



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

PATTY JUDGE
SECRETARY OF AGRICULTURE

December 9, 2002

Terry L. Boles, Chairperson
Clarke SWCD
709 Furnas Dr., Suite 3, Box 425
Osceola, IA 50213-0425

Dear Terry:

Enclosed is one fully executed copy of the first FY2003 supplement to the project agreement between the IDALS/DSC, the Warren, Clarke, Lucas, and Marion Soil and Water Conservation Districts, and the USDA/NRCS with respect to the Whitebreast Creek Watershed Project.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Gillespie", written over a horizontal line.

James E. Gillespie, Field Services Bureau Chief
IDALS - Division of Soil Conservation

JEG/web
Enclosure

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**FIRST FY2003 SUPPLEMENT TO THE
PROJECT AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION
AND THE
WARREN, CLARKE, LUCAS AND MARION SOIL AND WATER CONSERVATION DISTRICTS
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Warren, Clarke, Lucas, and Marion Soil and Water Conservation Districts, hereinafter referred to as the Districts; and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Whitebreast Creek Watershed Project (Warren, Clarke, Lucas, and Marion SWCDs)
- II. Purpose of the Supplement

This supplement extends Section 319 funding and additional Watershed Protection Fund (WSPF) funding to the Districts for year 3 (FY2003) activities of the Whitebreast Creek Watershed Project. The Division agrees to provide \$36,000.00 in Section 319 funds and \$100,600.00 in additional WSPF funds for year 3 activities. For the purpose of maintaining the Districts' FFY2003 Section 319 project ledger, \$20,000.00 will be the beginning balance after subtracting \$12,160.00 for 0.5 FTE Environmental Specialist "Salary/Benefits" and \$3,840.00 for "DSC Indirect Costs". The Section 319 allocation includes \$14,000.00 for a 0.5 FTE District employee GIS Technician "Salary/Benefits". For the purpose of maintaining the Districts' FY2003 WSPF project ledger, \$136,842.00 will be the revised beginning balance.

The Division will make advance GIS Technician "Salary/Benefits" payments as requested by the District. The advance "Salary/Benefits" payment for the initial one-month funding period will be \$1,272.72. The initial period advance payment and estimated subsequent monthly advance payments are shown below:

For November 1, 2002 through November 30, 2002	\$1,272.72
For December 1, 2002 through December 31, 2002	1,272.72
For January 1, 2003 through January 31, 2003	1,272.72
For February 1, 2003 through February 28, 2003	1,272.72
For March 1, 2003 through March 31, 2003	1,272.72
For April 1, 2003 through April 30, 2003	1,272.72
For May 1, 2003 through May 31, 2003	1,272.72
For June 1, 2003 through June 30, 2003	1,272.72
For July 1, 2003 through July 31, 2003	1,272.72
For August 1, 2003 through August 31, 2003	1,272.72
For September 1, 2003 through September 30, 2003	<u>1,272.80</u>
Total	\$14,000.00

The District will submit requests for the advance "Salary/Benefits" payment needed for each month to the Division at least 30 days prior to the beginning of the upcoming month. The amounts requested are to be based on the projected residuals plus the additional funds required to pay the maximum projected "Salary/Benefits" need for the upcoming month. A request shall include accounting to show how the request amount was determined.

The District will submit a "Salary/Benefits" financial status report to the Division within twenty days after the end of each of four financial status-reporting periods. Individual financial status reports are required for the November-December 2002, January-March 2003, April-June 2003, and July-September 2003 periods. These reports will account for "Salary/Benefits" expenses incurred during the reporting periods and show balances.

The Division will recall FFY2003 project Section 319 funds that are not spent by September 30, 2003.

Section 319-funded items* eligible for reimbursement are:

1) Travel/Training -----	\$3,000.00
2) Supplies -----	1,000.00
3) Information/Education -----	<u>2,000.00</u>
TOTAL ----- \$6,000.00	

* Total Section 319 expenditures for line items 1 through 3 above must not exceed \$6,000.00. The Division will recall Section 319 funds from FFY2003 that are not spent by September 30, 2003.

The WSPF-funded items** eligible for cost-share incentives and/or reimbursement are:

1) Supplies (ArcView Software) -----	\$600.00
2) Water/Sediment Control Basin (13 @ 75%) -----	25,000.00
3) Pasture and Hayland Planting (183 ac. @ 75%) -----	11,000.00
4) Terrace (13,866 ft. @ 75%) -----	26,000.00
5) Grassed Waterways (10 ac. @ 75%) -----	11,000.00
6) Grade Stabilization Structure (3 @ 75%) -----	19,008.00
7) Streambank Protection (400 ft. @ 67%) -----	<u>7,992.00</u>
TOTAL ----- \$100,600.00	

** The Division authorizes the District to make changes in WSPF allocations among conservation practices, provided that such changes do not result in an increase in the total FY2003 WSPF allocation to conservation practices. The Division will recall WSPF funds from FY2003 that are not spent by June 30, 2003.

The Districts agree to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 03-7150-10 with the Division (copy attached). These include the actions, activities, and products and the timing of their performance or submission as required of the Division by ARTICLE II - STATEMENT OF PURPOSE, ARTICLE III - STATEMENT OF WORK, ARTICLE IV - REPORTS AND PRODUCTS, ARTICLE VI - TIME OF PERFORMANCE, ARTICLE VII - ADDITIONAL SPECIAL CONDITIONS, ARTICLE VIII - CONDITIONS OF PAYMENT, and ARTICLE IX - CONTRACT PAYMENT SCHEDULE of the agreement SPECIAL CONDITIONS.

III. Effective Date of this Supplement

This supplement takes effect October 1, 2002 upon signature by all parties below and remains in effect until the Whitebreast Creek Watershed Project agreement is terminated.

Approved:

12/6/02
Date

William A. Chu
Director, Division of Soil Conservation
Department of Agriculture and Land Stewardship

10/28/02
Date

Alan Becker
Chairperson
Warren Soil and Water Conservation District

11/13/02
Date

Terry L. Boles
Chairperson
Clarke Soil and Water Conservation District

10/21/02
Date

Arnold Schneider
Chairperson
Lucas Soil and Water Conservation District

10-24-02
Date

Vernon Post
Chairperson
Marion Soil and Water Conservation District

12/5/02
Date

Doni Kate Foley
State Conservationist
Natural Resources Conservation Service
U.S. Department of Agriculture



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Bill Northey, Secretary of Agriculture

July 5, 2007

Arlan Becker, Chair
Warren Soil and Water Conservation District
909 East 2nd Ave., Ste. B
Indianola, IA 50125-2812

Dear Arlan:

Attached with this message is one fully executed copy of the first FY2008 supplement to the project agreement between the IDALS/DSC, the Warren, Clarke, Lucas, and Marion Soil and Water Conservation District and the USDA/NRCS with respect to the Whitebreast Creek Watershed Project. As this is a supplement to the previously signed project agreement, no action is required on the part of the District. Please make a copy of the attached supplement for the District's records. This message, along with a copy of the supplement, has also been sent to the other SWCDs participating in the project.

The WSPF practice funding included in the attached supplement has been entered into FARMS.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "James E. Gillespie".

James E. Gillespie, Field Services Bureau Chief
IDALS-Division of Soil Conservation

JEG:maf

Enclosures

Cc: Terry Boles, Chair, Clarke SWCD; Bill Evans, Chair, Lucas SWCD; Vernon Boot, Chair, Marion SWCD; Cathie Graves; Vince Sitzmann

**FIRST FY2008 SUPPLEMENT TO THE
PROJECT AGREEMENT
AGREEMENT NUMBER: 091-1.01
BETWEEN THE
IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION
AND THE
WARREN, CLARKE, LUCAS, AND MARION SOIL AND WATER CONSERVATION DISTRICTS
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Warren, Clarke, Lucas, and Marion Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Whitebreast Creek Watershed Project (Warren, Clarke, Lucas, and Marion Soil and Water Conservation Districts)
- II. Purpose of the Supplement

This supplement extends Watershed Protection Fund (WSPF) financial assistance to the District for year 8 (FY2008) activities of the Whitebreast Creek Watershed Project. The Division agrees to provide \$11,400.00 in WSPF financial assistance for year 8 activities. For the purpose of maintaining the District's WSPF project ledger, \$11,400.00 will be the beginning balance.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Grade Stabilization Structure	(NTE 75% c/s; Includes \$11,400.00 Re-allocated FY2007 funds)	\$11,400.00
TOTAL		\$11,400.00

** The District may not make changes in WSPF allocations among conservation practices without prior authorization from the Division. The Division will recall WSPF funds from FY2008 that are not spent by June 30, 2008.

III. Contract Administration

Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the contracting party as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if IDALS authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS duties are substantially modified. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole, and complete remedy of the contracting party shall be payment for services completed prior to termination.

Indemnification: The District agrees to indemnify and hold harmless the State of Iowa and the Division, its officers, employees and agents appointed and elected, and volunteers, from: any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Division.

Independent District: The District, its employees, agents and any other subcontractors performing under this contract are not employees or agents of the Division of Department. Neither the District nor its employees shall be considered employees of the Division of Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the District (unless required by law).

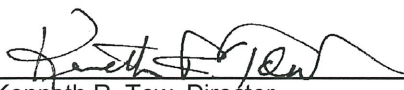
Compliance with the Law: The District, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The District, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. In addition, the District shall undertake as a public contract any work project with an estimated total public cost of \$25,000.00 or more as provided in the Iowa Code chapters 73A and 573. The local contracting organization shall designate a Contracting Officer and shall establish procedures to manage the Contract, approve bills for payment, and review proposed change orders or amendments to the Contract.

IV. Effective Date of this Supplement

This supplement takes effect 7/1/2007 and remains in effect until 6/30/2008 or the Project agreement is terminated. The supplement shall be considered accepted by the District unless the Division is notified by the District within ten (10) working days of receipt of the supplement.

Approved:

07/01/2007
Date



Kenneth R. Tow, Director
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship