

FEB 10 1966

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

405 Iowa Building
Des Moines, Iowa 50309
February 9, 1966

Mr. Raymond Hohl
Chairman
Lee County Soil Conservation District
PO Box 57
Donnellson, Iowa 52625

Dear Mr. Hohl:

Attached is the revised basic memorandum of understanding between the Lee County Soil Conservation District and the U. S. Department of Agriculture, signed by the district governing body on July 24, 1962, and by the Secretary of Agriculture on March 6, 1963.

Also attached is a letter from the Secretary of Agriculture to you commending the District on its progressive action. Five copies of a photograph showing the signing of the revised memorandum of understanding by the Secretary are enclosed for your use.

Mr. Don Williams, Administrator of the Soil Conservation Service, has asked me to convey his compliments to the members of the district governing body for your foresight and vision in broadening the concepts of conservation and good land use in your District. He commends you for recognizing the new challenges and opportunities which lie ahead in this field, and he pledges to you the full cooperation of the Soil Conservation Service in meeting these new challenges.

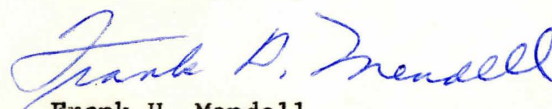
I join with the Administrator in pledging our full cooperation in the cause of soil and water conservation.

We have held these documents awaiting up-to-date revision of your district program which has now been received, has been reviewed by the State Committee, and is now being forwarded to the Washington office.

We encourage you in making local public announcement of the modernizing of the memorandum of understanding and district program. You are at liberty to quote from Secretarial Memorandum 1488, from the Secretary's letter to the District Governing Body, and from this letter, and to use the photograph of the Secretary and Administrator Don Williams in making your local announcement.

Best wishes.

Sincerely yours,



Frank H. Mendell
State Conservationist

Attach.



DEPARTMENT OF AGRICULTURE
WASHINGTON 25, D.C.

FEB 10 1966

March 6 1963

Mr. David Weisinger
Chairman, Lee County
Soil Conservation District
Donnellson, Iowa

Dear Mr. Weisinger:

I want to commend the governing body of your District for their progressive action in updating the soil and water conservation program and modernizing the Memorandum of Understanding with the U. S. Department of Agriculture. This is an important initial step in helping private landowners move forward more effectively with their soil and water conservation effort.

The District movement has gained enormous strength over the past quarter century because you and other dedicated men have given freely of your time, energy, and imagination in the finest tradition of democratic action and self government.

We are on the threshold of a new era in the management of our resources--of land and water, forest and wildlife--by our people. I am convinced that your District has an important part to play in giving reality to our broadened concepts of conservation and wise land use. I urge you to push forward in every way you can conceive to achieve maximum advancement in the conservation and development of our soil and water resources within your District.

I assure you of the Department's readiness to cooperate with you to the full extent of its ability.

Sincerely yours,

Orville L. Freeman

SECRETARY



Growth Through Agricultural Progress

MEMORANDUM OF UNDERSTANDING

between the

LEE COUNTY

SOIL CONSERVATION DISTRICT

and the

UNITED STATES DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding is between the Lee County Soil Conservation District, State of Iowa, hereinafter called the District, and the United States Department of Agriculture, hereinafter called the Department. It is effective on the date it is signed by or for the Secretary of Agriculture, and replaces any Memorandum of Understanding heretofore entered into between the District and the Department.

STATEMENT OF PURPOSE

The District has been organized pursuant to the Soil Conservation Districts Law of Iowa as a governmental subdivision of the State as evidenced by its certificate of due organization, a copy of which is on file in the Department. It is prepared to exercise within its boundaries public powers as authorized by that law, as amended and supplemented.

The Secretary of Agriculture is authorized under the terms of various statutes administered by the Department to carry out a broad program of assistance to farmers, ranchers, and landowners including soil and water conservation, watershed protection, flood prevention, farm forestry, and rural areas development, and encompassing research, education, technical assistance, cost sharing and credit. This program may include cooperation with and assistance to soil conservation districts in conserving and improving soil, water, vegetative, wildlife, and related resources, and in reducing damage by floods and sedimentation.

The District has adopted a program outlining in general its longtime soil and water conservation and resource-use objectives, a copy of which is on file in the Department. The District is engaged in carrying out this program. The District has available, or in the future may have, services, facilities, and funds from Federal, State, local and private sources for use in carrying on its work.

The District and the Department have the common objective of helping to bring about the use of each acre of agricultural and other land within the limits of its

capabilities and the treatment of each acre in accordance with its needs for protection and improvement. Cooperation will be mutually helpful to the District and the Department in achieving this common objective. This Memorandum of Understanding establishes an enduring basis for such cooperation and assistance.

A. What The Department Will Do

The Department will cooperate with and assist the District in carrying out its longtime soil and water conservation and resource-use program. Such assistance as is consistent with the Department's statutory authority and available resources will be provided through its various agencies in accordance with Departmental regulations. Such assistance will be made available through Supplements to this Memorandum of Understanding, or other appropriate arrangements, developed between the District and each agency of the Department cooperating with the District.

B. What The District Will Do

1. The District, upon request or upon its own initiative, will consult with and make recommendations to departmental agencies carrying on conservation work within the District, with respect to the development and administration of conservation activities and the over-all conservation problems and work plans of the District, to best effectuate the purpose of those activities.

2. The District will prepare an annual work plan to serve as a guide in carrying out its program during the year ahead.

3. Where the aid to be furnished by the District to owners and operators of land in carrying out conservation and resource-use plans involves assistance provided the District by an agency of the Department, the District will enter into agreements with those owners and operators, fixing the responsibilities of the parties in carrying out those plans. The forms of such agreements are to be acceptable to the Departmental agency involved. Where assistance is limited to consultative type services, suitable informal arrangements rather than formal agreements are appropriate.

4. The District will be responsible for determining the kind, amount and priority of work to be performed by it on farms, ranches, and other land, and for

seeing that the provisions of agreements it enters into with owners and operators of land are carried out.

5. The District will provide such funds, personal services, and facilities as it is able to obtain for carrying on its work.

6. The District will not charge for assistance made available by the Department and will conduct its work in such manner that cooperating land owners and operators, and the public generally will understand that any charges it may make are not for that assistance.

7. Within 60 days after the end of each calendar year, the District will submit to the Department of Agriculture, through the State Conservationist of the Soil Conservation Service, an annual report on the District's activities and accomplishments. The District will send a copy of its annual report to each cooperating Departmental agency. The District will keep its records in such a way that the agencies of the Department cooperating with the District may obtain adequate information as to the District activities by examining these records.

8. The District will inform all cooperating agencies of the Department of any substantial changes in its longtime program in order to avoid possible misunderstandings in carrying out the District's work.

C. It Is Further Understood

1. Assistance supplied to the District by a Departmental agency will be furnished in accordance with the agency's applicable authorities and policies.

2. Any assistance in carrying on educational or farm forestry work made available to the District by Departmental agencies will be furnished in accordance with existing or future agreements between the Department or its agencies and State agencies.

3. This Memorandum shall not be construed to affect the jurisdiction of the Federal Government, or any agencies thereof, over Federally-owned land which may lie within the boundaries of the District.

4. Departmental agency personnel and facilities shall be under the administrative jurisdiction of the Departmental agency involved.

5. Any equipment and materials made available to the District by Departmental

agencies shall be utilized by the District in accordance with an agreement entered into governing their use.

6. Personnel, facilities and funds available to the Districts from State, local and private sources shall be under the administrative jurisdiction of the District or of the cooperating State or local agency.

7. Neither the Department nor the District shall be bound by any obligation in this Memorandum or any Supplement thereto or other appropriate arrangements which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.

8. All matters that may require administrative action or approval by any agency of the Department will be handled through the established administrative procedures of that agency and of the Department.

9. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto or may be terminated by either party alone by giving sixty (60) days' notice in writing to the other.

10. Any Supplemental Memorandum of Understanding or other appropriate arrangements now in effect between the District and an agency of the Department shall remain in full force and effect, and shall be subject to all of the provisions hereof.

LEE COUNTY

SOIL CONSERVATION DISTRICT

By

Anson Johnson
CHAIRMAN, DISTRICT GOVERNING BODY

The signing of this Memorandum of Understanding was authorized by a resolution of the District Governing Body adopted at a meeting held on July 18, 1962, 19 .

Robert M. Dowling
SECRETARY, DISTRICT GOVERNING BODY

Date: July 24, 1962.

UNITED STATES DEPARTMENT OF AGRICULTURE

By

Quillan E. Fuman
SECRETARY OF AGRICULTURE

Date: March 6 1963, 1963