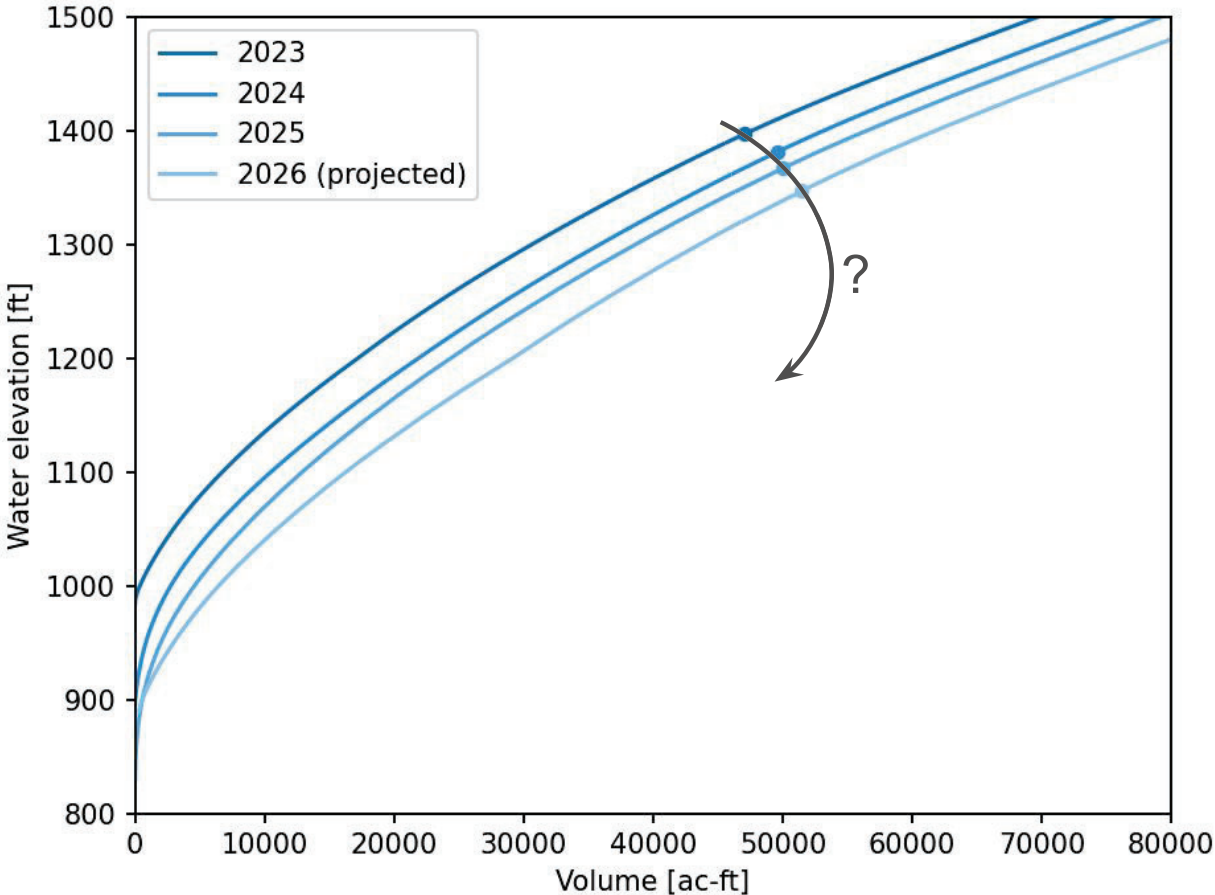
- Storage capacity increased by ~474 ac-ft (1% increase)
- Iceberg volume *increased* by ~135 ac-ft

Basin expansion outpaced ice dam thinning — but barely.

# Observations and 2026 projection



# Observations and 2026 projection



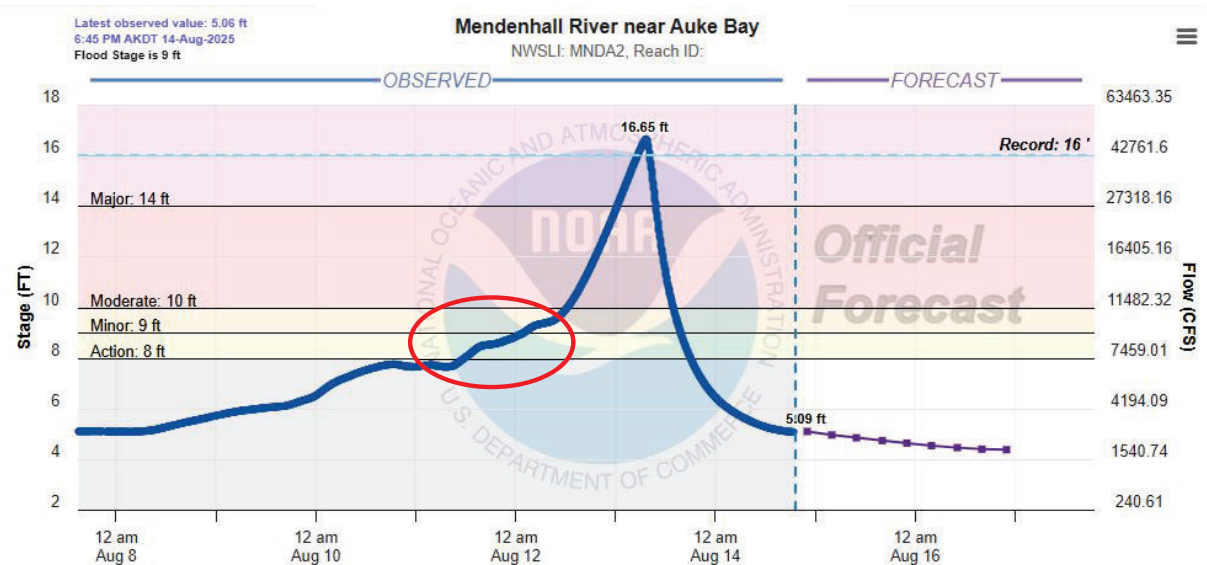
# Forecast and Observations

- Quick review of Aug and Sept GLOF events
- Changes to scenario and official forecasts
- Changes to the observation program

# Event Timeline

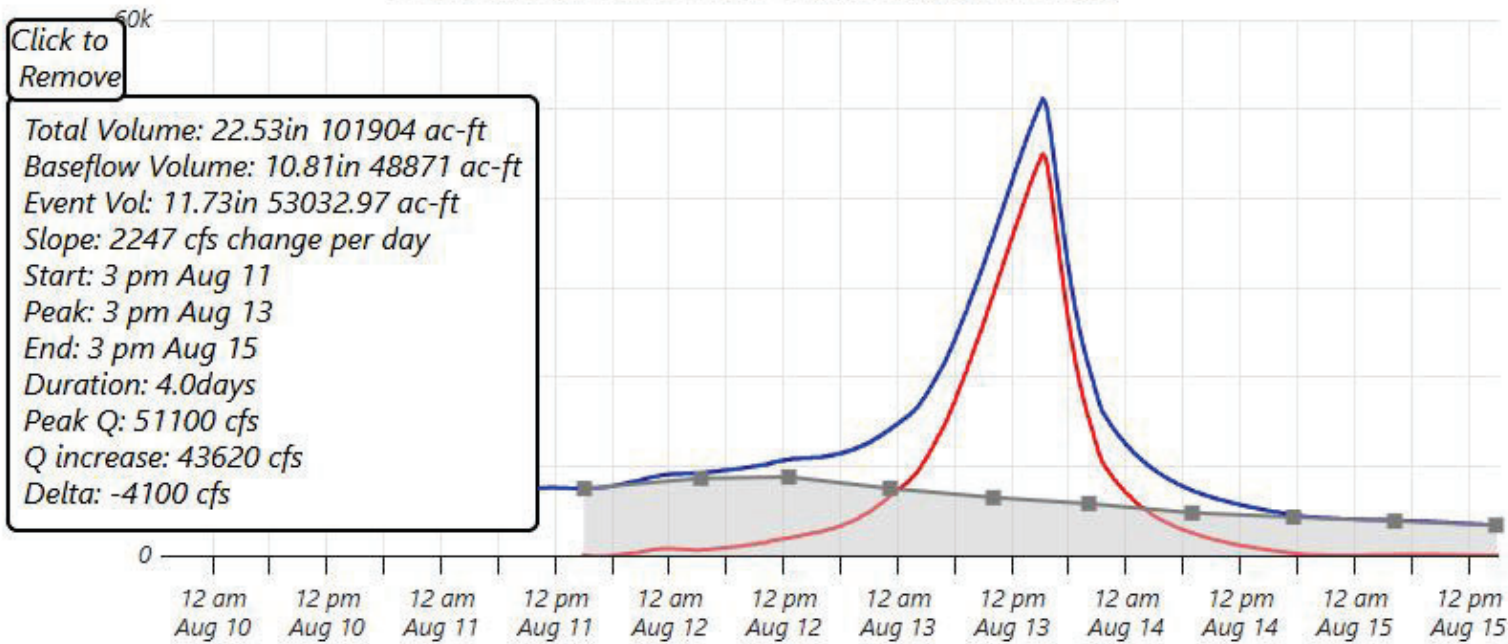
- **650pm Aug 10:** Water began to overtop the Mendenhall Glacier ice dam. **Special Weather Statement issued** with recommendation to begin finishing flood preparations.
- **Aug 11:** Time water begins to drain from Suicide Basin sub-glacially?, estimated from remote camera image and laser data which is the start of the main event. (this was masked by the heavy rain and already high Mendenhall lake labels)
- **923am Aug 12: Flood Warning issued** for a near record crest of *16.25-16.75ft* (previous record 16ft) *around 2pm to 6pm Wednesday.*
- **1230pm Aug 12:** River reaches Moderate Flood Stage of 10ft.
- **629pm Aug 12: Forecast updated** with a new crest time of *approximately 8am to noon Aug 13* same crest range.

- **1225am Aug 13:** River reaches Major Flood Stage of 14ft
- **515am Aug 13:** River surpasses 2024 record level (16ft).
- **715am Aug 13:** River crests at 16.65ft, a *new record.*
- **340pm Aug 13:** River recedes below Minor Flood Stage.



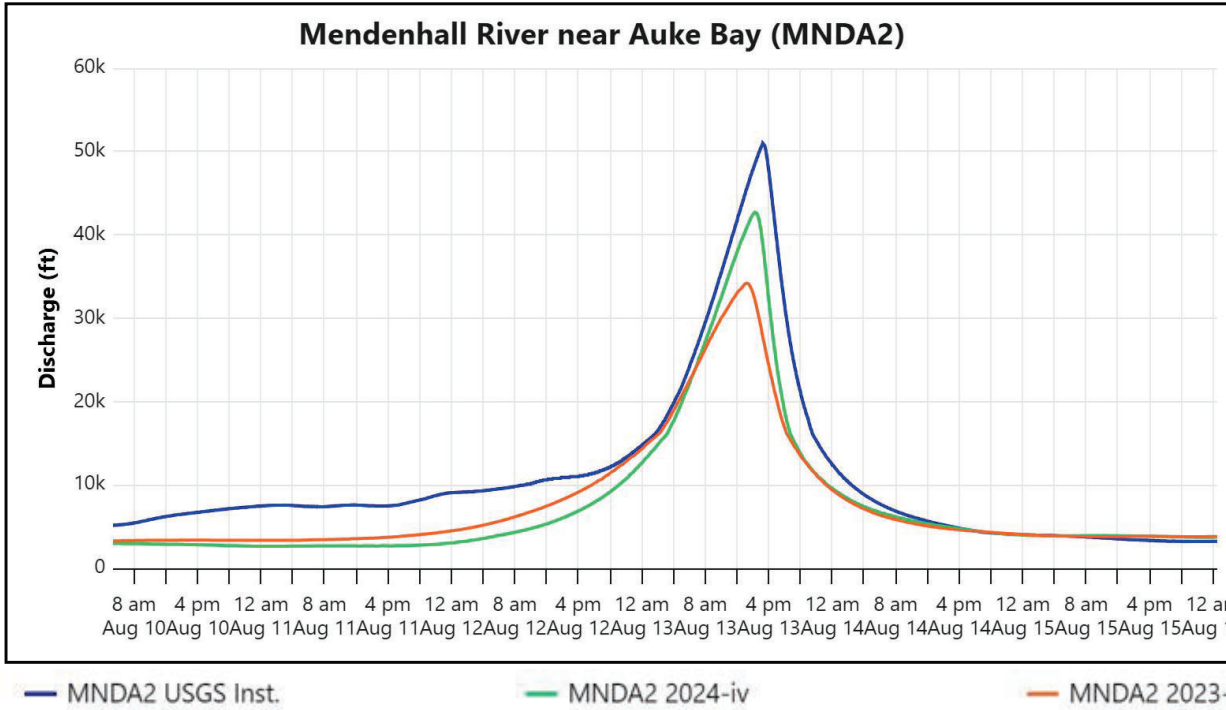
# How NWS takes the rain out of hydrograph??

Mendenhall River near Auke Bay (MNDA2)



Provisional  
USGS data

- Total Streamflow (cfs)
- GDL Event (cfs)
- Baseflow and Rainfall Runoff (cfs)

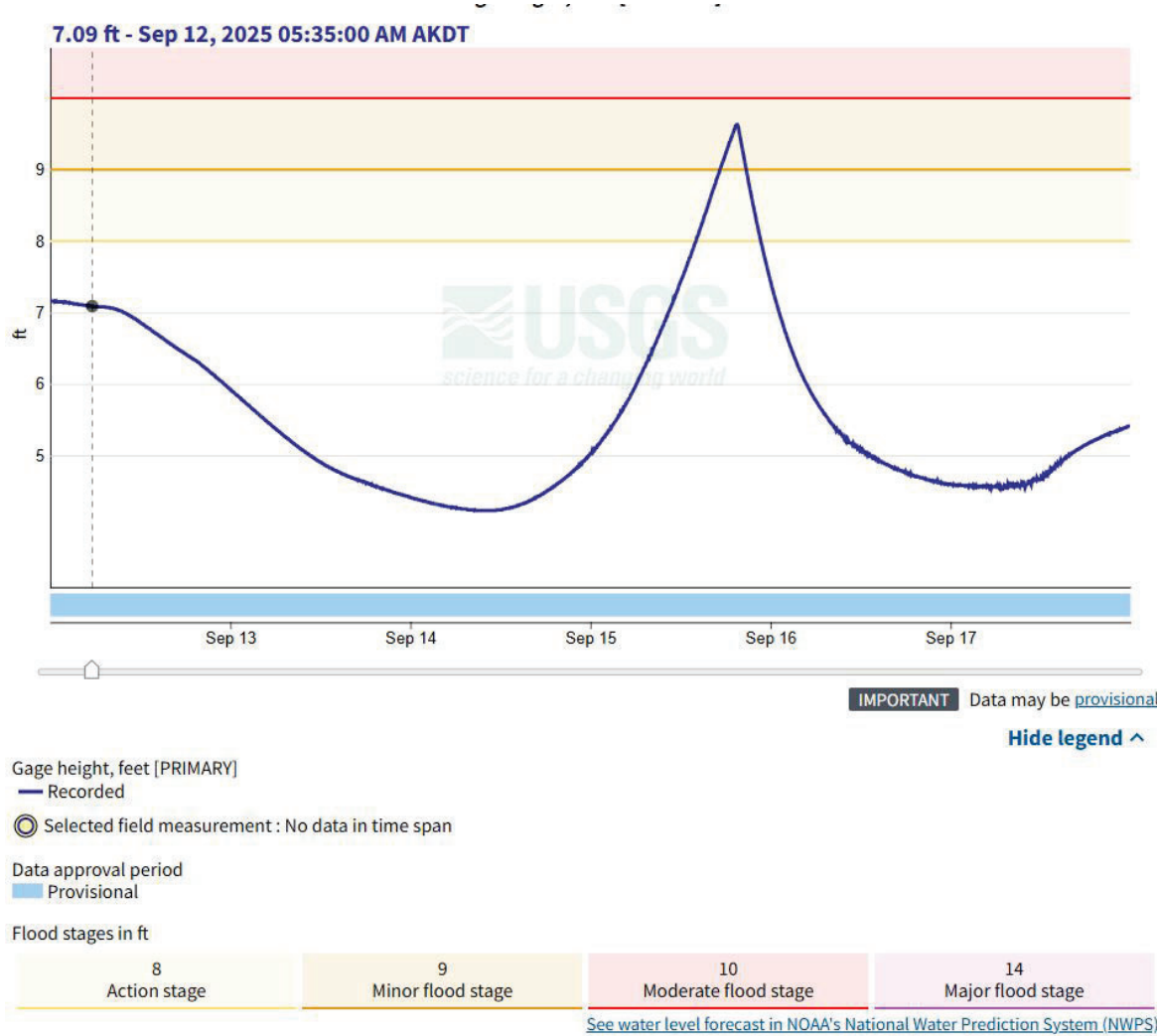


Crest Date	GLOF Volume (ac-ft)	Peak River Flow (ft <sup>3</sup> /s)	River Stage (ft)	GLOF Flow Increase (ft <sup>3</sup> /s)
2025-08-13	51,000 <sup>P</sup>	51,100 <sup>P*</sup>	16.65 <sup>P*</sup>	43,900 <sup>P*</sup>
2024-08-06	46,000	42,700	15.99	39,700
2023-08-05	42,100	26,000	14.97	23,000
2022-10-27	27,000	12,400	8.67	10,500
2021-08-14*	31,500	15,200*	11.56	9,500*
2020-08-01	24,500	15,200*	11.55	11,500*
2018-07-19	17,000	13,600	10.92	9,200
2016-07-16	27,000	16,300	11.99	13,000

\*2025-08-13, 2021-08-14, 2020-08-01 affected by rainfall  
<sup>P</sup> Preliminary subject to change

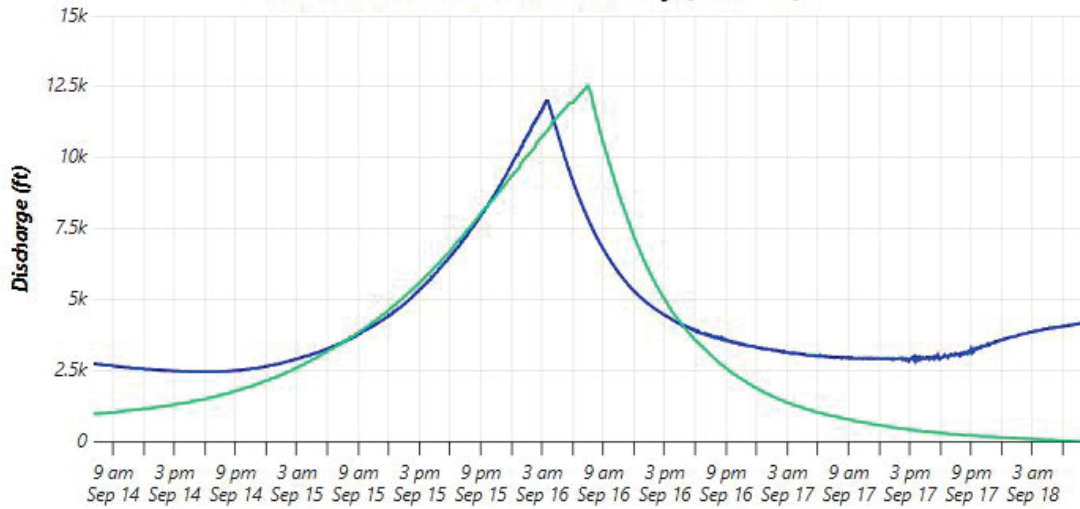
- 2025 Larger than previous GLOFs
- About half of the increase in stage was from higher base flow(runoff from atmospheric river with the other half from basin expansion(lateral, less ice, release more water)
- Vol. estimate very good
- Similar look to graphs
- Increase confidence we are in a new regime (full basin vol releases)
- Actual trigger still a unknown

# Second GLOF from September 15 2025



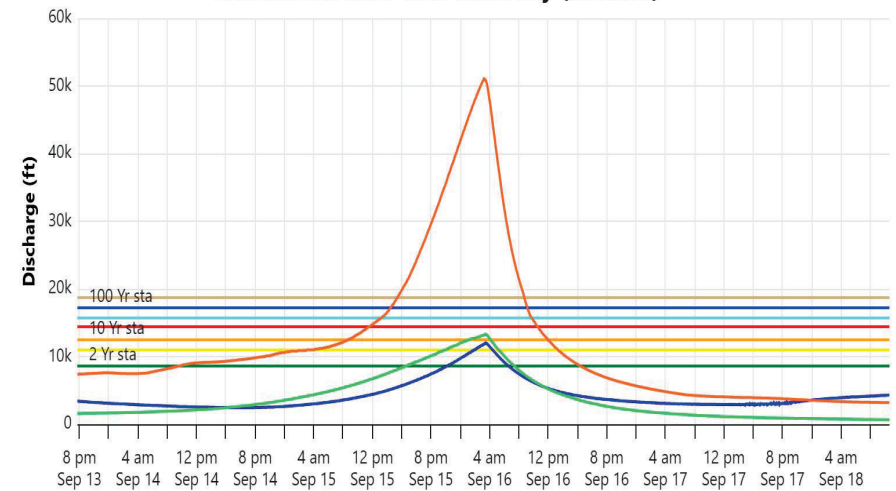
# Comparing second release (2024 green, 2025 Blue)

Mendenhall River near Auke Bay (MNDA2)



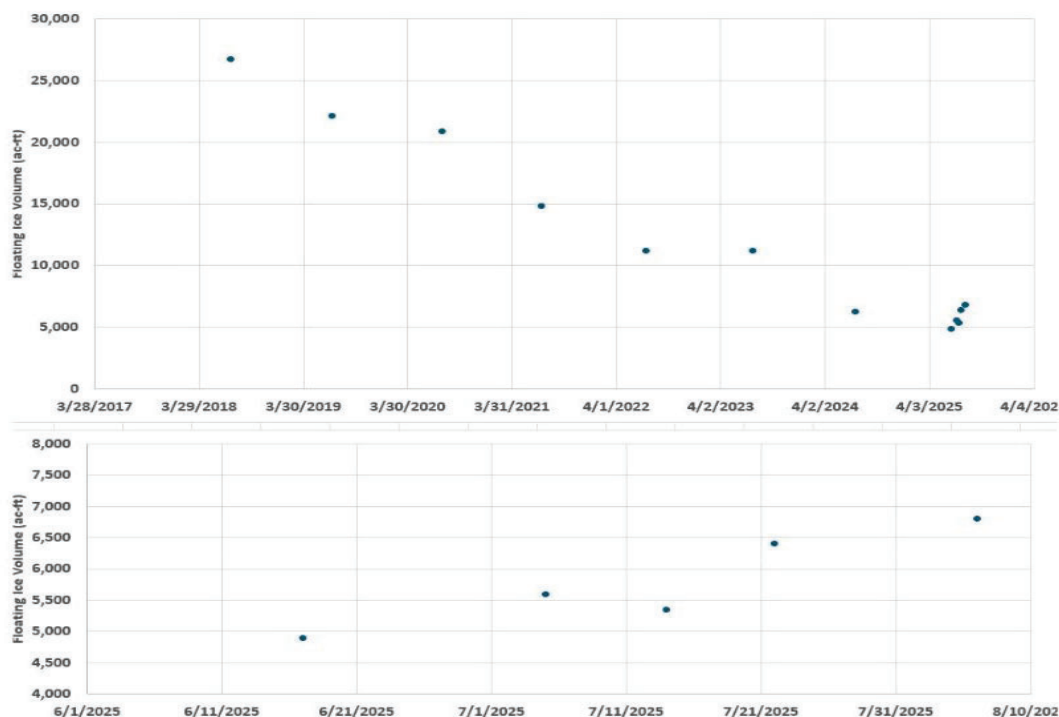
- Similar rates of release
- 2024 was dirty(rainfall)
- 2025 was clean
- Different from the first release
- Forecast peak directly related to amount of basin vol.

Mendenhall River near Auke Bay (MNDA2)



# Changes to the Forecast Scenarios and Official Forecasts

- Will have different forecast scenarios based on fullness of basin, first or second release.
  - This will improve forecast accuracy based on physical conditions of the basin and efficiency of water from basin to lake as seen in historical events.
- Highest confidence in estimated vol. in the basin.
- Not expecting large changes in vol.
  - 1 to 2% expansion per year from lateral but not much from melting ice
  - Maybe reached a point of limiting the ice dam(overflow channel) lowering
  - In season observations very crucial to keep tabs on any non-expected large scale changes (North side of basin expansion)



# Observations (Continuing & Changes)

- Need to keep all USGS monitor equipment up and running.
- Additional laser equipment for redundancy along with improve to work in all weather conditions
  - Most important piece of equipment to monitor before and during event
- Additional camera at the overflow channel
- Additional USGS equipment to monitor upper level of water conditions in the basin to better identify transition from overflow to sub-glacier release
- Continue in season drone monitoring and DEM generation to detect changes in the basin and verify pre season storage estimate.

Thank you





## **SPECIAL ASSEMBLY COMMITTEE OF THE WHOLE WORK SESSION MEETING – MENDENHALL GLACIER LAKE OUTBURST FLOOD (GLOF)**



John Rajek  
Chief of the Geotechnical and  
Engineering Services Branch  
USACE – Alaska District



Daryl Downing  
P.L. 84-99 Program Manager  
USACE – Seattle District

### **USACE Topics:**

- **Technical Report (Rajek)**
- **Public Law 84-99 Advance Measures (Downing)**



# Mendenhall Glacial Lake Outburst Flooding (GLOF) Technical Report Update

## **Purpose:**

To develop a preferred “enduring” flood-control alternative for mitigating Mendenhall GLOF impacts in the Mendenhall Valley

## **Conceptual Flood-Control Alternatives to be Evaluated:**

- Flood-control dam(s)
- Levees or floodwalls
- Bypass channels
- Suicide Basin lake tap
- Infrastructure relocation

## **Objectives:**

- Develop preliminary design of preferred flood-control alternative
- Prepare planning-level cost estimate
- Complete Draft Environmental Assessment

**Target Completion:** May 2026



U.S. ARMY

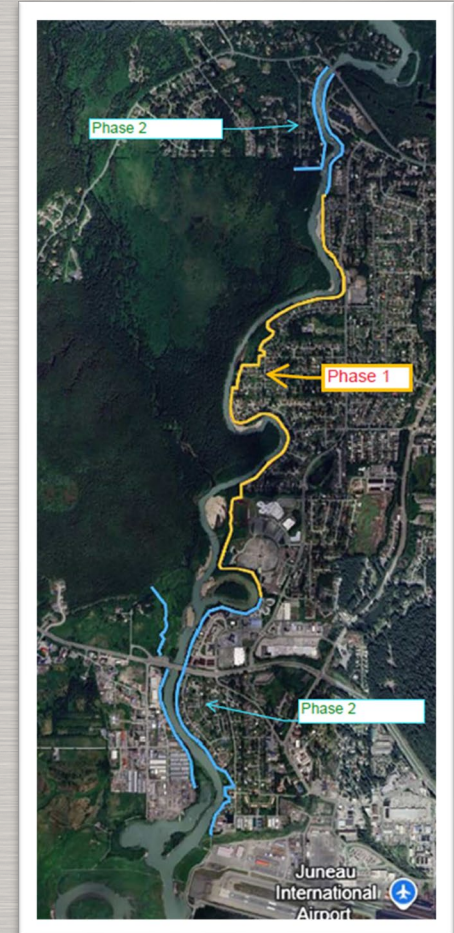


US Army Corps  
of Engineers®



# USACE Public Law 84-99 Introduction

- USACE Public Law 84-99 Advance Measures
  - Imminent threat of unusual flooding
  - Governor’s Request
  - Non-Federal sponsor must commit available resources (labor, supplies, equipment)
  - Benefit Cost Ratio must be greater than 1.
  - Execute a Cooperation Agreement
  - 100% Federally Funded
- USACE support provided to date.
  - March 2025 – Phase 1 Technical Assistance, 37,800 LF of temporary flood barriers, 400 Super Sacks, 112,000 sandbags, Poly sheeting.
  - September 2025 – Phase 2 materials of 46,200 LF of temporary flood barriers
- Upcoming USACE support.
  - Phase 1 Alignment – Technical Assistance for repair and fortification
  - Phase 2 Alignment – Direct Assistance to armor & install temporary flood measures
- Daryl Downing – P.L. 84-99 Program Manager - USACE Seattle District EM Office
  - Supporting Alaska District as the USACE Project Manager for the phase 2 response



U.S. ARMY



US Army Corps  
of Engineers®



# Phase 1 Alignment

- Temporary Flood Measures:
  - USACE support includes:
    - Providing technical assistance
    - Temporary flood barriers (onsite)
    - Super Sacks (onsite)
    - Sandbags (onsite)
  - CBJ is responsible
    - Fortification of barriers and any associated armoring.
    - Provide equipment, material, and labor for repairs, reconstruction, armoring, and improvements
    - Secure rights-of-entry
    - Permitting



Photo 1: Damage caused by a debris strike



Photo 2: Slope armor sloughing down the bank



U.S. ARMY



US Army Corps  
of Engineers®



# Phase 2 Alignment

- Temporary Flood Measures:
  - USACE Support:
    - Design, procure, and install temporary flood protection measures
    - Address any associated site prep for bank armoring, and installation of temporary flood barriers.
    - USACE support provided at 100% Federal cost
    - Multiple types of USACE pumps available to support CBJ during the 2026 GLOF
  - CBJ is responsible for:
    - Provide rights-of-entry
    - Permitting
    - Establish temporary barrier alignment
  - View Drive
    - USACE does not have authority to provide flood protection to individual property owners.
    - USACE's professional judgement is that temporary flood barriers are not a good community solution for View Drive due to soil stability concerns, seepage issues and a pooling effect.



Photo 1: Key location where slope armor will be needed along the riverbank



U.S. ARMY



US Army Corps  
of Engineers®



# EWP Program Property Buyouts

Brett Nelson, State Conservation Engineer  
USDA - Natural Resources Conservation Service, Alaska

# Buyout Structure & Timeline

- **Scope.** 'Buyout' project includes appraisal, environmental due diligence, purchase of the property, demolition, and site restoration.
  - Properties that participate in the program must be deed-restricted in perpetuity.
- **Total Cost.** NRCS estimates that the project will cost ~\$25M with the non-federal cost share at ~\$6M if all properties participate.
  - Project would be managed by CBJ as Sponsor and in accordance with terms of the project agreement.
  - EWP is a reimbursement program but it may be possible to request an advance of funds for actual property purchase price.
- **Timeline.** The project is expected to be completed within one year of the federal EWP funds becoming available in NRCS Alaska accounts. Goal would be to have participating properties acquired before the 2026 GLOF.



# Buyout Cost & Expenses

- **Project Match.** CBJ is required to cover the 25% project match.
  - This is 25% of the eligible actual project costs such as appraisal, acquisition, demolition, etc.
  - There may be additional project costs that are not eligible for federal cost-share such as permitting and O&M.
- **Sourcing Funds.** There are few restrictions on where Sponsor may obtain their 25% cost-share other than it cannot be from another federal source.



# Buyout Cost & Expenses

- **Match Waiver.** CBJ may request a waiver to any EWP program rules including the 25% cost-share.
  - Must submit written request for waiver to NRCS Alaska State Conservationist
  - Request must explicitly state why approval of the waiver request is in the best interest of the Federal government
  - Waiver request should include specific information as to why the waiver is being requested and/or why the waiver is necessary
  - Ideally any waiver requests are submitted to NRCS prior to development of the project agreement. Waiver requests must be submitted prior to signing the project agreement
  - Estimate one week decision timeframe if waiver request is submitted but this may vary



# Property Appraisals

- **Appraisal Date** . Tentatively, the NRCS requires that appraisals be as of the day before the 2024 GLOF event.
  - The NRCS is willing to hear the opinion of CBJ preference regarding appraisals as of 2024 GLOF versus current day.
  - The final decision is made by NRCS State Conversationist.
- **Appraisal Process** . The appraisals will be in accordance with NRCS appraisal specifications including but not limited to compliance with URA and USPAP.



# Property Buyout Participation

- Homeowners' participation in the program is voluntary.
- There are no minimum participation requirements in order to constitute a project. However, the final project must achieve the intended purpose.
- Complications may arise if "minimal impact" properties want to participate in buyout, and "high impact" properties opt out - although this is unlikely.



# Property Buyout Restrictions

- Properties without structures are ineligible for buyout processes unless they meet all four following criteria:
  - i. Contribute to flooding and erosion protection
  - ii. Reduce threats from the watershed impairment
  - iii. Restore the natural environment
  - iv. Are environmentally and economically defensible and technically sound



- Estimated Timeline
  - The View Drive EWP buyout project has been determined eligible and approved for the federal share of funding. It is anticipated the federal EWP funding will be provided to NRCS Alaska shortly after the government shutdown ends assuming adequate funding is available in the national EWP account.
  - Initial draft of project agreement (Statement of Work) has been completed and shared with CBJ. Statement of work will be finalized and ready for signature within a month (likely less) of project funding becoming available.
  - This is an emergency program and it is anticipated that decisions and actions will be timely considering the emergency nature of the program.
  - Execution of the project agreement (signing date) is when the federal project funds become available for actual use in support of program implementation.
  - There are no requirements for when Sponsor funds must be available to prosecute the project work other than it is expected that funds will be available in such a timeframe as to not constrain the project work or schedule.
  - Sponsor and NRCS are expected to proceed as expeditiously as possible with the work with an eye toward project completion within one year of funding becoming available.



## Next Steps

- Is CBJ interested in proceeding with finalizing and signing the Project Agreement?
- What additional information does CBJ need about the EWP Buyout program to inform a decision?



# Non - Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

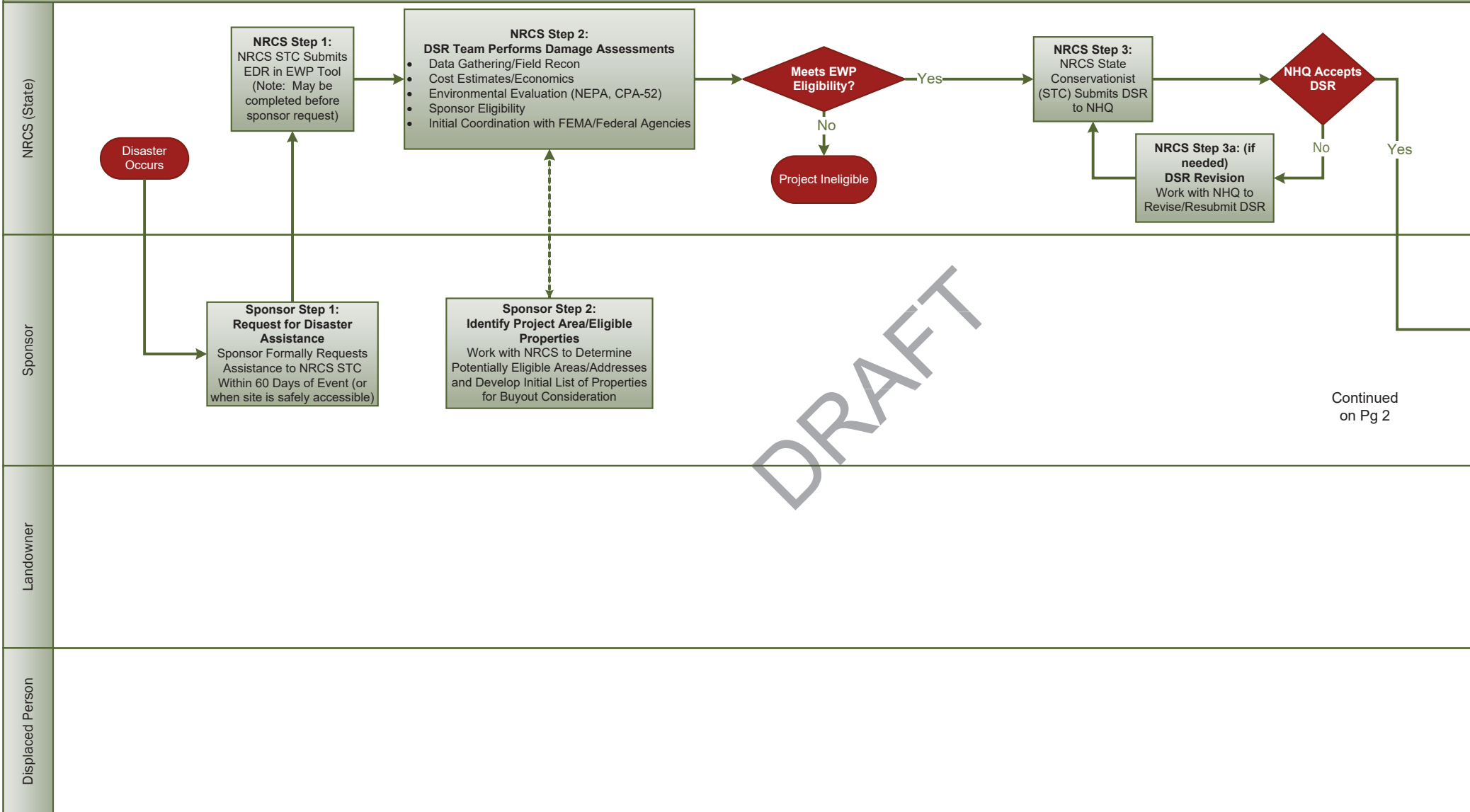
- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Mail Stop 9410  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.

# EWP Program--Buyouts Process Flowchart

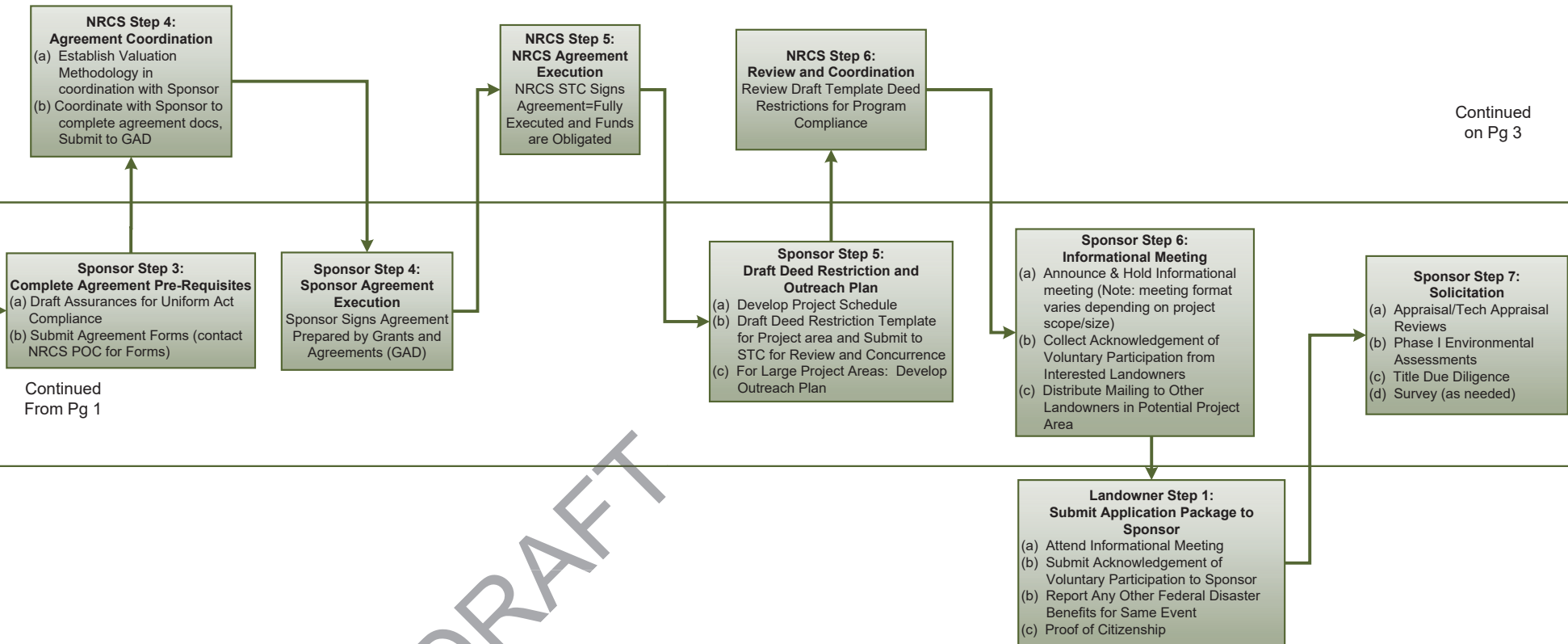
## Phase I: Requesting Disaster Assistance and Submitting the DSR

Page 1



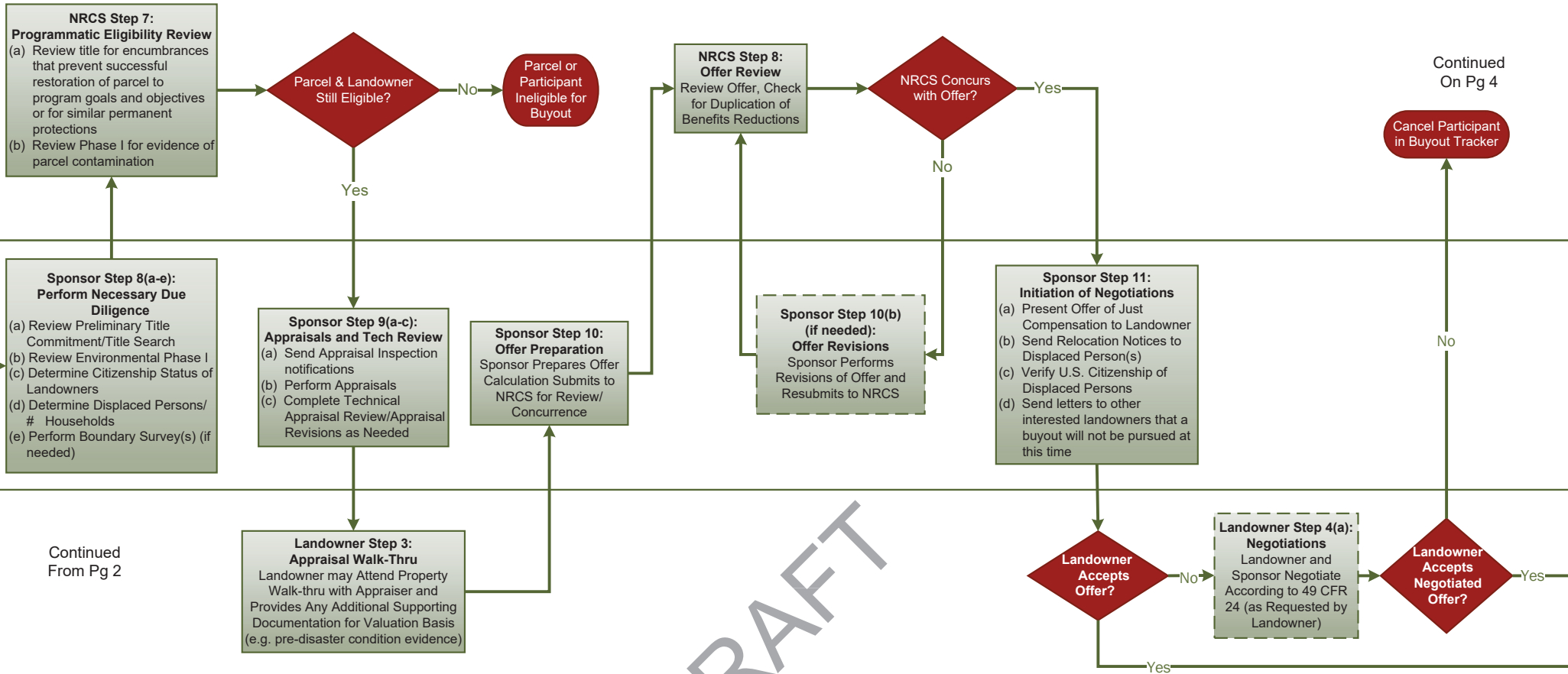
Continued on Pg 2

DRAFT



Phase III: Sponsor Due Diligence, NRCS Programmatic Review, Appraisals and Offer Preparation

Page 3

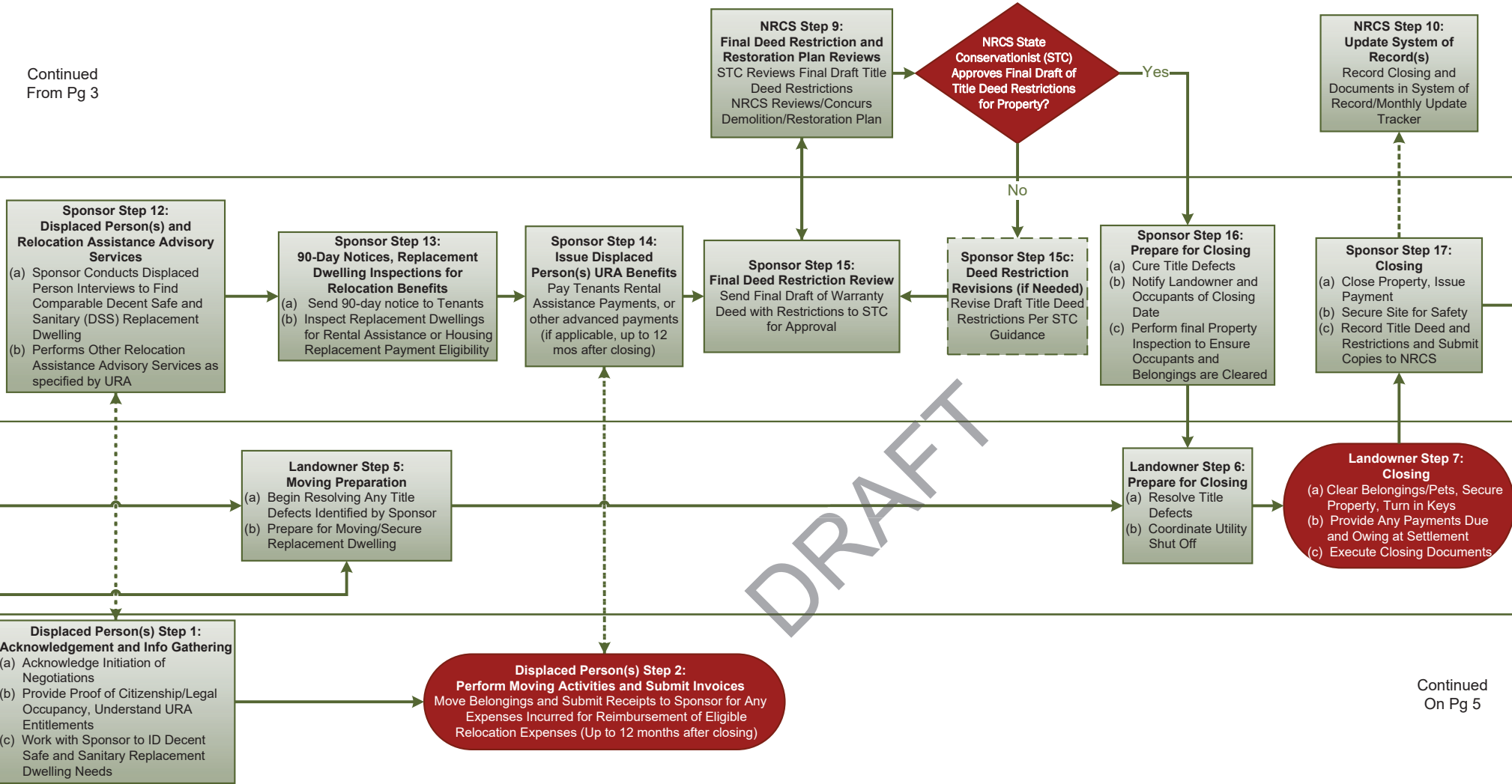


Continued From Pg 2

DRAFT

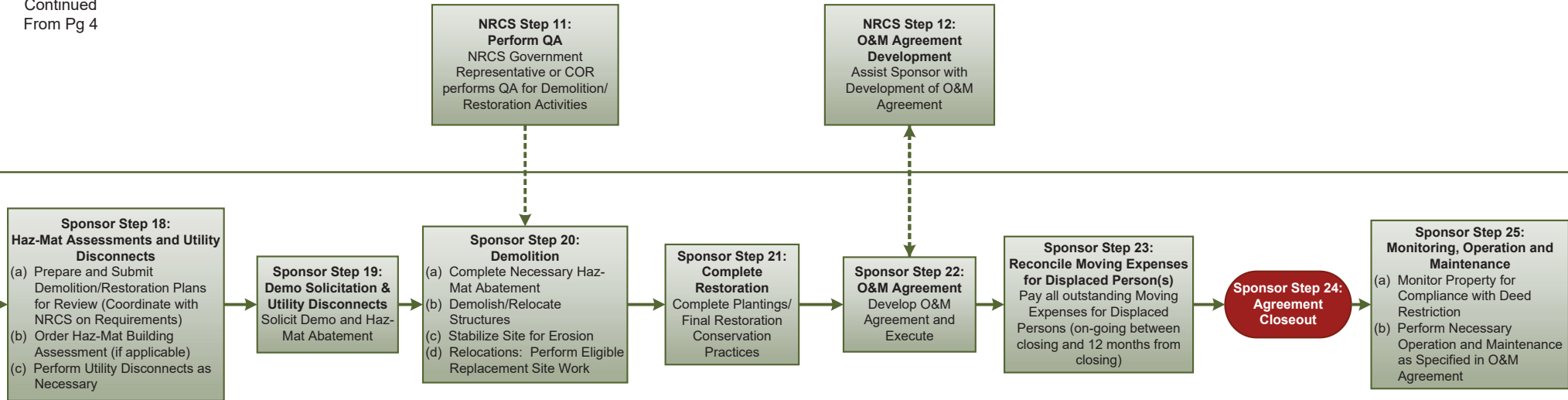
Phase IV: Relocation Assistance and Closing

Continued  
From Pg 3



Continued  
On Pg 5

Continued  
From Pg 4



DRAFT

## Emergency Watershed Protection Program Buyout Process Checklist for Sponsor Use

Phase I: Requesting Disaster Assistance				
Step #	Item	Deliver To	Notes/References	
<input type="checkbox"/>	1	Submit Sponsor Letter of Request for Assistance	NRCS State Conservationist	Must be submitted within 60 days of a diaster or safe access to the site. A link to a EWP Sponsor Request for Assistance template can be found here: <a href="https://www.nrcs.usda.gov/resources/guides-and-instructions/ewp-sponsor-resources">https://www.nrcs.usda.gov/resources/guides-and-instructions/ewp-sponsor-resources</a>
<input type="checkbox"/>	2	Identify project area, provide map/list of potential buyout addresses (if known)	NRCS program POC	Work with NRCS DSR team and POC to determine potentially eligible project areas during DSR field surveys
Phase II: Developing the Cooperative Agreement, Outreach and Project Scoping				
<input type="checkbox"/>	3(a)	Draft Assurances for Uniform Act Compliance	NRCS Program POC	See 49 CFR §24.4(a) for requirements
<input type="checkbox"/>	3(b)	Submit SF424, SF424C, SF424D, Budget Narrative, Applicant Contacts, Lobbying Cert.	NRCS program POC	Ensure SAM registration is current. Go to <a href="http://sam.gov">sam.gov</a> to register/see registration status
<input type="checkbox"/>	4	Sponsor Signs Agreement	NRCS State Conservationist	Agreement is fully executed when NRCS signs. Work started prior to the full execution of an agreement is not eligible for cost-share.
Phase III: Participant Notification of Potential Eligibility, Sponsor Due Diligence and Offer Preparation				
<input type="checkbox"/>	5(a)	Develop Project Schedule	NRCS Program POC	Include tasks and projected delivery date(s)
<input type="checkbox"/>	5(b)	Draft Project Area Deed Restriction Template, submit for NRCS concurrence	NRCS State Conservationist	Consult your NRCS POC for template deed restriction language
<input type="checkbox"/>	5(c)	<b>FOR LARGE PROJECT AREAS ONLY<sup>1</sup></b> : Develop outreach plan	NRCS program POC	Send outreach plan to NRCS including stakeholders invited, agenda, time, location, speakers, method(s) utilized to publicize meeting, etc. Meeting announcements must follow state and local requirements for advanced notice and other public meeting criteria.
<input type="checkbox"/>	6(a)	Announce and Hold Informational Meeting	General Public/Stakeholders in Project Area	
<input type="checkbox"/>	6(b)	Begin Collecting Acknowledgements of Voluntary Participation from Interested / Eligible Landowners	NRCS Program POC	Participant package to include Acknowledgement of Voluntary Participation, proof of U.S. citizenship, proof of other federal disaster assistance received for same event. <sup>2</sup>
<input type="checkbox"/>	6(c)	Distribute Mailing to Other Potentially Eligible Parcels' Landowners	Potentially Eligible Landowners within Project Area	Provide list of addresses sent and copy of letter to NRCS POC
<input type="checkbox"/>	7(a)	Solicit for Appraisals and Appraisal Technical Reviews	Local Contractors/Solicitation Channels	Consult your NRCS POC for template Appraisal Specifications and Statements of Work. Send copy of solicitation package to NRCS POC.
<input type="checkbox"/>	7(b)	Solicit for Phase I Environmental Assessments	Local Contractors/Solicitation Channels	Send copy of solicitation package to NRCS POC
<input type="checkbox"/>	7(c)	Solicit for Title Due Diligence, Escrow/Closing Agent	Local Contractors/Solicitation Channels	Follows typical sponsor processes for property acquisition activities. Submit copy of solicitation package to NRCS POC.
<input type="checkbox"/>	7(d)	Solicit for boundary surveys (as needed)	Local Contractors/Solicitation Channels	Submit copy of solicitation package to NRCS POC
<input type="checkbox"/>	8(a)	Review Title Commitment/Title search and work with landowner to remove necessary title defects	NRCS Program POC	Send copy of title report/commitment/title opinions and any other determinations made by the Sponsor as to suitability of title to NRCS for documentation and filing.
<input type="checkbox"/>	8(b)	Review Environmental Phase I for any findings of environmental contamination that will need remediation prior to closing	Project Stakeholders/Landowners/ Tenants/Neighbors	Send copy of executive summary and any other pertinent information to NRCS for file documentation. If parcel was remediated, send proof of remediation including any certifications from environmental professionals.
<input type="checkbox"/>	8(c)	Determine Citizenship Status of Landowners that submit signed Acknowledgement of Voluntary Participation	NRCS POC	Must be a U.S. citizen for buyout eligibility or to receive monetary displaced person benefits.
<input type="checkbox"/>	8(d)	Determine displaced persons and their citizenship statuses	NRCS POC	Must be a U.S. citizen for buyout eligibility or to receive monetary displaced person benefits.
<input type="checkbox"/>	8(e)	Perform boundary survey(s) as needed	NRCS POC	Deliver any boundary survey maps or electronic files, GIS shapefiles, etc. to NRCS POC.
<input type="checkbox"/>	9(a)	Send Appraisal Inspection Invitation/Notifications to Voluntary Applicants	Voluntary Landowner Participants	See 49 CFR §24.102(c)(1) for requirements on appraisal notifications and 49 CFR §24.5, Manner of Notices. Contact your local NRCS POC for instructions on submitting electronic delivery notice methods and proposals.
<input type="checkbox"/>	9(b)	Complete Appraisal(s)	NRCS program POC	See 49 CFR §§24.101-103. See NRCS for Statement of Work and Specifications.

	Step #	Item	Deliver To	Notes/References
<input type="checkbox"/>	9(c)	Complete Technical Appraisal Reviews and Appraisal Revisions (as Necessary)	NRCS program POC	See 49 CFR §24.104
<input type="checkbox"/>	10	Sponsor prepares Offer of Just Compensation	NRCS program POC	See URA 49 CFR §24.102(d), §24.104(b). Must factor in any duplication of benefits received by applicants for same disaster and intended purpose from other Federal sources.
<input type="checkbox"/>	10(b)	If needed: Revise Offer Calculation per NRCS Guidance.	NRCS Program POC	See also 49 CFR §24.104.
<input type="checkbox"/>	11(a)	Present Offer of Just Compensation to Landowner, Commence Initiation of Negotiations	Landowner Participant/Copy to NRCS program POC	See 49 CFR §24.102(f) and appendix a, Section 24.102(f) for instructions on proper disclosure of Offer of Just Compensation. See §24.2 for a definition of Initiation of Negotiations.
<input type="checkbox"/>	11(b)	Send Notices of Eligibility for Relocation Assistance	Displaced Person(s)	See 49 CFR §24.203(b) and §24.5 on manner of notices.
<input type="checkbox"/>	11(c)	Verify U.S. Citizenship status/Legal Occupancy Status of Displaced Person(s)	Displaced Person(s)	Must be a U.S. citizen for buyout eligibility or to receive monetary displaced person benefits. Send proof of citizenship (do not include SSNs) of participating landowners and tenants/displaced persons (if known) via secure means.
<input type="checkbox"/>	11(d)	Send notices to properties that will not receive a buyout offer letter	Parcels/Landowners where Buyout will not be pursued	
<b>Phase IV: Relocation Assistance and Closing</b>				
<input type="checkbox"/>	12(a)	Conduct Displaced Person Interviews to Find Comparable Decent Safe and Sanitary Replacement Dwelling(s)	Displaced Person(s)	See 49 CFR §24.204.
<input type="checkbox"/>	12(b)	Perform other relocation assistance advisory services to displaced persons and area stakeholders as necessary	Displaced Person(s)/Impacted Neighbor	See 49 CFR §24.205.
<input type="checkbox"/>	13(a)	Send 90-day Notices to Tenants/Displaced Person(s)	Displaced Person(s)/Tenants	See 49 CFR 24.2 for definition of "Displaced Person", 49 CFR §24.5 for manner of notices and 49 CFR §24.203(c) for requirements on 90-day notices.
<input type="checkbox"/>	13(b)	Perform inspection of replacement decent safe and sanitary dwelling to determine eligibility for replacement housing/downpayment assistance payments.	Displaced Person(s)	See 49 CFR §§24.203(c)(2)(ii)(C)-E.
<input type="checkbox"/>	14	Advance payment to displaced persons for replacement housing/downpayment assistance payments or other eligible moving expenses.	Displaced Person(s)	See 49 CFR 24.2 for definition of "Displaced Person" and 49 CFR §24.402 for replacement housing payment guidance. Moving expenses can be paid up to 12 months after closing with supporting documentation.
<input type="checkbox"/>	15(a)	Send Final Draft of Warranty Deed with Address and Deed Restrictions for Concurrence	State Conservationist	Must send at least 10 business days prior to closing.
<input type="checkbox"/>	15(c)	Address any revision requests for deed restriction	NRCS POC	
<input type="checkbox"/>	16(a)	Cure Title Defects Necessary to Clear Title and Secure Warranty Deed.		NRCS is not responsible for payment of any liens, mortgages, judgments, taxes, utilities due and owing, or payment to remove existing encumbrances found on the title. NRCS may reimburse the sponsor the cost-share portion of the cost of any title searches/commitments/opinions/ policies or legal fees associated with recordation and closing of the property.
<input type="checkbox"/>	16(b)	Notify Occupants of closing date and ensure they will be moved and belongings cleared from residence by date specified.	Landowner/Occupants	
<input type="checkbox"/>	16(c)	Perform final walk-thru to ensure occupants and belongings are cleared from property		
<input type="checkbox"/>	17(a)	Close Property, Issue Payment	Landowner	
<input type="checkbox"/>	17(b)	Secure Site for Safety		Lock doors, windows, garage doors, safety fencing as necessary.
<input type="checkbox"/>	17(c)	Record Title Deed and Restrictions	NRCS POC	Restriction must be appended to Warranty Deed and both must be recorded within 7 days of closing.
<input type="checkbox"/>	18(a)	Order Hazardous Materials Building Assessment(s)	Solicitation to Certified Professional Send Summary Report to NRCS POC	

Phase V: Demolition/Relocation, Restoration, O&M				
	Step #	Item	Deliver To	Notes/References
<input type="checkbox"/>	18(b)	Coordinate Utility Disconnects, send disconnect notices/certifications to NRCS	NRCS POC	
<input type="checkbox"/>	18(c)	Submit Demolition/Restoration Plans for Review and Concurrence	NRCS POC	Demolition and restoration plan may require separate planning efforts depending on the site complexity. Restoration planning may come later in the process. Consult NRCS POC for available practice standards, specifications, job sheets, implementation requirements or other available references and requirements.
<input type="checkbox"/>	19	Solicit Demolition and Hazardous Material Abatement (if needed)	Send Solicitation to: Local Solicitation Outlets Send copy to: NRCS POC	Follow local and state rules for solicitation announcements.
<input type="checkbox"/>	20(a)	Complete Haz-Mat Abatement	NRCS POC	Follow local, state and federal requirements for abatement of haz-mat including ensuring individuals performing activities are certified to do so. Provide evidence of abatement to NRCS POC.
<input type="checkbox"/>	20(b)	Demolish/Relocate Structures		
<input type="checkbox"/>	20(c)	Stabilize Site for Erosion		See demo/restoration plan for erosion and sediment control plan.
<input type="checkbox"/>	20(d)	For Relocations: Perform Eligible Replacement Site Work		See URA 49 CFR §§24.301(g)(9)-(10).
<input type="checkbox"/>	21	Complete Plantings/Final Restoration Practices		Refer to prior approved restoration/planting plan.
<input type="checkbox"/>	22	Develop O&M Agreement and plan in Coordination with NRCS and Execute Agreement	NRCS POC	
<input type="checkbox"/>	23	Reconcile any remaining moving expenses for displaced persons within 12 months of closing	Displaced Person(s)	See Subpart D, URA 49 CFR 24.301
<input type="checkbox"/>	24	Perform Agreement Closeout Activities		See below under "Other"
<input type="checkbox"/>	25	Monitor property for deed restriction violations, enforce any deed restriction violations, continue to operate and maintain property in accordance with O&M Agreement.		Refer to Operation and Maintenance Agreement developed in step 22

**Other: Advance Payment/Reimbursement Requests, Agreement Reporting and Closeout Procedures**

	Item	Timing	Notes/References
<input type="checkbox"/>	Financial Report (SF-425) & Performance Report	Quarterly	Complete during agreement period of performance. Submit through ezFedGrants or email to FPAC.BC.GAD@usda.gov.
<input type="checkbox"/>	Submit SF-270 Reimbursement Request (cash or accrual basis).	On-going and as applicable.	Attach a budget summary of expenses. Payments with appropriate documentation typically take approximately 30 calendar days for processing. Submit to NRCS POC.
<input type="checkbox"/>	Submit SF-270 Advance Payment Request.	As applicable. Must be submitted no later than 15 days prior to start of services (e.g. closing, etc.).	Attach a budget summary of expenses. Liquidate/justify advance payment within 30 calendar days of receipt by providing actual expense documentation such as HUD-1 or closing statement for property acquisition.
<input type="checkbox"/>	Closeout Activity: Complete Final Financial Report (SF-425) and Performance Reports.	No later than 120 calendar days after the end date of the agreement.	Performance plan should include at a minimum: agreement # and period covered; actual accomplishments; the reasons why milestones and deliverable targets were not met, if applicable; pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.
<input type="checkbox"/>	Closeout Activity: Liquidate all financial obligations incurred under the award.	No later than 120 calendar days after the end date of the agreement.	Pay all outstanding bills
<input type="checkbox"/>	Closeout Activity: Provide documentation supporting how "advanced" funds were spent, if not already provided prior.	No later than 120 calendar days after the end date of the agreement.	Submit as needed, only if documentation was not provided prior. Does not require SF-270
<input type="checkbox"/>	Closeout Activity: Submit final payment request.	No later than 120 calendar days after the end date of the agreement.	Provide supporting documentation as necessary

<sup>1</sup>Classification of a large project is determined by the NRCS State Conservationist.

<sup>2</sup>Duplication of Benefits worksheet may be turned in at a later date, but must be received before an offer of just compensation will be issued to the participant.

[Date]

Alan D. McBee  
Natural Resources Conservation Service  
800 E Palmer-Wasilla Hwy, Suite 100  
Palmer, AK 99645

SUBJECT: *[SPONSOR NAME] Uniform Act Assurances for Federally Assisted Property Acquisition Projects under the USDA-NRCS Emergency Watershed Protection Program*

Dear State Conservationist:

We, the [SPONSOR NAME], as a sponsor for Emergency Watershed Protection (EWP) Program projects that include Federally Assisted property acquisitions, are providing the following assurances:

1. We will comply with the Uniform Act (42 USC 61) and regulations (49 CFR 24) as applicable to our project.
2. We will provide fair and reasonable relocation payments and assistance to or for displaced persons.
3. We will provide relocation planning, assistance coordination and advisory services to such displaced persons in accordance with §4625 of the Uniform Act.
4. Within a reasonable period of time prior to displacement, comparable replacement dwellings will be made available to displaced persons.
5. In acquiring real property, it will be guided, to the greatest extent practicable under State law, by the land acquisition policies in section 4651 and the provisions of section 4652 of the Uniform Act, [Optional language: \* with the exception of (list specific reference(s) to state law(s) that provide an exception to section 4651 or 4652 of the uniform act)].
6. Property owners will be paid or reimbursed for necessary expenses as specified in sections 4653 and 4654 of the Uniform Act.

Should you have any questions or concerns, please contact [name] at [contact information].

Sincerely,

[Name]

[Title]

SPONSOR: City and Borough of Juneau  
PROJECT: 2024 View Drive EWP



United States Department of Agriculture

## EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM--BUYOUTS STATEMENT OF WORK

### PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the 'NRCS', to provide technical and financial assistance to the City and Borough of Juneau, hereinafter referred to as the 'Sponsor', for Emergency Watershed Protection (EWP) Program Project #5050 in City and Borough of Juneau, Alaska, for implementation of recovery measures, that, if left undone, pose an imminent threat to life and/or property.

### OBJECTIVES

The objective of this agreement is to provide both financial assistance (FA) funding as well as technical assistance (TA) funding to the Sponsor to implement NRCS EWP Recovery Program Buyout project measures to remove flood damaged and at-risk structures resulting from the Juneau jokulhlaup 2024 that created imminent hazards to life and property.

The implementation of EWP Program measures as detailed in the Damage Survey Report (DSR) and described here:

--DSR #02-01-25-5050-001 – obstruction removal and critical area planting conservation practices and long-term land protection in View Drive neighborhood in City and Borough of Juneau, Alaska.

**PREREQUISITES:** Prior to the award of this agreement, Sponsor submitted assurances statements in accordance with 49 CFR 24.4(a)(1) and will have identified potentially eligible addresses/project areas with the NRCS EWP Program DSR team.

### BUDGET NARRATIVE

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$24,939,577

NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with acquisition and construction activities; TA costs are associated with planning, design, contract administration, and quality assurance inspections. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

Eligible costs in the two separate budget categories must be tracked separately and may include:

FINANCIAL ASSISTANCE (FA) COSTS:

Acquisition, construction, demolition, relocation of structure (if applicable), parcel restoration costs, activities necessary to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act, 42 USC 61) and 49 CFR 24, (a.k.a. the URA).

FA Cost Estimate breakdown: 75% NRCS \$18,704,682.75 + 25% Sponsor \$6,234,894.25 = \$24,939,577.00

**TECHNICAL ASSISTANCE (TA) COSTS:**

Planning, design, contract administration and quality assurance inspections.

NRCS bears 100% of TA costs of work performed by NRCS. Additionally, NRCS will contribute, on a reimbursable basis, up to a maximum of \$1,870,000.00 or 7.5% of eligible FA costs that are actually expended, whichever is less.

1. NRCS pays up to 75 percent of eligible acquisition, construction, demolition, relocation (if applicable), and restoration costs and Sponsor pays 25 percent of these costs.
2. NRCS will contribute up to \$1,870,000.00 or an amount of 7.5% of eligible FA costs that are actually expended, whichever is less, for design services, contract administration, and management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Actual costs to the Sponsor must be documented and TA reimbursement amount shall not exceed the amount of documented TA expenses.
3. NRCS will provide FA to the Sponsor for approved acquisition and on-the-ground construction costs, subject to the above limits. Construction costs are associated with the installation, relocation or demolition of the emergency measures including labor, equipment and materials. Acquisition costs are associated with necessary activities performed as due diligence prior to and including the purchase, recordation and title insurance of the EWP Program Buyout. Allowable costs for property acquisition and structure demolition or relocation projects for EWP Program Buyouts depend on the scope of work in this cooperative agreement. Generally allowable costs for EWP Program Buyouts are listed below, and other costs will be evaluated on a case-by-case basis; however, the terms and conditions of this cooperative agreement between NRCS and the project Sponsor will determine NRCS financial contributions.

ALLOWABLE COSTS MAY INCLUDE THE FOLLOWING: (Note: \* = Required if agreement is for acquisition or structure relocation, if applicable):

- a. \*Preliminary title commitments, title searches, title opinions, bring-downs/title commitment updates, or other title work necessary to determine the current condition of the current property deed.
- b. \*Appraisals and technical appraisal reviews (completed by an appropriately licensed/certified appraiser in accordance with Sponsor's Appraisal and Technical Appraisal Review Specifications).
- c. \*Acquisition of deed restricted lands and any improvements thereon. The valuation basis for the project will be **Current Fair Market Value OR as of the day before the qualifying disaster event (NRCS State Conservationist (STC) choose one of highlighted options, but not both)** for acquisition/demolition (if applicable).
- d. \*Closing and settlement services, other legal fees for property acquisition and recordation of deed with deed restrictions.
- e. \*Final title insurance policies.
- f. Boundary surveys as necessary.
- g. Relocation and moving expense allowances for eligible displaced persons in accordance with 49 CFR 24 (June 3, 2024, Final Rule), the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (URA), and 42 U.S.C. 4601 of the Uniform Relocation Assistance and Real Property Acquisitions Policy of 1970 (Uniform Act).

- h. Environmental phase I assessments (as needed).
  - i. \*Hazardous building materials assessments (as needed).
  - j. \*Hazardous materials abatement and disposal associated with structures planned for demolition in accordance with federal, state and local regulations.
  - k. \*Demolition of structures, removal of all impervious surfaces (driveways, concrete slabs, sidewalks, etc.) and disposal of demolition debris in an approved landfill; fees for utility disconnects associated with the demolition of a residence; removal of septic systems, residential fuel tanks, decommissioning of water wells in accordance with federal, state and local regulations; removal of trees or vegetation within construction limits as necessary to perform demolition work or that pose a hazard to people or property; backfill of basements with clean fill, grading of site, and pollution and erosion control measures during construction activities.
  - l. Relocation of mobile home or house including the reasonable cost of disassembling, moving and reassembling any appurtenances attached prior such as porches, decks, skirting and awnings; anchoring of the unit; utility hookup charges and foundation preparation to ensure the home is decent safe and sanitary in accordance with the URA. Relocation of mobile home may also include reimbursement for nonrefundable mobile home park entrance fee in some cases. See URA 49 CFR 24.301(g)(11).
  - m. \*Conservation practice measures necessary to restore the property to fulfill the EWP program objectives and meet the terms of the prescribed deed restriction(s) and this agreement.
  - n. Quality assurance/inspection activities during construction.
4. NON-ALLOWABLE COSTS:
- a. Aesthetic improvements beyond the natural conditions of the site as it existed before the property was developed.
  - b. Erecting buildings, public infrastructure, utility development beyond reasonable utility reconnection for a relocated dwelling; installation of recreational fields or facilities, etc.
  - c. Acquisition of properties with known contamination that would prevent the successful restoration of the property in accordance with project land uses, goals and objectives. This includes properties showing evidence of past contamination as indicated on a Phase I environmental assessment, that would require abatement of the soil, water or other natural resources in and around the property itself to ensure a successful restoration. Remediation, remediation plans, environmental clean-up or certification of remediation services are not eligible costs of the program. Note: abatement of hazardous household building materials such as asbestos and lead paint contained within the structure is an acceptable FA cost.
  - d. Acquisition of properties that are already permanently deed restricted as open space or have limited land uses similar that already align with EWP Program Buyout objectives.
  - e. Subdivided parcels: Lands that will not be deed restricted must be removed from the appraisal valuation basis and are non-allowable costs. However, boundary surveys to delineate restricted vs. non-restricted lands may be allowable costs.
  - f. Acquisition of properties containing industrial or commercial businesses that utilize, produce, or store large volumes of hazardous materials (e.g. dry cleaners, gas stations, petrochemical storage facilities, manufacturing businesses, junkyards, mechanic's shops, etc.).
  - g. Properties where state or local ordinances already dictate demolition, relocation and/or prohibit future development of the property (e.g. setback requirements, on-going eminent domain projects, etc.).
  - h. Permits, permit fees, licenses or certifications needed by professionals to implement the emergency measures.
5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. These costs may include:

- a. Engineering costs for developing a project site plan (e.g. designs that include construction drawings and specifications, operation and maintenance plan, quality assurance/inspection plan, engineer's cost estimate, etc.).
  - b. Contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, developing solicitations, holding public information meetings, communications with buyout participants, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total acquisition and construction costs in either direct cash expenditures or the value of non-cash materials or services (in-kind). The value of any in-kind contribution shall be agreed to by NRCS in writing prior to implementation.
  7. The Sponsor is required to report deviations from budget, project scope, or objectives. Sponsor must request prior approvals from NRCS for budget and program plan revisions.

## RESPONSIBILITIES OF THE PARTIES

### SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish acquisition and construction of the EWP Program emergency measures by contracting, in-kind construction services, or a combination of both.
4. Sponsor will adhere to their own local, state, and federal land acquisition requirements and regulations throughout the process, in consultation with NRCS during certain activities as listed herein.
5. Comply with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA) and provide assurances outlined in 49 CFR 24.4(a). Sponsor shall submit assurances to NRCS as part of agreement application documents prior to obligation of funds into a fully executed agreement.
6. Submit summary and supporting documentation for eligible relocation expenses (e.g. eligible moving expenses, rental assistance payments, etc.) for displaced persons (e.g. tenants as defined by 49 CFR 24.2(a)) to NRCS as part of any request for reimbursement of eligible relocation benefits in accordance with 7 CFR 21.
7. Provide relocation assistance advisory services which satisfy the requirements of 7 CFR 21, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), and Executive Order 11063 (27 FR 11527, November 24, 1962) (see 49 CFR Part 24). See also 49 CFR §24.205
8. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source, unless there is statutory authority allowing a specific grant to be used as a federal match.

9. Sponsor will identify interested participants and coordinate with NRCS to initiate the acquisition process.
10. Sponsor will secure preliminary title commitments or equivalent and provide a copy to NRCS for programmatic eligibility review.
11. All appraisals must comply with the URA and Uniform Standards of Professional Appraisal Practice (USPAP). Appraisals must also be consistent with NRCS Appraisal Specifications and Statement of Work, provided by NRCS government representative. Appraisal basis valuation date (i.e. current Fair Market Value or pre-disaster FMV) shall be determined by the NRCS State Conservationist with coordination and input from the Project Sponsor.
12. Obtain Technical Appraisal Reviews consistent with the 49 CFR 24 and NRCS Technical Appraisal Review Specifications and Statement of Work, provided by NRCS government representative.
13. Notify participants of the potential for duplicate benefit payments and inform them of any liabilities associated with receiving assistance from multiple federal agencies for the same disaster related need. Collect documentation of other federal assistance received from participants and conduct a duplication of benefits analysis, including a determination that assistance received was used for its intended disaster related need. Provide calculation of any potential reductions to prevent duplicating federal assistance payments. Perform calculations including any reductions for federal benefits already received by participant, and provide a summary of, and supporting documentation for, the Offer of Just Compensation in accordance with 49 CFR 24. The offer calculation summary should include an approved appraisal, the supporting technical appraisal review, any other federal benefits received by the applicant for the same disaster and intended purpose as the EWP Program Buyout and must be submitted to NRCS for review and concurrence prior to extending the Offer of Just Compensation (see 49 CFR 24 §24.102(d)) to participating landowners.
14. If applicable, procure boundary surveys in accordance with state property boundary survey standards for any parcels that will be sub-divided or where it is necessary to ascertain property and construction limits or determine any potential encroachments between adjacent parcels.
15. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the demolition and installation of EWP Program emergency measures prior to construction. Costs related to permits are the Sponsor's responsibility and are ineligible for reimbursement.
16. Accept all financial and other responsibility for excess costs resulting from failure to obtain, or delay in obtaining, adequate land and water rights, permits and licenses needed for the project.
17. Provide the agreed-to portion of the actual, eligible and approved acquisition and construction cost. These costs may be in the form of cash, in-kind property acquisition, due diligence activities or construction services, or a combination thereof. Final acquisition and construction items that are eligible generally include: title services (title searches, title commitments, final title policies); appraisals, technical appraisal reviews and other services related to assigning property valuation or calculating Offers of Just Compensation; boundary surveys if needed; Phase I environmental assessments or equivalent as needed; bring-down services or title commitment updates; closing, settlement and recording services; relocation advisory assistance counseling services; or other services needed in order for the Sponsor to conduct real property acquisition in accordance with their local, state and federal regulations. These costs consist of costs from contracts awarded to contractors and Sponsor in-house or eligible in-kind construction or service

costs for materials, labor, and equipment, if applicable. The Sponsor shall provide documentation to NRCS to support all eligible acquisition services and construction costs when requesting reimbursement. Costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

18. Be responsible for 100 percent of all ineligible acquisition and construction costs and 100 percent of any unapproved upgrades to increase the level of protection over and above that described in the DSR.
19. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation. Refer to the Budget Narrative section. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
20. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
21. Coordinate with landowners to schedule closings for all participating properties. Closings will result in the Sponsor purchasing the property by warranty deed, subject to a deed restriction approved by NRCS.
22. Record property warranty deed with NRCS approved deed restriction appended to document acquisition of title for the acquired properties. Provide copy of recorded deed/deed restriction and any settlement statements/HUD-1 closing statements to NRCS for record keeping purposes.
23. Collect and summarize all supporting documentation for eligible moving expenses of displaced persons in accordance with 49 CFR 24. Collect any supporting documentation (e.g. copies of new lease agreements or purchase agreements for new dwellings, moving expense receipts, application fee/credit check fee receipts, etc.) associated with rental assistance payments or eligible moving expenses. Submit supporting documentation and any summaries of benefits for displaced persons to NRCS for record-keeping purposes.
24. Prepare and send Explanation of Federal Benefits Received statements to all participants that receive funding through the EWP Program Buyout effort. Summary must include the participant's name, address, the location for which the benefit was received, name/date of the qualifying disaster, and an itemized list of benefits received including their intended purpose. Contact your NRCS point of contact for a copy of the "Explanation of Federal Benefits Statement" template for use.
25. If applicable, any in-house or eligible in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), shall have a Sponsor developed Plan of Operations describing the construction services to be performed and estimated quantities and values. The Plan of Operations shall be reviewed and concurred in by NRCS prior to commencement of construction.

26. The following documentation is required to support the Sponsor's request for reimbursement for construction work performed under the approved Plan of Operations (work performed by Sponsor forces):
  - a. Records documenting the actual costs of materials used in constructing the eligible EWP Program emergency measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP Program emergency measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP Program emergency measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP Program emergency measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and shall not be included in the equipment operating records.
27. The required documentation for reimbursement of technical or administrative services will be invoices from consultants and/or employee itemization of services including a description of services. Appraisal invoice(s) will not be reimbursed by NRCS without a Technical Appraisal Review and concurrence of the appraisal(s).
28. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Sponsor is responsible for conducting environmental due diligence in accordance with their local, state and Federal laws for real property acquisition. Sponsor may request reimbursement for expenses associated with conducting Phase I or equivalent environmental assessments, if needed, to determine likelihood of hazardous materials and other environmental concerns in, or immediately near the project area. Sponsor is responsible for ensuring that no on-site or off-site conditions exist that may impede or prevent restoration of the site to the goals and objectives outlined in the approved deed restriction. A site may be deemed ineligible by NRCS if it cannot be adequately restored based on cultural resource or environmental findings. Any changes in eligibility, modifications of project boundaries, or newly identified remediation needs shall be communicated and/or concurred by NRCS. Any remediation measures performed to abate identified environmental concerns within or near the project area must be communicated to NRCS and any environmental clearance or certification documents shall be submitted to NRCS. Note: NRCS cannot reimburse the Sponsor for any activities associated with environmental assessments beyond a Phase I environmental study and cannot assist with remediation activities associated with the land or surrounding natural resources.
29. Procure Hazardous Building Material Assessment Reports as needed to assess haz-mat building remediation/abatement needs for each structure to be demolished.
30. The Sponsor must secure, at its own expense, all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
31. Sponsor will coordinate shutoffs for gas, electric, water, sewer and any other applicable utilities and ensure appropriate clearances are obtained prior to demolition of structures. Sponsor must submit proof of utility disconnection to NRCS government representative. This item is only reimbursable for disconnects and shutoffs needed within the deed restricted area(s).
32. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project. Provide NRCS government representative progress reports as necessary and agreed to. If any questions or concerns arise pertaining to the standards and specifications, contact NRCS government representative for resolution. Progress reports should include (as applicable): a breakdown of

activities performed; technical on-site inspections of work accomplished for the period; future work planned; results of material tests, deficient work products and/or tests with corrective actions taken; modifications anticipated; technical problems encountered; contractual issues and other relevant information.

33. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for construction inspection, quality assurance and verifying the contractor's compliance with safety requirements.
34. As determined necessary by the NRCS State Conservationist, provide final demolition and construction plans, specifications, and certified design and as-built drawings and quantities for the project. Sponsor shall obtain NRCS review and acceptance of any demolition and/or construction plans prior to commencement. A copy of the as-built drawings will be submitted to the NRCS government representative.
35. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been completed and installed in accordance with contractual requirements.
36. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS government representative. Payments will be withheld until all required documentation is submitted and complete.
37. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.
38. Must indemnify and hold NRCS harmless to the extent permitted by State law, for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP Program Buyouts project pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
39. Agreement Assurances from the Sponsor:
  - a. Declaration that the land will be maintained as open space and for natural resource conservation, and the land uses will primarily consist of the "generally allowable uses" that are compatible with the requirements of the EWP Program and an NRCS approved deed restriction on the property;
  - b. Declaration that the project Sponsor will be responsible for all operation and maintenance activities and costs for the property;
  - c. Declaration that adjoining property owners will be notified about the acquisition project and offered advisory services in compliance with 49 CFR 24;
  - d. Declaration that the Sponsor will do proper due diligence to ensure that any duplication of benefits is determined and accounted for in the final Offer of Just Compensation extended to the program participant;
  - e. Declaration that the Sponsor will retain all records dealing with the award and administration of

the contract(s) for 3 years from the date of the Sponsor’s submission of the final request for reimbursement, until final audit findings have been resolved, or in accordance with the Uniform Relocation Act, whichever is longer;

- f. Declaration that the Sponsor will comply with the Uniform Act in accordance with 49 CFR 24.4(a) should have been submitted as a prerequisite to this agreement.

- 40. Determine a fair and equitable method to ensure persons receiving project or relocation assistance are U.S. citizens, lawful residents, and qualifying, eligible, voluntary participants. Note: Unlawful residents may still be eligible for relocation assistance advisory services under certain provisions of the Uniform Relocation Act.
- 41. Deed Restriction Language: The project Sponsor must include a sample of the deed restriction (not including property-specific details) that the Sponsor intends to record with each property Deed. The sample must be consistent with the EWP Program Deed Restriction Template. Minor formatting changes or changes to align with local requirements are allowable; however, modifications to the language that impacts the overall intent of the EWP Program Deed Restriction Template can only be made with prior approval from NRCS State Conservationist in consultation with their regional Office of General Counsel. The NRCS State Conservationist must review and concur each property deed restriction prior to NRCS authorizing closing for a property.
- 42. The final offer to a property owner is based on the value assigned to a property (“purchase offer”) and applicable additions and deductions. Deductions to the purchase offer may include duplication of benefits reductions for landowners or properties that received Federal benefits the meet the same intended purpose as the EWP Program Buyout for the same disaster event.
- 43. The project Sponsor must ensure all property owners are treated fairly and are offered an equitable package of benefits. The project Sponsor must inform each property owner in writing the market value (pre-event) of the property and the method used to determine the final Offer of Just Compensation (see 49 CFR 24 §24.102(d-e)). Landowners/parcels that do not meet program eligibility criteria must be informed in writing that the emergency buyout measure will not be pursued at this time.
- 44. Offer of Just Compensation: For each property identified for acquisition, the project Sponsor shall document a property’s value based on the Sponsor’s approved appraisal as indicated by a Technical Appraisal Review. Properties appraised for the EWP Program Buyout option will use pre-disaster date (day before the 2024 GLOF event) fair market value. Deductions for any duplication of benefits shall be included in the offer price and the final offer shall be documented in a separate “Offer of Just Compensation” summary, to be provided to the NRCS government representative.
- 45. Upon completion of the emergency measures, the Sponsor shall assume responsibility for any Operation & Maintenance plans concurred by NRCS.
- 46. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: Quarterly

SF425 Financial Reports: Quarterly

#### NRCS RESPONSIBILITIES

- 1. Provide Deed Restriction template to Sponsor. Review and concurrence of any drafted deed restriction samples used for the project area must be done by the NRCS State Conservationist (STC) in consultation,

as necessary, with their local regional Office of General Counsel, prior to notification to property owners of their potential program eligibility.

2. Complete environmental and cultural resources reviews in accordance with NEPA and Title 420 Part 401. Any cultural resource phase IA or IB assessments required to determine historic architectural or other cultural resources are to be procured by NRCS.
3. Monitor Sponsor compliance with 7 CFR 21 (reference 49 CFR 24).
4. Designate a government representative (GR) to serve as liaison with the Sponsor. Program/Technical Contact is identified on the Notice of Award.
5. Maintain all supporting acquisition documents for due diligence and offer justification, (i.e. title commitments, environmental assessments/phase I reports if available, appraisals, technical appraisal reviews, relocation payment/benefit justifications, offer summaries, Sponsor developed specifications, etc.), in accordance with Title 120 Part 408 of the NRCS General Manual, Records.
6. Review duplication of benefits calculations and final offer calculations and consult with FEMA representative or the Office of General Counsel when necessary to ensure accuracy of offer calculations prior to extending the Offer of Just Compensation to eligible landowners.
7. Review any Sponsor requests and supporting documentation for eligible moving expenses or rental/down payment assistance payments for displaced persons prior to issuing reimbursement of relocation assistance benefits to Sponsor.
8. Review/comment and concur the following items: proposed deed restriction(s); construction/demolition plans and specifications; preliminary and final restoration plans; construction quality assurance plan, Plan of Operations (if required), and any operation and maintenance plans developed by the Sponsor before they are implemented.
9. State Conservationist must review and concur each drafted Deed Restriction prior to closing on a property.
10. Assist Sponsor in establishing design parameters; determine eligible acquisition and construction costs during the pre-design conference.
11. Make periodic site visits during the installation of the EWP Program measures to review construction progress, document conformance to requirements, and provide any necessary clarification on the Sponsor's responsibilities.
12. Upon notification of the completion of the EWP Program measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
13. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.
14. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be deobligated from the agreement.

## EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Develop project schedule with estimated timelines to carry out the activities necessary to meet the objectives of this agreement within 10 calendar days of agreement execution date. See EWP Program Buyouts Process Flowchart and EWP Program Buyouts Sponsor Checklist for more details. Note: some tasks may run concurrently with others.
2. Prepare and submit deed restriction sample for review and concurrence by NRCS State Conservationist prior to notification to property owners of their potential program eligibility (see Deed Restriction template provided by NRCS for suggested language). Note: changes to deed restriction template for format or compliance with state laws may be acceptable but substantial deviation from the deed restriction language may require approval by the Office of General Counsel and could cause significant delays in the process.
3. For large project areas (to be determined by the State Conservationist): Develop outreach plan, announce formal public information meeting. For small projects or single address buyout projects, an informal informational meeting will suffice.
4. Execute outreach plan, hold public informational meeting within 60 calendar days of Sponsor agreement execution date. Provide "Acknowledgement of Voluntary Participation" document to potentially eligible landowners and collect signed copies from interested landowners in accordance with requirements in 49 CFR 24. In addition to acknowledgement, collect landowner proof of citizenship, provide NRCS point of contact (POC) list of potentially eligible voluntary participants and their respective addresses and contact information within 10 calendar days of informational meeting.
5. Prepare solicitation packages and solicit for title due diligence, Phase I environmental assessments, boundary surveys (as needed) and appraisals and appraisal technical reviews. Consult NRCS POC for Appraisal and Technical Appraisal Review template statements of work/specifications. Review and modify as needed NRCS appraisal specifications and technical appraisal review specifications to meet project requirements, and state and local laws and regulations. Note: Sponsors wishing to buyout trailer parks or commercial properties will need to work with an appraiser and technical appraisal reviewer to establish the appraisal problem and develop project specific statements of work and specifications. Submit any drafts to NRCS POC for review and concurrence prior to procuring appraisals for commercial or mobile home parks.
6. Perform necessary title and environmental due diligence. Review preliminary title commitments, environmental phase I assessments, determine citizenship status of landowners, determine displaced persons/# of households impacted. Perform boundary surveys (as needed) to identify any easements, boundary discrepancies, construction limits, sub-divide the parcel, delineate access routes, or resolve other property boundary issues related to obtaining a clear title according to the Sponsor's land acquisition requirements. Submit copies of preliminary title commitments or equivalent to NRCS for programmatic review of parcel eligibility. Submit copies of Phase I Environmental Assessment (or equivalent) executive summaries and title commitments (or equivalent title work) to NRCS point of contact for programmatic review of parcel eligibility. Submit any survey files, maps, GIS shapefiles, or equivalent to NRCS POC.
7. Notify participants of appraisal process and send invitation to accompany the appraiser during the property walk-thru.

8. Perform appraisals and technical appraisal reviews. Communicate any revisions or suggested changes from technical appraisal review to appraiser. Appraiser must address any revision requests and Sponsor must verify that required revisions were completed as needed.
9. Provide summary of calculations and supporting documents to NRCS for review and concurrence, to support the Offer of Just Compensation. This should include reductions for any duplication of benefits calculations and supporting documentation that justifies any changes to the appraised value.
10. Send notification letters of ineligibility to any landowners that cannot meet the program eligibility requirements due to title issues, due diligence concerns, known boundary issues, failure to meet programmatic or future land use objectives, or other reasons deemed appropriate by the Sponsor with concurrence from NRCS.
11. Determine tenants eligible for relocation assistance payments and provide relocation advisory services including conducting displaced person interviews to identify replacement housing in accordance with URA. Perform other relocation assistance advisory services to eligible persons within project area in accordance with URA requirements.
12. Send 90-day notices to tenants for properties with accepted offers. Inspect any displaced persons replacement dwellings to ensure they meet the definition of decent, safe, and sanitary in accordance with 49 CFR 24. Provide any rental or downpayment assistance payments to eligible displaced persons with proof of new lease or sale contract for replacement decent, safe and sanitary dwelling.
13. Track documentation, and issue payments for any eligible actual cost moving expenses within timelines established by URA 49 CFR 24. Provide summarization of URA payments and documentation of moving expenses to NRCS to support requests for reimbursement of eligible relocation expenses. Sponsor must submit supporting documentation for reimbursement of eligible displaced person relocation benefits. Note: Payments may be made up to 12 months beyond the date of closing. See 49 CFR 24 for exceptions to this rule. Agreement must remain open and active in order to reimburse Sponsor for any displaced person benefits within that time period.
14. Sponsor shall review and clear title according to their local and state requirements to procure a Warranty Deed on the subject property. Send final draft of Warranty Deed and property specific deed restriction to NRCS POC for review and concurrence by NRCS State Conservationist within 10 calendar days prior to closing. Address any needed revisions to deed restriction prior to closing, if applicable.
15. Notify landowner and any occupants of closing date, clear building in accordance with URA and local and state regulations. Perform final property inspection to ensure occupants, pets, and belongings are removed prior to closing.
16. Secure closing services and coordinate closing(s) with landowner(s) and recordation of Warranty Deed and title deed restriction. Ensure any outstanding taxes, utilities, mortgages, etc. are settled prior to closing. Record documents within 7 days after closing date. Provide copies of recorded deed, deed restriction, and closing statement/HUD-1 in order to liquidate any funds advances. Secure site for safety.
17. Prepare and submit demolition and restoration plans to NRCS POC. Contact your NRCS POC for copies of existing conservation or construction practice specifications and to coordinate on demolition plan development. Submit final plans to NRCS POC for review and concurrence.

18. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP Program emergency measures are installed in accordance with the plans and specifications; identify individuals with the expertise; describe items to be inspected; list equipment required for inspection; outline the frequency and timing of inspection (continuous or periodic); outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS and requires NRCS concurrence prior to commencement of construction.
19. Perform hazardous building materials assessment to determine hazardous materials that need abatement or special handling during demolition activities. Complete utility disconnects for closed properties and provide copy of disconnection notices to NRCS POC.
20. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327 , applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327 , contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
21. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP Program emergency measures. All modifications to the acquisition plan and design plans and specifications shall be reviewed and concurred on by NRCS.
22. Manage construction/demolition/haz-mat abatement (if applicable) and restoration contract in accordance with approved NRCS designs and specifications, and all local, state and federal regulations. If applicable, perform any eligible relocation activities including any replacement site work in accordance with local, state and federal regulations and 49 CFR 24. Provide construction inspection in accordance with the QAP. Stabilize site for erosion.
23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the emergency measures, the Sponsor shall assume responsibility for operations and maintenance.
24. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification (if applicable) that the project was installed in accordance with approved plans and specifications.
25. At the completion of the agreement activity, NRCS and the Sponsor shall verify that all required activities have been accomplished in accordance with all EWP Program and cooperative agreement requirements.
26. Provide an explanation of benefits to all participants that received funds for the buyout or relocation assistance. Contact NRCS POC for an example explanation of benefits letter template for consideration and use.
27. The project Sponsor shall provide to NRCS, the following property information:
  - a. Photograph(s) of the property site after project was completed;

- b. A signed Statement of Voluntary Participation from the owner(s) of each property identified in the Agreement;
- c. A copy of the recorded notarized deed that includes the deed restriction language for each property;
- d. Latitude and longitude of each property given to the nearest sixth decimal place;
- e. Description of how **pre-event/current** market value was determined, if applicable;
- f. Documentation of duplication of benefits review;
- g. Copy of the Offer of Just Compensation calculation/summary;
- h. Date structure was removed from property;
- i. Copies of Explanation of Benefits Statements issued to any participants of funds from the EWP Program Buyout;
- j. For relocation projects, a certificate of occupancy from the local government agency or building department for each relocated structure to certify that the structure is code compliant.

**RESOURCES REQUIRED:**

See the Responsibilities of the Parties section for required resources, if applicable.

**MILESTONES:**

See Expected Accomplishments and Deliverables Section.

Sponsor use Only

EWP Disaster Name: \_\_\_\_\_ EWP Disaster Number: \_\_\_\_\_

**Acknowledgement of Voluntary Participation:**

**SPONSOR NAME** Property Buyouts in Cooperation with USDA-Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program

**Landowner #1 Name:**

-----  
(First, Middle, Last)

**Landowner #2 Name:**

-----  
(First, Middle, Last)

**Address of Potential Buyout Property:**

-----  
(Address)

-----  
-----  
(City, State, Zip)

**Landowner Mailing Address:**

-----  
(if different than above) (Address, City, State, Zip)

**Landowner Phone (cell):** \_\_\_\_\_ **Landowner Alternate Phone:**

-----

**Landowner #1 Email:** \_\_\_\_\_ **Landowner #2 Email:**

-----

By signing below, I acknowledge the following:

- I am the legal and lawful owner of the property at the address listed above (list all owner(s)/entity names)
- I understand the EWP financially assisted buyouts are voluntary, subject to meeting certain program eligibility criteria, and I am not automatically entitled to any compensation by opting in as a voluntary landowner to this potential project. Failure to meet the program eligibility criteria or to provide the information requested, including proof of U.S. citizenship, proof of ownership and/or information regarding other federal assistance received through FEMA, flood insurance, or other sources for the same disaster, may delay or disqualify my property from receiving an Offer of Just Compensation.
- I understand that as a voluntary landowner pursuing the buyout option, I do not qualify as a “displaced persons” according to the Uniform Relocation Assistance and Real Property Acquisitions for Federal and Federally-Assisted programs 49 CFR 24. for assistance for moving expenses or other monetary relocation benefits afforded to “displaced persons” according to the Uniform Relocation Assistance and Real Property Acquisitions for Federal and Federally-Assisted programs 49 CFR 24.

I am aware that information regarding this property may also be subject to sharing within the United States Department of Agriculture (USDA) in accordance with Section 216 of Public Law 81-516 (33 U.S.C. Section 701b-1) and Section 403 of title IV of Public Law 95-334, the Agricultural Credit Act of 1978, as amended by Section 382 of the Federal Agriculture Improvement and Reform Act of 1996, Public law 104-127 (16 U.S.C. 2203). Information is being collected for the primary purpose of determining eligibility for and administering of USDA Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection Program (EWP Program) and is collected by the local EWP Program sponsoring organization and may be shared under 5 U.S.C. § 552a(b) of the Privacy Act of 1974 and in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171). This includes disclosing this information as necessary and authorized by routine uses published in the USDA NRCS policy manual Title 390 Emergency Watershed Protection Program Manual. These routine uses may include sharing with custodians of property records such as other Federal/governmental agencies or insurance companies, for the purpose of ensuring that the benefits received do not duplicate other sources of Federal funds.

I understand that receiving assistance through the buyout may constitute duplication of benefits in certain situations if I have received assistance through another Federal Agency for the same disaster event and intended purpose. I have been made aware that NRCS may coordinate with other federal agencies with regard to duplication of benefits or other projects that may overlap, and I understand information about my property may be shared between agencies. It is my responsibility to provide documentation of any disaster related assistance payments and proof of how the funds were spent. Further, the sponsor could potentially reduce any Offer of Just Compensation extended for the purchase and buyout of my property if funds received were not spent for their intended purpose. If it is later discovered that a duplicate benefit payment was made to me, I recognize that I am responsible for repayment of the duplicate funds, in full, to the identified Federal agency.

Signature Landowner #1: \_\_\_\_\_  
\_\_\_\_\_

Date:

Signature Landowner #2: \_\_\_\_\_  
\_\_\_\_\_

Date:

Attach additional signature pages if needed.

Sponsor use Only

EWP Disaster Name: \_\_\_\_\_ EWP Disaster Number: \_\_\_\_\_

**ATTACHMENT A: EMERGENCY WATERSHED PROTECTION PROGRAM – BUYOUTS  
SPECIFICATIONS AND SCOPE OF WORK FOR APPRAISALS OF REAL PROPERTY**

**A BACKGROUND INFORMATION**

1. The United States of America, acting through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) is considering providing Financial Assistance to a qualified Sponsor to purchase hazard-prone properties in impaired watersheds that remain at-risk from certain imminent threats. The purpose of the Emergency Watershed Protection Program-Buyout alternative (EWPP-Buyout) is to remove threats to life and property, impede runoff and prevent soil erosion wherever floods, fire, or any natural occurrence is causing or has caused a sudden impairment of that watershed. As a condition of program eligibility, once a property is acquired, Sponsor's must then place a deed restriction limiting the land use types to certain open space uses that protect life, property, reduce erosion, and optimize hydraulic capacity in order to mitigate the adverse effects of future events.
2. EWPP-Buyouts require a project Sponsor to hold in fee simple, with no conditions on a seller, and as such, the project Sponsor is identified as the client for the appraisal. All appraisals completed for this program must comply with Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, otherwise referred to as the Uniform Act (42 USC Chapter 61 §§4601-4655), as promulgated by 49 CFR 24 (a.k.a. URA).
3. The Sponsor and landowner shall coordinate to ensure the landowner is involved throughout the appraisal process as required by the URA and provide as much information as necessary to the appraiser to assure an accurate estimate of just compensation offer (fair market value, FMV) is made as of the date before the disaster event/current FMV.
4. The appraisal shall be used in the negotiation process between the Sponsor and Landowner in accordance with the URA. NRCS staff and review appraisers will not personally inspect the property and may not be familiar with the local area. Therefore, the appraisal report must thoroughly explain and support the property description, improvements, highest and best use analysis, market characteristics, adjustment process, adjustments and all conclusions to provide an adequate understanding of the opinions, and conclusions provided in the appraisal report.
5. The NRCS national appraiser resolves questions that arise from these specifications. Contact a national appraiser at [NRCS.NationalAppraisers@usda.gov](mailto:NRCS.NationalAppraisers@usda.gov).

**B APPRAISER QUALIFICATIONS**

1. Appraisal reports will only be accepted and approved for use if the appraiser meets all the following qualifications, and the appraisal report documents these requirements. (Subsequent references to "appraiser" refer to the contract appraiser meeting all the qualification, experience, and appraisal reporting requirements).
2. All real property appraisers performing appraisals under EWPP-Buyouts must be state-certified residential or general real property appraisers in the same state where the subject property is located or obtain a temporary practice permit. The appraiser must decide and inform the client which state certification (residential or general) is most appropriate for the appraisal assignment.
3. The appraiser must be in good standing with the licensing authority where the credential was

issued. A copy of the appraiser's state license or permit must be provided before starting work.

4. The appraiser must not have received any disciplinary action within the past 5 years resulting in suspension or other action taken on the credential.
5. The appraiser must have demonstrated competency in conducting appraisals of single-family residential property and vacant lands of the requested type.

## C IDENTIFICATION OF THE APPRAISAL PROBLEM

1. The client is the Sponsor or the NRCS. The landowner is not a client. "Landowner" is defined as the current owner or their duly delegated representative.
2. The intended user is the Sponsor, the NRCS, or any other qualified organization that may be involved in the specific transaction unless otherwise directed by the client.
3. The intended use will be for the Sponsor, the NRCS, or a qualified organization to make purchase decisions under the program regarding the transaction. The intended use cannot be for any kind of IRS donation purposes by the owner.
4. The type of value to be developed is market value. Fair market value and market value have the same meaning for purposes of this assignment.
5. The appraiser shall provide an opinion of fair market value of the property and any appurtenant structures, before placement of the permanent land use deed restriction on the property as it existed either before the qualifying disaster event or in its current condition, depending on instruction by the Sponsor or the NRCS representative.

6. The market value definition stated and used in developing the appraisal must be:

"Market value" means the most probable price that a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby—

- Buyer and seller are typically motivated.
- Both parties are well informed or well advised and acting in what they consider their own best interests.
- A reasonable time is allowed for exposure to the open market.
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

**Note:** No other definition of market value is acceptable for USPAP appraisals.

7. Effective date of value. This date of value will be the day before the occurrence of the natural disaster event, or the current date, as specified by the Sponsor or the NRCS.
8. Relevant characteristics of the subject property. The appraiser must complete their own investigation of all physical, legal, and economic characteristics of the subject property. Property rights to be appraised must be properly defined and explained. If there are any encumbrances they must be clearly stated in the report and considered in the value. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in

the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all review appraisers, Project Sponsors and NRCS users have an adequate understanding of the statements, opinions and conclusions in the report.

9. Assignment Conditions. There are no extraordinary assumptions or hypothetical conditions needed to produce a credible assignment result. The assignment requires the appraiser to often perform a retrospective or historic value opinion and is required to obtain enough historic data from the owner to adequately describe the quality and condition of the property and perform the assignment.

#### **D INFORMATION PROVIDED TO THE APPRAISER**

1. The following information shall be provided to the appraiser (If applicable/available. “\*” indicates required):
  - a. Aerial photograph of the subject property with the location, boundary, access location, and acres or square feet of the proposed deed restricted area identified.\*
  - b. Recorded landowner’s name, address, and telephone number.\*
  - c. Legal description of subject property including the last vesting deed.\*
  - d. Specific details of any existing easements, reservations or other restrictions that currently encumber the subject property, if available.
  - e. Documentation of water rights owned, including name of irrigation company, number of shares or amount of ownership, and documentation concerning irrigation wells on the property to be appraised, as provided by the landowner, if applicable.
  - f. Any environmental due diligence performed by the Sponsor, if available.
  - g. Copy of preliminary title commitment on the property, if available.
  - h. A copy of a recorded legal access, evidence that the property is accessible from a public road, or approved alternative legal access route.\*
  - i. Written permission from the landowner or an authorized representative authorizing the assigned appraiser to enter the property for appraisal purposes.\*
  - j. If before disaster valuations are used, any photos or evidence to support the prior condition of the property before the disaster event (if available).
  - k. Copy of 390-CPM, Part 510-513, Emergency Watershed Protection Program manual.\*
  - l. Appraisal Standard: USPAP\*
  - m. Parcel to be appraised: The parcel to be appraised is only that portion of the property that will be purchased to place the deed restriction.\*
  - n. Consideration of irrigation rights: Irrigation water rights legally owned and used on the property to be purchased shall be considered and included in the value, if applicable.

#### **E APPRAISAL REPORT**

1. Description of Work Product

The valuation is either based on the current Fair Market Value or the retroactive Fair Market Value of the property the day before the qualifying disaster event. The appraisals effective date of value will be specified by the appropriate NRCS state representative for EWP Program-Buyouts on a project-by-project basis and must be determined before conducting appraisal activities. In accordance with the URA, 49 CFR §24.103 *Criteria for appraisals*, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. (See URA, Appendix A, 49 CFR §24.103(b).)

Types of property requiring valuation may include:

- a. Land with residences or structures: Land (surface rights only) that contains residential

- dwellings and other structures that support the residential use of the property.
- b. Adjacent Vacant Lands: Lands without structures present that are adjacent to eligible residential lands may require valuation.
2. The appraisal *may* require two separate fair market values:
    - a. The dwelling and improvements, as of the effective date of value; and,
    - b. The land, and remainder of the property (surface rights only) that will be placed under a deed restriction.

NOTE: If dwelling is a manufactured home to be removed, purchased and disposed, the appraiser can appraise this separately from the land. If the land is appraised separately and two values are provided to the client explain how/why there would be no discount based on market evidence and explain (in transmittal letter) for the total purchase amount to avoid any violation of USPAP Std Rule 1-4 (e).

3. In general, mineral and other subsurface rights should not be included in the appraised value of the buyout restricted area. However, if landowner owns subsurface rights where potential on-site mining activities may occur in the future, and purchase of those rights will still meet EWPP eligibility criteria (e.g. cost:benefit, feasibility, etc.) then it may be appropriate to include those rights as part of the appraised value.
4. The appraisal must meet the requirements of the USPAP and these appraisal specifications. The appraisal report may consist of a form report, a narrative report, or combination of both.
5. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided. A restricted appraisal report or a review report that determines a value is not acceptable.
6. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions, and conclusions offered within the report.
7. The appraiser must personally inspect the subject property and comparable sales. The appraiser must talk personally to the property owner or the owner's agent or representative, and the property owner or the owner's agent or representative given an opportunity to accompany the appraiser during appraiser's inspection of the property. This must be documented in the report.
8. Reports must attach these instructions and any engagement documents provided to the appraiser by the client as addenda.
10. The appraiser will contact the client to resolve problems, clarify the assignment, or other issues.

## Required Elements for Appraisals

### Part 1 – Introduction

- A. Title Page
- B. Letter of Transmittal
- C. Table of Contents
- D. Summary of salient facts, section will follow the table of contents, should be limited to one page and include at a minimum:
  1. Subject property name

2. Address (*911 address*) and County/Parish/Borough
3. NRCS Program: *Emergency Watershed Protection Program-Buyouts*
4. Owner's name or other identification of the property
5. Client's name: *Project Sponsor's Name*
6. Appraisal Standard: *USPAP*
7. Intended Users
8. Use/Purpose statement
9. Interest Appraised
10. Size (square feet or acres)
11. Property description (and in the case of a partial acquisition under URA, an adequate description of the remaining property) (*Brief*)
12. Zoning classification
13. Water rights/mineral rights as applicable
14. Improvements (*list structures*):
  - a. As of current date or day before the qualifying disaster event, as directed by NRCS state EWP Program point of contact.
    - i. When using day before valuation method, appraiser must value improvements based on support provided by landowner that demonstrates the improvement's retroactive condition.
    - ii. Appraiser shall assume that all appurtenant fixtures, plumbing, heating, built-in appliances, electrical, ventilation, A/C, and anything permanently attached to the house (e.g. sinks, faucets, ceiling fans, cabinets, flooring, doors, windows, mantels, light fixtures, bathtubs, toilets, showers, vanities, countertops, etc.) will remain after closing and should therefore be considered in the appraised valuation. Note: plug-in appliances such as refrigerators, electrical stoves, etc. will be considered personal property and should not be considered in the valuation.
15. Analysis of highest and best use:
16. A minimum 5-year sales history of property
17. Opinion of value:
  - a. As of current date or day before the qualifying disaster event, as directed by Sponsor
  - b. Other values, if applicable, due to special instructions:
    - i. Contributory Value of Residence
    - ii. Contributory Value of Other Improvements, and
    - iii. Total Contributory Value of Improvements
18. Effective date of the report
19. Date of report
20. Appraiser(s)
- E. Appraiser's Certification.
- F. Photographs of the subject property:
  1. Provide original color photographs or high-quality color copies of photographs of the appraised property and any comparable sales used in the report. Photographs may be on separate pages but must include date taken and by whom. Provide original color photographs or high-quality color copies of photographs including interior and exterior improvements. All rooms should be sufficiently captured to be able to identify finishes and conditions of residence. Provide photos of outbuildings both interior and exterior. Photographs may be supplemented with prior landowner photos of interior if using day before the disaster event as your valuation basis. If using landowner furnished photos, they must be dated.
- G. Statement of assumptions and limiting conditions:
  1. All appraisal reports submitted to the Sponsor and NRCS for review become the

property of both the United States and Sponsor and may be used for any legal and proper purpose. Therefore, a condition that limits distribution of the report is not permitted. Include a statement equal to the following in this section: *“I recognize that appraisal reports submitted to the NRCS for review may be used by NRCS for any legal and proper purpose.”*

2. If the appraisal has been made subject to any encumbrances against the property, such as easements, that must be stated. It is unacceptable to state that the property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report.
3. The use of an uninstructed, unsupported extraordinary assumption or hypothetical condition that results in other than “as is” market value will invalidate the appraisal. Assumptions and limiting conditions that are speculative in nature are inappropriate.
4. Do not include limiting conditions that significantly restrict the application of the appraisal.
5. A contract appraiser cannot make assumptions or accept an instruction that is unreasonable or misleading. Client instructions and prior to disaster condition documentation must be accurate and be included in the appraisal report.

H. Scope of the appraisal:

1. This section must fully describe the extent of investigation and analysis. The scope of work must be consistent with the intended use of the appraisal.

**Part 2 - Factual Data**

- A. Legal description
- B. Area, city, and neighborhood data
- C. Property data:
  1. Site
  2. Improvements including square footage; number of rooms; number of bedrooms/bathrooms, garage square footage and number of bays; basement square footage and condition (e.g. finished/unfinished); number of fireplaces and other pertinent amenities; HVAC type and information; any details/information that impacts the appraiser’s valuation opinion.
  3. Fixtures and appurtenances like natural gas connections, water/sewer connections, septic systems, heating/fuel type, etc.
  4. Use history
  5. Sales history:
    - a. For USPAP appraisals include a 5-year record of all sales of the appraised property and offer to buy or sell if the information is available. If no sale has occurred in the past 5 years, the appraiser must report the last sale of the property, irrespective of date.
    - b. Assessed value and annual tax load.
    - c. Zoning and other land use regulations. The contract appraiser must identify, in addition to zoning, all other land- use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the property.
    - d. Appraised property map or plat. Show the dimensions and topography of the appraised property in detail on a large-scale topographic map, at least 2 inches to the mile. The map may be placed here or in the addenda.
    - e. Aerial photograph of the subject property with the location, boundaries, access, and estimated acreage of the proposed deed restricted property.

### Part 3 - Data Analysis and Conclusions Before Acquisition

- A. Analyses of highest and best use. For USPAP appraisal the contract appraiser may refer to definitions as found in “The Dictionary of Real Estate Appraisal.”
  - 1. ALL APPRAISALS: The highest and best use conclusion must be clearly supported by market evidence. Sale or exchange to the United States or other public entity is not an acceptable highest and best use. The use to which the Federal Government will put the property after the land use deed restriction has been placed is, as a rule, an improper highest and best use. A noneconomic highest and best use, such as “conservation,” “natural lands,” “preservation,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
- B. Value estimate by the cost approach:
  - 1. Estimate the value of the land as though vacant and available for its highest and best use. Estimating land value using confirmed sales of comparable or nearly comparable lands having like optimum uses is the preferred method.
  - 2. If the cost approach is not used, explain the reasons for not using this approach.
- C. Value estimate by the sales comparison approach:
  - 1. Nearby arm’s length transactions that are comparable to the land under appraisal and reasonably current are the best evidence of market value. The Federal courts recognize the sales comparison approach as being normally the best evidence of market value.
  - 2. Analyze the last sale of the subject property if relevant. If not used, explain why. An unsupported claim that a sale of the subject property was a forced sale or is not indicative of its current value is unacceptable.
  - 3. When supportable by market evidence, the use of quantified adjustments is preferred. Percentage and dollar adjustments may and often should be combined. Use qualitative adjustments when there is inadequate market data to support quantitative adjustments. Factors that cannot be quantified are dealt with in qualitative analysis. When quantitative and qualitative adjustments are both used in the adjustment process, all quantitative adjustments should be made first.
  - 4. Provide market evidence and/or supporting narrative for each adjustment used:
    - a. Each quantitative adjustment requires supporting market evidence. Explain how the adjustment was determined and how it is applied to the comparable.
    - b. Each qualitative adjustment requires significant discussion to explain why it is necessary and explain the reason for the differences.
    - c. Include a sales adjustment chart summarizing the adjustments and showing the final adjusted sale prices and how the sales compare with the subject property.
    - d. The documentation of each comparable sale must include the following:
      - i. Parties to the transaction
      - ii. Date of transaction
      - iii. Confirmation of the transaction
      - iv. Confirm the transaction with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale
      - v. Location
      - vi. Size
      - vii. Legal description or physical address
      - viii. Property rights conveyed
      - ix. Consideration
      - x. Financing terms
      - xi. Verify if the sale was an arm’s length or distressed sale

- xii. Improvements
- xiii. Physical description – Describe topography, vegetative cover, water influence, improvements, irrigation water, soils, and other characteristics.
- xiv. Nonreality items
- xv. Zoning
- xvi. Highest and Best Use
- xvii. Topographic map
- xviii. Photographs of improvements
- xix. Photographs of land
- e. To make meaningful comparisons between the sales comparisons and the appraised property, an appraiser must inspect all sales directly compared with the appraised property.
- f. If the sales comparison approach is not used, explain the reasons for not using this approach.
- 5. Value estimate by the income approach:
  - a. All data must be market supported.
  - b. If the income approach is not used, explain the reasons for not using this approach.
- 6. Correlation and final estimate:
  - a. Appraisers are responsible for explaining how they arrived at the final opinion of value including any methods of rounding.

#### **Part 4 - Exhibits and Addenda**

- A. Location maps:
  - 1. Maps must clearly identify the property and be of sufficient quality to enable the review appraiser to locate the property on the ground. Maps must be dated and include a legend, scale, at least two streets, and north arrow.
  - 2. Area Map. This is a small-scale map showing the general location of the subject market area.
  - 3. Plat map or Tax Assessor’s Parcel Map. This map shows the appraised property and its immediate neighborhood with rough property boundary locations and dimensions.
- B. Comparable data maps:
  - 1. This map must show the location of the appraised property and the sales. If all pertinent comparable sales cannot be shown on the same map as the appraised property, a smaller-scale map may be included in addition to the larger-scale map.
- C. Detail of comparative data
  - 1. Include all information for each comparable transaction used in the appraisal.
- D. Plot plan, if applicable
- E. Floor plan, if applicable
- F. Title evidence report
  - 1. Include a copy of the preliminary title commitment or preliminary title report if available.
- G. Other pertinent exhibits
  - 1. Present additional data such as documents and charts pertinent to the valuation and referred to in the body of the appraisal. Exhibits may include—
    - a. A copy of the deed restriction
    - b. A copy of any technical reports from specialists that may relate to the valuation of a property
    - c. Property owner “permission to appraise”
- H. Qualifications of appraiser:
  - 1. The appraisers must provide evidence of compliance with the certification requirements of the State or States where the properties are located.

2. In accordance with URA, 49 CFR 24, if the Sponsor uses a contract (fee) appraiser to perform the appraisal, such appraiser shall be State licensed or certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12. USC 3331 *et seq.*).
  3. The appraisers must provide documentation of compliance with experience, education and competency requirements.
  4. The appraiser must provide their contact information including but not limited to:
    - i. Address
    - ii. Phone numbers
    - iii. Email address.
- I. Engagement letter and/or instructions received from the client.

### **Technical Appraisal Review Reports**

- A. Technical Appraisal Reviews
1. All appraisal reports are subject to a technical appraisal review ordered by the Sponsor or NRCS and conducted for compliance with appraisal instructions, and USPAP, prior to acceptance for reimbursement by NRCS.
  2. The Sponsor will order the technical appraisal review.
  3. The review appraiser is not assigned to review the appraisal until a final one is received from the Sponsor.
  4. The review appraiser will provide a technical appraisal review report approving the appraisal or not approving the appraisal for agency use.
  5. During the review process the reviewer will identify any corrections or additions needed. The appraisal will be returned to the appraiser if significant changes are necessary. The review appraiser may contact the appraiser directly for clarification and report corrections.
  6. The review appraiser shall prepare a signed certification that states the parameters of the review. The certification shall state the approved value, and the amount believed to be just compensation for the acquisition.

## **ATTACHMENT B: EMERGENCY WATERSHED PROTECTION PROGRAM – BUYOUTS SPECIFICATIONS AND SCOPE OF WORK FOR TECHNICAL APPRAISAL REVIEW REPORTS**

### **A. BACKGROUND INFORMATION**

1. The United States of America, acting through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) is considering providing Financial Assistance to a qualified Sponsor to purchase hazard-prone properties in impaired watersheds that remain at-risk from certain imminent threats. The purpose of the Emergency Watershed Protection Program-Buyout alternative (EWPP-Buyout) is to remove threats to life and property, impede runoff and prevent soil erosion wherever floods, fire, or any natural occurrence is causing or has caused a sudden impairment of that watershed. As a condition of program eligibility, once a property is acquired, Sponsor's must then place a deed restriction limiting the land use types to certain open space uses that protect life, property, reduce erosion, and optimize hydraulic capacity to mitigate the adverse effects of future events.
2. All appraisals completed for this program must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the appraisal specifications for the Emergency Watershed Protection Program-Buyout alternative (EWPP-Buyout) program.
3. Technical appraisal reviews (technical reviews) will be completed according to the requirements for the EWPP-Buyout program. The technical appraisal review will certify compliance with applicable industry standards, the appraisal specifications, and program related requirements concerning the appraisal.

### **B. REVIEW APPRAISER QUALIFICATIONS**

1. Any real property appraisal reviewer (review appraiser) performing technical reviews must be a State- certified general real property appraiser, in conformance with title XI of the Financial Institution's Reform, Recovery and Enforcement Act of 1989 (FIRREA). The review appraiser must be in good standing with the licensing authority where the applicable credential was issued and must not have had any disciplinary action taken by the licensing authority. Review appraisers must have demonstrated competency in compliance with USPAP in conducting and reviewing appraisals of the same type of property and must have completed at least 40 hours of coursework in conducting technical appraisal reviews. These qualifications apply to any review appraiser providing these services.

### **C. PURPOSE OF THE TECHNICAL REVIEW REPORTS**

1. **PRIMARY DELIVERABLE:** The review appraiser must document the results of their technical appraisal review in a technical review report, which constitutes the primary deliverable. The required components and format for the technical review report are described in detail at the end of this document. The format may be a form, be narrative, or a combination of both.
2. **USPAP APPRAISALS:** The purpose of the technical review report is to provide an opinion of the acceptability of the USPAP appraisal that provides a supported market value of the property to be purchased. The market value definition that must be used and stated in developing and reporting this assignment is as follows:
3. "Market value" means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and

knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby—

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure to the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**NOTE: No other definition of market value is acceptable for USPAP appraisals.**

#### **D. SCOPE OF WORK**

1. **DELIVERABLE:** The scope of work is a desk technical review and examination to ensure:
  - a. The appraisal meets the definition of appraisal as required.
  - b. That it meets applicable appraisal requirements, which include USPAP.
  - c. That it complies with all appraisal instructions issued by the Sponsor or NRCS for the program.
2. **REQUIREMENTS:** The technical review report must comply with USPAP Standard 4 and these instructions. It must be available in electronic format, dated, and signed by the review appraiser. All items contained in Standard 3 of USPAP must be documented by the review appraiser in the technical review report. The review appraiser must make determinations as to the acceptability of the appraisal in accordance with instructions provided to the appraiser.
3. The review appraiser will determine if the appraisal is approved or not approved for Sponsor usage.
  - a. **APPROVED:** If the review appraiser determines the appraisal is approved, the review appraiser must set forth in the technical review report the recommended value of the appraised property as well as a statement indicating the appraisal complies with the assignment standards, adequately supports value opinion, and complies with requirements. The technical review report must document any corrections or changes that were implemented by the appraiser after submission of the initial appraisal.
  - b. **REVISION REQUESTS:** If the appraisal cannot be approved initially when submitted, the review appraiser will contact the appraiser and provide the appraiser the reasons the appraisal was not approved initially and permit the appraiser to make the necessary corrections or provide additional documentation to the appraisal. Minor typographical errors or issues that affect a few pages may be corrected through replacement pages. For more substantial corrections or where additional documentation is required, a completely new report must be provided. The decision to have the appraiser provide corrected pages or a new report is the responsibility of the review appraiser. The review appraiser must identify in the technical review report submitted to the Sponsor or NRCS all changes to the original appraisal made by the appraiser. The review appraiser must include correspondence to and received from the appraiser in the technical review report as an addendum.
  - c. **NOT APPROVED:** If, after the review appraiser makes diligent, documented efforts to get the needed support and improvements from the appraiser, the appraisal still does not meet acceptable standards and the value opinion is not adequately supported, the review appraiser may not approve the appraisal. The review appraiser must clearly explain why the appraisal is inadequate in the technical review report. The review appraiser may consult with the client before making a final determination, though such consultation is not required. If the review appraiser determines the appraisal is not acceptable, document any corrections or changes that

were implemented by the appraiser after submission of the initial appraisal.

1. If the appraisal report clearly does not meet the specifications and the review appraiser feels it cannot be easily corrected or the appraiser does not meet the qualifications, the review appraiser must contact the Sponsor to determine if the appraisal report can be disapproved before contacting the appraiser.

## E. LIMITATIONS

1. The review appraiser may not change an appraisal, except for minor mathematical or typographical errors, and must call these to the appraiser's attention. No one, except the original appraiser, is permitted to edit or otherwise revise the original appraisal.
2. The review appraiser may not substitute personal judgment for that of the appraiser, nor dismiss careful appraisal judgment solely because it cannot be supported by conclusive market data. However, the review appraiser may question the appraiser's judgment when it is illogical, unreasonable, not supported by data cited, or is inconsistent with other data.
3. The review appraiser must not allow goals or adversarial pressure to influence their opinion of an appraisal's value. The review appraiser's personal opinion regarding the proposed action must not influence the review process.
4. The review appraiser must not attempt to influence the appraiser's judgment or direct the appraiser toward a value estimate. The only effort should be to obtain a properly supported value opinion based on factual evidence and valid analysis of all facts available through use of approved appraisal approaches and techniques. Minor technical nonconformance with the USPAP, or appraisal specifications and instructions should not be the cause of rejection of an appraisal unless the deficiencies affect the reliability of the value; however, these minor technical nonconformances must be addressed in the technical review report.

## F. BACKGROUND FOR THE TECHNICAL REVIEW REPORT

- a. **Client:** Sponsor and NRCS.
- b. **Intended User:** Sponsor and NRCS.
- c. **Intended Use:** For the Sponsor and NRCS to determine acceptability of the appraisals for purchase decisions and value of the property under the EWPP-Buyout program.
- d. **Property rights to be appraised:** Land and improvements such as dwellings, outbuildings, sheds, site improvements, and irrigation water rights.
- e. **Irrigation Water Rights:** If irrigation water rights are included with the property, the appraiser will consider the water rights included on the subject property as identified by the client.
- f. **Mineral Rights:** If landowner owns subsurface rights where potential on-site mining activities may occur in the future, and purchase of those rights will still meet EWPP eligibility criteria (e.g. feasibility, cost:benefit, etc.) then it may be appropriate to include those rights as part of the appraised value.
- g. **Items provided to the Appraisal Reviewer:** A copy of the EWPP-Buyout Appraisal Specifications used by the Appraiser.
- h. **Review and Compliance:** All technical review reports are subject to a review for compliance with the applicable standards and as instructed by the Sponsor or NRCS.
- i. **Format:** The technical review reports must be in electronic format using the format shown in Exhibit 1. The review appraiser may add to the format as necessary.
- j. The technical review report must document whether the analysis and documentation contained in the reviewed appraisal supports the opinion of value arrived at by the appraiser and whether the appraisal was properly completed in accordance with standards and these requirements.

***Bold, italic words are for instruction and clarification. They should not be included in the technical review report.***

**Exhibit 1**

**Technical Review  
Report**

Appraisal Review of \_\_\_\_\_ (*property*) \_\_\_\_\_

File/Order number \_\_\_\_\_

Prepared by \_\_\_\_\_ (*name, title, unit*) \_\_\_\_\_

This technical review report is presented in four sections: (1) Appraisal Report Summary, (2) Appraisal Review Purpose, Scope, and Intended Use, (3) Review Appraiser’s Analysis, Comments, and Conclusions, and (4) Review Appraiser’s Certification.

**USPAP Appraisals:** As a result of my review, I (*approve*), (*disapprove*), the appraisal report that concludes an opinion as of \_\_\_\_\_ (*date*) \_\_\_\_\_, the market value of the subject parcel is \$ \_\_\_\_\_.

By: \_\_\_\_\_ (*signature*) \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Printed Name and Professional \_\_\_\_\_

Accreditation State Certification \_\_\_\_\_

# \_\_\_\_\_

***Identify type of value such as market, investment or other value, and identify and give estimated contributory values for major components such as land, and improvements.***

***Any extraordinary assumption or hypothetical condition of the appraisal report or the technical review report must be recited here.***

**Section 1: Appraisal Summary**

***Each must be completed from information in the appraisal.***

- a. Owner of Record
- b. Client of Appraisal (Name of Sponsor and NRCS)
- c. Intended use and users of the Appraisal (Landowner can be a user)

- d. Estate Appraised -  
*State the ownership interest as fee simple, leased, or partial interest and reference the specific title document or land report. If the estate appraised is subject to any reservations, outstanding rights, or other encumbrances, state them briefly here and fully in section 3.a.*
- e. Legal Description or Address  
*Identify the survey and land description or physical address.*
- f. Property Characteristics  
*Provide a brief overview of the physical, legal, and location characteristics of the property.*
- g. Extraordinary Assumption and/or Hypothetical Conditions  
*Identify the source of the written instructions.*
- h. Highest and Best Use
- i. Date of the Appraisal Report
- j. Effective Date of Appraisal
- k. Appraiser

## **Section 2: Appraisal Review Process**

- a. Client and Intended User (Name of Sponsor and NRCS)
- b. Intended Use
- c. Date of Technical Review Report
- d. Purpose of the Review Assignment

**USPAP APPRAISALS:** The purpose of the technical review report is to provide an opinion of the acceptability of the USPAP appraisal that provides a market value of the property. Appraisals must be completed in compliance with USPAP and the appraisal instructions issued by the Sponsor or NRCS. The appraisal report requires the level of detail necessary to thoroughly explain and support the property description, highest and best use, market characteristics, adjustment process and conclusions so that all reviewers and users have an adequate understanding of the statements, opinions and conclusions in the report.

- e. Scope of Work

Describe work the review appraiser did with the property before the appraisal, knowledge of any other appraisals that you returned or reviewed, property and comparable property inspection, sale verification, additional data and information procured, analytical methods applied, and what standards were followed. If the appraiser revised the appraisal during this review, at your request, describe the extent of the revision process. Any analytical work or support documents must be retained in the review appraiser's work file.

## **Section 3: Review Appraiser's Analysis, Comments, and Conclusions**

*The purpose of this section is to report the reasons and provide support for the review appraiser's conclusions and explain discrepancies and disagreements. This section should be written in a detailed format that clearly achieves the standards found in USPAP Standards 3 and 4. What follows is an outline of substance to be considered for the narrative.*

- a. Present your opinion of the adequacy to which the appraiser followed appraisal instructions, including value definition, sales verification, estate appraised, legal description used, and the general standards followed.
- b. Analyze and describe adequacy and appropriateness of appraiser's highest and best use determination. Comment whether an economic analysis was appropriate and carried out correctly. Compare subject and sales for consistency of highest and best use; compare subject zoning and land use regulations with appraiser's analysis of legal property uses; explain reasons of agreement or disagreement with highest and best use conclusion.
- c. Analyze and describe adequacy of appraiser's analysis of previous sale of subject property.
- d. Review and describe adequacy and appropriateness of valuation approaches selected.
- e. Review and describe adequacy of treatment of contributory values of water rights, minerals, and improvements.
- f. Review and describe appropriateness of sale data, review methods and accurateness of sales analysis, adjustments to sales, and value indications produced from sales.
- g. If appropriate, review for reasonableness and accuracy all assumptions and data in the cash flow analysis of an income approach and analyze for appropriateness the market extracted rate applied to any cash flow.
- h. If applicable, review for reasonableness and accuracy all assumptions and data used for economic, functional and physical depreciation in a cost approach and analyze its adequacy and reliability.
- i. Explain and conclude as to the reasonableness and appropriateness of the overall appraisal methods used and support presented. State whether the appraisal is approved or disapproved. If other than approved, summarize the principal reasons for your decision.
- j. Other issues as determined by the review appraiser.

#### **Section 4: Review Appraiser Certification**

*The italic words need to be changed for the circumstances and review appraiser.*

I certify that, to the best of my knowledge and belief—

- The facts and data reported by the review appraiser and used in the review process are true and correct.
- The analysis, opinions, and conclusions in this technical review report are limited only by the assumptions and limited conditions stated in this technical review report and are my own personal, impartial, and unbiased professional analysis, opinions, and conclusions.

- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no (*or the specified*) other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the 3-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this technical review report or to the parties involved in this assignment.
- My engagement on this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, and conclusions in this technical review report or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this technical review report.
- My analysis, opinions, and conclusions were developed and this technical review report was prepared in conformity with the applicable appraisal instructions and appraisal review instructions, and the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
- My report preparation and presentation conforms to the requirements of the code of professional ethics and standards of (*applicable professional organizations*).
- I am a member of the (*applicable professional organizations*) and am current on all continuing education requirements through (*date*).
- I *have (have not) made* a personal inspection of the subject property under review.
- (*Name of professional or no one*) provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

\_\_\_\_\_  
 Review Appraiser  
 General certification number, State,  
 and expiration date.

\_\_\_\_\_  
 Date of Review

\_\_\_\_\_  
 Title

Attach qualification statement and resume of the review appraiser.

**Sponsor Name and Letterhead**

Mail stop code and/or room number

P.O. Box or Street Address

City, State, ZIP Code

Phone:

TO: Eligible Landowner(s)

P.O. Box or Street Address

City, State, ZIP Code

Month XX, 20XX

RE: *Notice of Potential Eligibility for Voluntary Participation in the **Sponsor Name** Property Buyouts in Cooperation with the USDA-Natural Resources Conservation Service's Emergency Watershed Protection Program,*

Dear **Landowner Name**,

As a result of \_\_\_\_\_ **(Disaster name and date)** \_\_\_\_\_ the \_\_\_\_\_ **Name of Sponsor** \_\_\_\_\_ is exploring disaster relief assistance possibilities including property buyout options in cooperation with the USDA-Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection (EWP) program. The EWP Program provides financial assistance to local project sponsors to purchase or relocate properties from *voluntary* owners that may be threatened by flooding or erosion, caused by a sudden watershed impairment (i.e. a natural disaster). The main goal of the buyouts is to safeguard lives and property from imminent threats due to flooding and erosion and restore the natural environment after a disaster. Once a landowner and property have been determined to meet EWP program requirements, properties will be appraised by the Sponsor's selected appraiser and landowners will receive an Offer of Just Compensation in writing from the Sponsor to purchase the property. A landowner may choose to accept or reject the offer.

Your property at \_\_\_\_\_ **(Address)** \_\_\_\_\_ could meet the program requirements for an EWP Program buyout. If you are interested in pursuing this option, with your permission, the \_\_\_\_\_ **(Sponsor Name)** \_\_\_\_\_ would like to further evaluate your property for EWP buyout eligibility. Participation in the program is completely *voluntary*. The USDA-NRCS nor the \_\_\_\_\_ **(Sponsor name)** \_\_\_\_\_ will not acquire the property through eminent domain or other means, and you will not be displaced if future negotiations fail to result in an agreement or you choose to opt out of the buyout.

If you choose to participate in the project, your property will be appraised using the fair market value as of \_\_\_\_\_ (day before qualifying disaster OR present day-this will be selected by NRCS State Conservationist for the entire project but this decision has been finalized yet for this project) \_\_\_\_\_ in accordance with Appraisal specifications and Uniform Standards of Professional Appraisal Practice (USPAP). Since participation is voluntary, you are not entitled to moving expenses or other relocation expenses in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (The Uniform Act) or 49 CFR 24 (The URA). However, any tenants or legal occupants that qualify as “Displaced Persons” according to the URA 49 CFR 24 may be eligible for actual cost moving expenses among other relocation assistance benefits or services, should you as a landowner, decide to accept the buyout offer. A separate notification letter will be provided to any renters or eligible tenants later in the process, should you choose to accept the offer, detailing their rights and outlining the types of assistance they may be eligible to receive.

If you choose to accept the buyout offer of just compensation, your rights to the property will be forfeited in the transaction and you will be required to permanently relocate from the premises prior to closing. Any structures or improvements thereon will either be demolished or relocated in accordance with program guidelines and local, state and federal regulations. In some instances, relocation and certain re-establishment expenses for a dwelling that is decent, safe and sanitary, such as a manufactured or mobile home, may also be covered through the buyout project. After closing, lands are owned, operated and maintained by the Project Sponsor, and land uses are restricted to open space and other approved conservation uses.

Once we receive this signed “Acknowledgement of Voluntary Participation”, the \_\_\_\_\_ (Sponsor) \_\_\_\_\_ will be reaching out to you to communicate the next steps in the process. Should you have any questions, please contact \_\_\_\_\_ Sponsor POC Name \_\_\_\_\_ at (xxx) xxx-xxxx or via email at [Sponsornamere@Sponsorserver.org](mailto:Sponsornamere@Sponsorserver.org).

Sincerely,

**Name**  
*Title*

## **ATTACHMENT C: DUPLICATION OF BENEFITS WORKSHEET EMERGENCY WATERSHED PROTECTION PROGRAM, BUYOUTS (EWPP-BUYOUTS)**

Landowner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Disaster Event Name: \_\_\_\_\_ Disaster Event Date: \_\_\_\_\_

According to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended December 29, 2022 through PL 117-328) Section 312(c), *A person receiving Federal assistance for a major disaster or emergency shall be liable to the United States to the extent that such assistance duplicates benefits available to the person for the same purpose from another source. The agency which provided the duplicative assistance shall collect such duplicative assistance from the recipient in accordance with chapter 37 of title 31, United States Code, relating to debt collection, when the head of such agency considers it to be in the best interest of the Federal Government.*

By law, federal agencies cannot provide financial assistance when another federal source has provided assistance for the same disaster-caused need. This is referred to as a “Duplication of Benefits” (DOB) or sometimes called “double dipping.” For example, FEMA cannot pay for home repairs if the homeowner is already receiving sufficient funds from his or her insurance company for the same repairs. Applicants receiving funds to replace or relocate a flood-damaged residence, likewise, may not receive funds from the Natural Resources Conservation Service Emergency Watershed Protection Program, Buyouts (NRCS-EWP Program Buyouts) to replace or relocate the residence. Applicants that received benefits from multiple federal sources for the same disaster-caused need may have the final purchase price or relocation assistance reduced to prevent duplication of benefits and/or be required to pay back any duplicate benefits to the duplicating agency. If an Applicant can demonstrate the benefits received were used for their intended purpose, such as through materials and/or repair receipts, then many times there will be no offer deduction or repayment necessary (e.g. using insurance proceeds intended for repairs to fix the home and make it livable again). For the purposes of the EWP Program Buyouts, payments received to cover damage or loss of personal property, or to provide living assistance, would **not** be considered a DOB.

Those receiving any disaster related assistance should keep the following documentation for at least 3 years following a disaster event:

- Proof of assistance received, its source and intended purpose
- Receipts showing how those funds were spent

Applicants’ cases may be reviewed internally, as needed on a case-by-case basis, by the Sponsor or NRCS representatives to confirm funds were spent for their intended purpose(s). The project Sponsor or NRCS may request additional supporting documentation to make the DOB determination.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Section 216 of Public Law 81-516 (33 U.S.C. Section 701b-1) and Section 403 of title IV of Public Law 95-334, the Agricultural Credit Act of 1978, as amended by Section 382 of the Federal Agriculture Improvement and Reform Act of 1996, Public law 104-127 (16 U.S.C. 2203). The information regarding your property may also be subject to sharing within the United States Department of Agriculture (USDA).

**PRINCIPAL PURPOSE(S):** This information is being collected for the primary purpose of determining eligibility for and administering of USDA Natural Resources Conservation Service’s (NRCS) Emergency Watershed Protection Program (EWPP) and is collected by the local EWPP sponsoring organization.

**ROUTINE USE(S):** The information regarding your property may be shared under 5 U.S.C. § 552a(b) of the Privacy Act of 1974 and in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171). This includes disclosing this information as necessary and authorized by routine uses published in the USDA NRCS policy manual Title 390 Emergency Watershed Protection Program Manual. These routine uses may include sharing with custodians of property records such as other Federal or other governmental agencies, insurance companies, or any public or private entity for the purposes of ensuring that the property has not received money that is duplicative of any possible EWPP assistance received.

**DISCLOSURE:** USDA NRCS hereby notifies you that the disclosure of your property information to the EWPP sponsoring organization is voluntary; however, failure to provide the information requested may delay or prevent you from receiving EWPP funds for the property.

Property Address or Identifier: \_\_\_\_\_

Applicants that receive benefits through the following programs may be at risk for duplication of benefits when receiving payment through the EWP Program-Buyouts:

- FEMA’s Hazard Mitigation Assistance (HMA) Grant program including the Building Resilient Infrastructure and Communities (BRIC) Program, the Flood Mitigation Assistance (FMA) Program, Hazard Mitigation Grant Program and the Hazard Mitigation Grant Program Post Fire (HMGP Post Fire) when property acquisition, structure relocation/demolition, or restoration of open space for natural resources or increased hydraulic capacity are program objectives.
- FEMA’s Public Assistance (PA) program in situations where benefits have paid, or will pay, for demolition activities, or for acquisition for flood mitigation reconstruction projects.
- Small Business Association (SBA) loans where funds were not spent on necessary structural repairs due to the qualifying disaster event, and/or in certain situations where the Small Business Loan directly impacts the valuation of a property for EWP Program-Buyouts.

There may be other federal sources of disaster assistance that would be considered duplication of benefits required to be reported to NRCS/FEMA. It is the Sponsor’s and NRCS’s responsibility to determine whether assistance from the EWP Buyout program will cause a duplication of benefits that may be subject to payback in accordance with chapter 37 of Title 31, United States Code, relating to debt collection. If an EWP Program-Buyout Applicant has received assistance in conjunction with the above identified disaster, the Applicant must report those benefits to their Sponsor and NRCS before acquisition activities are finalized. Questions related to the duplication of FEMA benefits determination should be directed to [FEMA-DRRA-Implementation-Action-Office@fema.dhs.gov](mailto:FEMA-DRRA-Implementation-Action-Office@fema.dhs.gov) or by reaching out to your FEMA region representative.

o I have received benefits from the following agencies, companies or organizations in relation to disaster claims filed for \_\_\_\_\_ which occurred on \_\_\_\_\_  
(Name of Disaster Event) (Date)  
for my property at \_\_\_\_\_  
(Address, City, State)

(Check all that apply)

- FEMA Hazard Mitigation Assistance Grant Program (HMA)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
- FEMA Building Resilient Infrastructure and Communities Program (BRIC)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
- FEMA Flood Mitigation Assistance Program (FMA)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_

Property Address or Identifier: \_\_\_\_\_

- FEMA Hazard Mitigation Grant Program (HMG)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
  
- FEMA Hazard Mitigation Grant Program-Post Fire (HMG Post Fire)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
  
- Small Business Association Loan  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
  
- Other Assistance (e.g. private flood insurance, other Federal assistance, etc.)  
Amount of Assistance: \$ \_\_\_\_\_  
Purpose of Assistance \_\_\_\_\_
  
- I did **not** receive any insurance assistance or disaster recovery compensation from FEMA, my private insurance company, or other Federal sources for repair, replacement, demolition or relocation of my residential property at the above-named address due to the referenced disaster event at this time.

I have been made aware of the potential for duplication of benefits and I may be subject to repayment of any duplicated funds received through the Emergency Watershed Protection Program-Buyouts and/or may have the final purchase price reduced to prevent duplication of benefits. I have done due diligence to research any potential duplication of benefits payback liability and understand that the USDA-NRCS may report any disaster proceeds received to other Federal agencies wherein I received Federal disaster-related funds for the same or like purpose. I agree to notify my Project Sponsor and NRCS of any additional sources of Federal Assistance received and understand that I may be required to provide additional documentation upon request such as evidence of the assistance payment amount, date received, letters or documents outlining the intended purpose of the assistance received, and/or receipts that indicate how the assistance funds were spent. By signing below, I hereby acknowledge that all facts contained herein are true and correct to the best of my knowledge, and I understand that fraudulent claims made to the Federal Government may constitute perjury and is a Federal Offense, punishable by law (18 U.S. Code §1001).

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

Landowner Name Printed: \_\_\_\_\_

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

Landowner Name Printed: \_\_\_\_\_

EXHIBIT B

NRCS EMERGENCY WATERSHED PROTECTION PROGRAM  
BUYOUT DEED RESTRICTION

In reference to the property or properties described in EXHIBIT A, PROPERTY DESCRIPTION (the “Property”) conveyed by the Deed between [PROPERTY OWNER(S)] (“the Grantor”) and the [SPONSOR NAME] (“the Grantee”), its successors and assigns:

WHEREAS, the Emergency Watershed Protection (EWP) Program, as authorized in the Agricultural Credit Act of 1978, (16 USC 2203), authorizes the Secretary of Agriculture to undertake emergency watershed protection measures in cooperation with a State or political subdivision thereof, federally recognized tribe or tribal organization, or unit of local government (collectively referred to as the “Sponsoring Entity”), as the Secretary deems necessary to safeguard lives and property from floods, drought, and the products of erosion on any watershed whenever fire, flood, or any other natural occurrence is causing or has caused a sudden impairment of that watershed.

WHEREAS, the EWP Program provides a process for a Sponsoring Entity to request EWP Program financial assistance to implement emergency measures;

WHEREAS, [INSERT GRANTEE NAME] entered into a Cooperative Agreement with the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) dated [INSERT DATE] making it an EWP Program Sponsoring Entity;

WHEREAS, as a condition of receiving federal financial assistance pursuant to the EWP Program, Grantee intends to use EWP funding to acquire legal title to that certain real property located at [ADDRESS OF PROPERTY] and further identified on EXHIBIT A;

WHEREAS, the terms of the EWP Program statutory authorities, regulatory requirements, and the Cooperative Agreement, require that the Sponsoring Entity agree to impose conditions that perpetually, or as long as permitted by state law, restrict the use of real property acquired with EWP Program financial assistance to open space in order to reduce threats to life or property from a watershed impairment and restore the hydraulic capacity to the natural environment to the maximum extent practical;

WHEREAS, as a condition of receiving federal financial assistance pursuant to the EWP Program, the [INSERT GRANTEE NAME], as Sponsoring Entity and Grantee, has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land in perpetuity, or as long as allowed by state law, and binding upon any successors, heirs, and assigns.

NOW THEREFORE, in consideration of the issuance of EWP financial assistance by NRCS through the Cooperative Agreement and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Grantee hereby irrevocably covenants, pursuant to the terms of the EWP Program statutory authorities, regulatory requirements, and the Cooperative Agreement, that the following terms and conditions:

1. Terms.
  - a. The following conditions and restrictions shall apply in perpetuity, or as long as allowed by state law.
  - b. **Compatible Uses.** The Property shall be dedicated and maintained in perpetuity or as long as allowed by state law as open space for the conservation of natural floodplain functions. Compatible uses may include: parks for outdoor recreational or educational activities; wetlands management; nature reserves; grasslands; and other uses that restore the hydraulic capacity to the natural environment.
  - c. **Structures.** No new structures or improvements shall be erected on the Property other than a public facility that is open on all sides and functionally related to a designated open space or recreational use.
  - d. **Transfer.** The Grantee, including successors, heirs, or assigns, must include notice of the Property transfer to the NRCS State Conservationist. All transfers must be recorded with these deed terms and restrictions referenced and incorporated to the conveyance, for perpetuity or as long as allowed by state law. In addition:
    - i. Grantee must retain enforcement authority to control the terms and conditions of this Deed Restriction and may not convey such enforcement authority during transfer of the Property.
    - ii. Grantee's conveyance of the property interest must incorporate a provision for the property interest to revert to the Grantee in the event that the transferee fails to comply with the terms and conditions of this Deed Restriction.
  - e. **Inspection.** NRCS, its representatives and assigns, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Deed Restriction, EWP regulations at 7 C.F.R Part 624, and the Cooperative Agreement.
  - f. **Monitoring and Reporting.** The Grantee is responsible for inspecting the Property and enforcing the terms of the Deed Restriction. Any findings in violation of the deed restriction terms and conditions shall be reported to the NRCS State Conservationist.
  - g. **Enforcement.** If the Property is not maintained consistent with the terms of this Deed Restriction, by 7 C.F.R. Part 624 and the Cooperative Agreement, the Grantee and its representatives, successors and assigns, are responsible for taking measures to bring the

Property back into compliance. The relative rights and responsibilities of NRCS, the Grantee, and subsequent holders of the Property interest at the time of enforcement, shall include the following:

- h. NRCS will notify the Grantee and the current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
  - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of this Deed Restriction, 7 C.F.R. Part 624 and the Cooperative Agreement, within the 60-day period, NRCS shall enforce the terms of this Deed Restriction by taking any measures it deems appropriate, including but not limited to, bringing an action at law or in equity in a court of competent jurisdiction, and/or withholding NRCS awards or assistance from Grantee or any successors in interest.
5. Amendment. This Deed Restriction constitutes a binding covenant running with the land and may not be rescinded, modified, or amended, in whole or in part, without the written consent of the NRCS State Conservationist and the Grantee, and only to the extent that such rescission, modification, or amendment is consistent with the purposes of the EWP program as determined by NRCS.
6. Severability. Should any provision of this Deed Restriction or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this Deed Restriction and its application shall not be affected thereby, and each provision hereof shall remain valid and enforceable.
7. Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day they are hand delivered or mailed:

(Grantee): [INSERT GRANTEE NAME]

[ADDRESS]

[CITY, STATE, ZIP CODE]

Attn:

USDA - Natural Resources Conservation Service:

[STATE OFFICE ADDRESS]

[CITY, STATE, ZIP CODE]

IN WITNESS WHEREOF, the Grantee has caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth below.

Landowner 1/Grantor's Signature: \_\_\_\_\_

Landowner 1 Name (Printed): \_\_\_\_\_

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

Landowner 2/Grantor's Signature: \_\_\_\_\_

Landowner 2 Name (Printed): \_\_\_\_\_

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

Sponsoring Entity/Grantee's Signature: \_\_\_\_\_

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

Sponsoring Entity/Grantee's Name of Signatory: \_\_\_\_\_

Sponsoring Entity/Grantee's Title of Signatory: \_\_\_\_\_

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

[SEAL]

**FIRST ADDENDUM  
TO THE  
COOPERATIVE AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
CITY & BOROUGH OF JUNEAU  
FOR  
ADVANCE MEASURES ASSISTANCE**

THIS Addendum, entered into this 30<sup>th</sup> Day of October 2025, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the “Government”) represented by the District Engineer, Alaska District, US Army Corps of Engineers, and City & Borough of Juneau, Alaska (hereinafter referred to as the “Public Sponsor”), representative, Katie Koester, City Manager, City & Borough of Juneau, Alaska, adds the following to the Cooperative Agreement between the parties dated February 14, 2025.

**WITNESSETH THAT:**

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

**WHEREAS**, the Governor of Alaska has requested, in a letter dated October 22, 2025, continued assistance under 33 U.S.C. section 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 to as follows;

2.e. In addition to the original agreement, the terms and conditions of which remain in effect, the Public Sponsor further agrees to the following description of work:

USACE will supplement the City and Borough of Juneau along the Phase 1 alignment by providing technical assistance for the repairs, fortification, increasing the temporary flood barrier height, bank armoring and other associated items related to the Phase 1 temporary flood barrier installation to protect against the increasing future GLOF events to continue effectively providing temporary flood protection to the Phase 1 inundation area.

USACE will supplement the City and Borough of Juneau along the Phase 2 alignment by installing riverbank armoring in accordance with local best practices on the Mendenhall River and install temporary flood barriers to the height and configuration identified by CBJ for the imminent GLOF threat for the of the unprotected, populated riverbank areas of the Mendenhall River, including: 1) The continuation of barriers from the end of Phase

1, down river on the east bank through the Brotherhood Bridge; 2) Both banks of the river from below Brotherhood Bridge to the river outlet past the Mendenhall Wastewater Treatment Plant; 3) The west bank of the river north from Brotherhood bridge, along the Kax trail to higher ground above the Wildmeadow Lane neighborhood; 3) The west bank from Back Loop Bridge extending downstream through the extents of the River Road neighborhood; 4) The east bank from the Back Loop Bridge, extending downstream to connect to the beginning of Phase 1 at the north end of Marion Drive. The work includes, but not be limited to, constructing and restoring access points for installation of bank armoring, temporary flood barriers and other necessary flood fighting infrastructure, culverts and check valves, and other tasks necessary to construct a fortified, complete temporary flood barrier such as site grading and foundation improvements. The work shall be completed prior to July 15, 2026.

**IN WITNESS WHEREOF**, the parties here to have executed this addendum on the day and year first written above.

THE DEPARTMENT OF THE ARMY

CITY AND BOROUGH OF JUNEAU

JEFFREY S. PALAZZINI  
COL, EN  
Commanding

KATIE KOESTER  
CITY MANAGER

ADDRESS:  
2204 Talley avenue  
JBER, AK 99506

ADDRESS:  
155 Heritage way  
Juneau, AK 99801