

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

between the

Lee County

SOIL CONSERVATION DISTRICT, State of

Iowa

and the

SOIL CONSERVATION SERVICE, U. S. DEPT. OF AGRICULTURE

The Lee County Soil Conservation District, of
State of Iowa and the Secretary of Agriculture,

United States Department of Agriculture, have entered into a Memorandum of Understanding, which was signed by the District on the 24th day of January, 1945. That Memorandum establishes a basis for the cooperation of agencies of the Department with the District. Under the terms of the U. S. Soil Conservation Act of 1935 (Public No. 46 - 74th Congress, 49th Stat. 163), and other Acts, the Soil Conservation Service is authorized to cooperate with and to furnish assistance to governmental subdivisions or agencies, such as the District, for soil and water conservation work.

The District and the Service have the common objective of helping to bring about the use of each acre of agricultural land within the limits of its natural capabilities and the treatment of each acre in accordance with the needs for protection and improvement. They, therefore, enter into this Memorandum of Understanding as the foundation for an enduring cooperative working arrangement.

A. WHAT THE SERVICE WILL DO.

1. The Service will make available to the District the services of technical personnel especially trained in the science of soil and water conservation and provide such facilities as its employees may require for the efficient performance of their work. Through its State Conservationist, the Service will designate a Conservationist as its primary staff member for its

assistance to the District.

2. As may be needed, Service personnel will assist the District (1) in making necessary soil and other surveys; (2) in developing guiding conservation plans for watersheds or other natural areas; (3) in helping owners and operators of lands within the District to develop conservation plans for farms and other land units with the guidance of such surveys and plans; (4) in explaining cooperative agreements and working arrangements; (5) in aiding landowners and operators to perform operations which require technical skill beyond the experience of the individuals involved; (6) in preparing conservation plans for land owned or leased by the District, and in applying such plans; (7) in determining the adequacy of soil conservation practices which have been put into operation pursuant to conservation plans; (8) in recommending necessary revisions in such plans; (9) by installing certain of the works where agreed by the Service and the District to be necessary; (10) as consultants in improving its program and in keeping the work plan current; (11) by serving, upon request, on such advisory committees as the District may establish; (12) in keeping records and preparing reports; and in other related activities.

3. Within the limits of its authority and available resources, the Service will make available to the District such additional assistance as may be mutually determined to be necessary and desirable to enable the District to attain its objectives. This additional assistance may include (a) planting materials suitable for field observation or trials, seed increase, and similar conservation plantings, and (b) field equipment of a kind not generally owned by owners and operators of land within the District.

4. A schedule of the kinds and amounts of assistance to be made available will be furnished to the District. The Service will consult the governing body of the District before making major changes in the kinds and amounts of assistance scheduled to be furnished.

B. WHAT THE DISTRICT WILL DO

The District has responsibilities within the District for further effectively arousing the active interest of owners and operators of land, and the public generally, with the necessity and methods for attaining soil and water conservation objectives. The District will annually bring its work plan up-to-date as a general guide for its work and activities. More specifically with respect to assistance made available by the Service:

1. The District will (a) be responsible for determining priority of work areas, through separate determinations or criteria it establishes for that purpose; (b) adopt a system for the orderly and progressive development and application of conservation plans for farms and other land units, by individual operating units and groups of operating units within such areas; (c) develop a systematic method for group and individual follow-up work essential to the carrying out of basic conservation plans, including stages thereof; and (d) formulate principles and determine priorities for development of guiding conservation plans for watersheds or other natural areas within the District.

2. In helping to apply conservation practices and measures on farms and other land units, the District will utilize assistance made available by the Service only on lands under cooperative agreements or working arrangements with the District.

3. The District will keep current records of any materials made available to it by the Service, showing the kinds and amounts used on lands covered by each cooperative agreement or working arrangement. It will obtain receipts for all such materials delivered to each cooperator. The District will have such records and receipts available for examination at any reasonable time by accredited representatives of the Service.

4. The District will operate and service in a husbandlike manner any field equipment loaned by the Service. The designated Conservationist and

other accredited employees of the Service shall have free access to Service equipment for purposes of inspection. Any field equipment loaned to the District will be returned to the Service (a) upon the termination of this Supplemental Memorandum of Understanding, (b) after thirty (30) days' written notice by the Service to the governing body of the District, asking for the return of the equipment, (c) after thirty (30) days' written notice by the District to the Service, expressing a desire to return the equipment, or (d) at any time upon mutual consent in writing.

5. The District will conduct its work in a manner that cooperating landowners and operators, and the public generally, understand that any charges it may make are not for use of assistance made available through the Service free of charge.

C. IT IS FURTHER UNDERSTOOD

1. Service personnel and facilities shall be under the administrative supervision and direction of the Service. The District will be consulted in advance as to the headquarters of personnel assigned to assist the District and every reasonable effort will be made to select such headquarters as are mutually satisfactory to the District and the Service. In case of disagreement, the Service retains the right to establish headquarters for its personnel at such places as it deems most appropriate.

2. The District will furnish to the Service, through the designated Conservationist, receipts for any Service field equipment made available to the District at the time of the delivery of the equipment, and receipts for any Service materials made available to the District at the time of the delivery of the materials or within thirty (30) days after December 31 of each year. The Service will furnish receipts to the District for any equipment and materials returned by the District, at the time of their delivery to the Service.

3. The District will include in its annual work plan provision for

organizing and utilizing resources available to the District from sources other than the Service to (a) further the application of conservation measures and conservation plans, (b) encourage continuing maintenance of all conservation measures, and (c) assemble information annually for the District Governing Body regarding effective conservation on the land. The responsibilities of the District and cooperating landowners and operators for the maintenance of applied conservation measures will be set forth in the work plan along with orderly procedures and assignments for carrying out necessary maintenance activities. That part of the work plan will be carried out principally through assistance available to the District from sources other than the Service. Thus, assistance made available by the Service will be used primarily for helping to develop and apply conservation plans for farms and other land units, to develop guiding conservation plans for watersheds or other physical areas, and to make improvements in such plans in the light of additional information through research and experience.

4. This Supplemental Memorandum of Understanding shall be subject to all the provisions of the basic Memorandum of Understanding between the District and the Department referred to above.

5. This Supplemental Memorandum of Understanding shall be effective when signed by both parties, and unless otherwise terminated shall continue in effect for the duration of the above-mentioned Memorandum of Understanding. It shall replace any similar Supplemental Memorandum of Understanding previously entered into between the parties. It may be terminated at any time by the joint agreement of the parties, or by either party by giving sixty (60) days' notice in writing to the other party.

Lee County SOIL CONSERVATION DISTRICT
By: O. C. Trebill
Chairman, District Governing Body
Date: June 10 1954.

The signing of this Supplemental Memorandum of Understanding on behalf of the District was authorized by a resolution of the District Governing Body adopted at a meeting held on the 13th day of May 1954

Robert J. Foster
Secretary, District Governing Body

Date: June 10 1954

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: Frank D. Merrill
State Conservationist, Soil Conservation Service

Date: June 28 1954