

FILED NO. 020670
STATE OF IOWA
CLARKE COUNTY
02 MAR 7 PM 1 41
BOOK 89 PAGE 310
JUDY QUERREY
RECORDER

JOINT AGREEMENT FOR THE WHITEBREAST WATERSHED PROJECT.
Pursuant to Iowa Code Chapter 28E (2001)

Participating Parties

Pursuant to Iowa Code Chapter 28E (2001), this agreement made and entered into this 12th day of November, 2001, by and between the members listed below, forms and creates as a public body corporate and politic, a separate legal entity.

- ❖ Clarke County Board of Supervisors
- ❖ Lucas County Board of Supervisors
- ❖ Marion County Board of Supervisors
- ❖ Warren County Board of Supervisors
- ❖ Clarke County Soil and Water Conservation District
- ❖ Lucas County Soil and Water Conservation District
- ❖ Marion County Soil and Water Conservation District
- ❖ Warren County Soil and Water Conservation District
- ❖ Iowa Department of Natural Resources
- ❖ Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation

All political subdivisions organized and existing by virtue of the laws of the State of Iowa.

And:

- ❖ Whitebreast Watershed Association

ARTICLE I
NAME AND ADDRESS

The name of the organization created is the Whitebreast Watershed Project, and the initial

Contact Person: Angela Biggs, Project Coordinator

Address: 909 East Second Avenue, Suite B, Indianola, Iowa 50125.

Phone: (515) 961-5264

Fax: (515) 961-5738

E-mail: Angela.Biggs@ia.usda.gov

ARTICLE II
EFFECTIVE DATE AND CONDITIONS FOR TERMINATION

- A. This agreement shall have an effective date of 12 November, 2001.
- B. This agreement shall be binding on the parties involved. The Whitebreast Watershed Project, hereinafter WWP, may be terminated by the adoption of a resolution for that purpose as defined hereinafter. The WWP shall not be dissolved regardless of resolution or other procedural method

until all debts have first been paid or assigned. Thereafter, the Board of Directors may dissolve the organization as expeditiously as possible and distribute the net proceeds, if any, to the member governmental units responsible for operation and maintenance of structures in the ratio of the total assessments collected. Any operation and maintenance agreements remain in effect and shall be delegated to individual members upon dissolution.

- C. This agreement is effective when ratified by the governing boards of each of the participating organizations, with a resolution adopted authorizing and directing each elected chair to execute the same and filed as follows. This agreement becomes effective when filed with the Secretary of State and recorded with the County Recorders for Clarke, Lucas, Marion and Warren Counties. A copy of each resolution shall be attached to the agreement.
- D. This agreement may be altered, amended or repealed by a two-thirds vote of the Board of Directors at any regular or special meeting of the WWP.
- E. If any one or more of the provisions of this Intergovernmental Agreement is declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

ARTICLE III

PURPOSE OF AGREEMENT

- A. The purpose of this agreement is to create a watershed organization, pursuant to the laws of the State of Iowa and the requirements of the Water Resources Development Act authorized by Public Law 99-662 and administered by the United States Army Corps of Engineers, an agency of the United States Department of Defense.
- B. The purpose of this agreement is to outline the financial and legal responsibilities of the members for the duration of the project.
- C. This agreement shall serve the purpose of coordinating organization members and providing a vehicle for construction, operation, and maintenance of the structures installed in the course of the project throughout their useful life.
- D. The purpose of this agreement is to provide an organizational structure under which the participating parties will work together to formulate and implement a comprehensive plan of action that will minimize streambank erosion, restore riparian areas, reduce sediment loads, increase flood control, increase wildlife habitat, increase soil conservation, decrease gully erosion and land degradation, and protect cultural resources, including, but not limited to, roads, bridges, homes, commercial and private buildings, and fences, in the Whitebreast Creek Watershed

ARTICLE IV

MEMBERSHIP AND GOVERNANCE

- A. Membership in the WWP shall be those organizations listed above. Additional units of government may become members of this agreement by adopting this agreement, subsequent amendments thereto, and by-laws in effect at that time. The inclusion of additional membership is subject to a 60% majority vote of the members of the WWP Board of Directors.
- B. The governing Board of Directors shall be composed of one member each from the participating organizations. The participating organization shall appoint a member to serve not more than a three year term or less than a one year term without renewal by the participating organization.
- C. Each member named above and any members later added, are entitled to one vote each at any meeting of the Board of Directors, except the Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation and the Iowa Department of Natural Resources which shall be ex-officio non-voting members. Alternate members should attend all meetings but have no vote unless the designated member is not present. No proxy is allowed. Meetings may be conducted in person, by teleconference, by video-teleconference, or any other method that allows direct interaction of all members present and is mutually acceptable to the members of the Board of Directors.
- D. The affairs of the WWP are managed by the Board of Directors in accordance with this Intergovernmental Agreement, and the By-laws adopted pursuant to this agreement. The Board of Directors shall meet at least annually and shall annually elect a President or Chair, Vice-chair, Secretary and Treasurer. Additional meetings may be held at the discretion of the chair or by request of three or more members of the Board of Directors. Other officers, assistant officers, and other positions may be appointed and dissolved by the Board of Directors.
- E. No official business shall be conducted at any meeting of the Board of Directors without a quorum being present. A quorum shall be defined in the bylaws of the agreement but is initially shall consist of six (6) members of the Board.
- F. The initial by-laws shall be approved and adopted by the governing body for each member named above. The Board of directors shall have the power to amend the by-laws by an affirmative 60% vote of the full board. Prior notice and a copy of the proposed changes to the by-laws must be provided to each board member not less than ten working days prior to the vote on the proposed amendment.
- G. The Board of Directors shall have all powers granted by Iowa Code Chapter 28E (2001).
- H. Amendments: This Intergovernmental Agreement may be amended by a two-thirds roll call vote of the Board of Directors in any regular or special meeting called upon notice to all Board Members not less than forty-five days prior thereto setting forth the substance of the proposed amendment. Such amendment must be further approved by a resolution of a majority of the governing bodies of the member units of government. Notwithstanding the foregoing, however, the Board of Directors for WWP shall have the power from time to time, as needed, to change the place of the registered office of WWP.

1. Limitations on amendments:
 - a. No amendment may increase the financial obligation of any county, either as to obligations existing at the time of the amendment or obligations to be incurred after the amendment, without the consent of that county.

ARTICLE V

POWERS

A. Powers

1. Statutory powers: WWP shall have all powers granted by Iowa Code Chapter 28E (2001)
2. General: Without limitation, but by way of illustration, the Members individually and collectively delegate to WWP the following enumerated general powers:
 - a. To adopt and have a common seal and to alter it at pleasure;
 - b. To sue and be sued;
 - c. To acquire, hold, use and dispose of the reserve derived from the operation of its facilities and other monies which it may acquire;
 - d. To acquire, hold, use and dispose of other personal property for its purposes;
 - e. To acquire by purchase, gift, lease, or otherwise, real property (including fee title and easements) necessary or useful and convenient for the operation of WWP, to hold and use the same and dispose of the property so acquired which is no longer necessary for the purposes of WWP;
 - f. To accept gifts or grants of real or personal property, money, materials, labor, or supplies for the purposes of WWP and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance, or disposition of such gifts or grants;
 - g. To make, enforce, and amend bylaws or rules and regulations for the management and operation of WWP's business and affairs and for the use, maintenance, and operation of WWP's facilities and any other properties which it may acquire;
 - h. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient, or desirable for the purposes of WWP or to carry out any powers expressly given by this Agreement;
 - i. To make or cause to be made studies and surveys necessary or useful and convenient to carry out the functions of WWP;
 - j. To contract with and compensate consultants for professional services including, but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of WWP;
 - k. To provide for a system of budgeting, accounting, auditing, and reporting of all agency funds and transactions, for a depository, and for the bonding of employees;
 - l. To consult with representatives of federal, state, and local agencies, departments, and their officers and employees and to contract with such agencies and departments;
 - a. To exercise such other powers as are available under the then existing law to each member unit of government as is necessary and convenient to carry out the functions of WWP;
 - b. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;
 - c. To borrow money and accept grants, contributions, or loans from, and to enter into contracts, leases, or other transactions with municipal and county government, the State

of Iowa, or the United States of America, or any agencies of either the State of Iowa or the United States Government subject to prior approval by the governing body of each member unit of government; and

- d. The Board of Directors shall cause this Agreement to be filed with the Secretary of State and the Clarke, Lucas, Marion, and Warren County Recorders respectively, and shall notify the Secretary of State and the Clarke, Lucas, Marion, and Warren County Recorders of the name of any governmental unit withdrawing from or joining WWP.

B. Performance of Watershed Agreement

WWP shall have the power to perform on behalf of any or all of the Members individual and collective obligations assumed by them pursuant to the Watershed Agreement and any supplements thereto (see Exhibit A) between the Members and any governmental agency or other organization.

C. Contracts with Members

WWP shall have the express power to enter into agreements with any one or more of its members for the performance of ministerial functions by such member or members.

D. Restrictions on powers

Notwithstanding the foregoing, the powers of WWP shall be subject to the following restrictions:

1. WWP shall engage only in activities that are essentially public in character.
2. WWP shall not be operated for profit (except to the extent necessary for retiring indebtedness).
3. WWP's income shall not inure to any private person or corporation.
4. Only political subdivisions of the State of Iowa shall have any beneficial interest in WWP or its property.
5. If WWP is later dissolved, all of its assets shall be distributed as set out in Article VII.
6. No member of WWP shall be individually liable for indebtedness incurred by it, nor liable for the indebtedness of any other member, or liable for any amount for any purpose in excess of the assessments made against that member determined as provided below.

ARTICLE VI

REAL ESTATE

A. Acquisition and transfer of title

1. Clarke, Lucas, Marion, and Warren Counties will acquire on behalf of the Members, such land rights, including fee title and easements, as will be needed in connection with the works of improvement and required by the Watershed Agreement and the supplements (see Exhibit A) between the Members and the Natural Resources Conservation Service of the United States Department of Agriculture. Counties will provide zoning necessary or useful and convenient for the operation of WWP. All expenses incurred by Clarke, Lucas,

Marion, and Warren Counties for the performance of this duty shall be reimbursed by WWP in accordance with the Watershed Agreement and supplements thereto (see Exhibit A). Upon completion of the acquisition of all such land rights, title thereto shall be transferred to WWP.

B. Restrictions on transfer:

1. All land rights (including fee title and easements) acquired for the fulfillment of the purposes of this Agreement and transferred to WWP, shall not be sold or otherwise conveyed for the evaluated life of the project. After the completion of the project and after the reasonable life span of structures installed the following apply:
 - a. Any easements acquired on private properties cease to exist and if no expiration date for the easement is recorded on the deed then the WWP shall notify the owner that the structure has reached its life span and the project has no further obligations to the landowner nor does the landowner have any further obligations to the project.
 - b. Any zoning done in connection with the project will remain in place subject to review by the appropriate zoning authority.
 - c. Fee title lands if any shall be disposed of as follows:
 - i. If the property were purchased from a private landowner, a governmental or other organization then that landowner or the current owner of the adjacent property shall have first right of refusal to repurchase the property for the value of the property when sold adjusted for inflation.
 - ii. If the property were donated, condemned, or acquired through any other method then the property shall revert without fee to the previous owner. If the previous owner is deceased moved, or otherwise unreachable the property shall be sold at public auction.
 - iii. Private landowner retains the right to sell the property under easement; landowner is required to inform prospective owner of the Operation, Maintenance, Repair, Replacement, and Rehabilitation agreement; the operation and maintenance agreement with all rights and responsibilities thereto transfers to the new owner of said property upon the completion of sale.

ARTICLE VII

DISSOLUTION

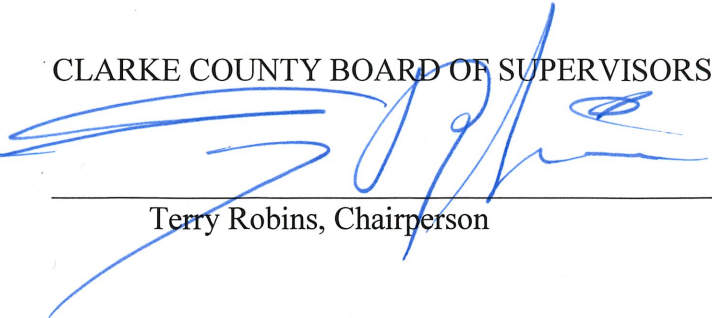
WWP may be terminated by the adoption of a resolution for that purpose by all of the member units of government. Provided, however, WWP shall not be dissolved until all debts of WWP have first been paid. Thereafter, the Board of Directors shall liquidate the business of WWP as expeditiously as possible and distribute the net proceeds to the member governmental units in the ratio that the total assessments collected and paid by them bears to the sum of the total assessments made as provided above.

ARTICLE VIII

SEVERABILITY

If any one or more of the provisions of this Intergovernmental Agreement is declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected. In witness whereof, the parties have caused this agreement to be executed and signed by their respective officers this day and year.

CLARKE COUNTY BOARD OF SUPERVISORS

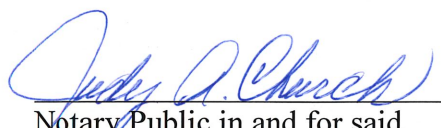

Terry Robins, Chairperson

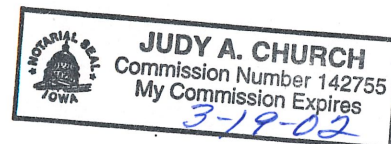
STATE OF IOWA

SS:

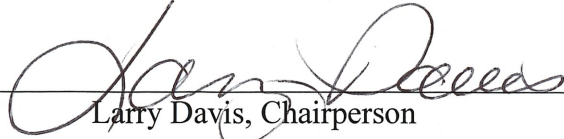
COUNTY OF CLARKE

On this 7th day of December, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Terry Robins to me personally known, who being by me duly sworn did say he is the Chairperson of Clarke County Board of Supervisors and that the instrument was signed on behalf of the county by authority of its Board of Supervisors, as contained in Resolution No. 185, passed by the Board on the 7th day of December, 2001, and Terry Robins acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Clarke County Board of Supervisors, by it voluntarily executed.


Notary Public in and for said
County and State



LUCAS COUNTY BOARD OF SUPERVISORS

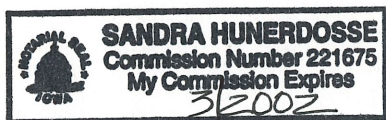

Larry Davis, Chairperson

STATE OF IOWA

SS:

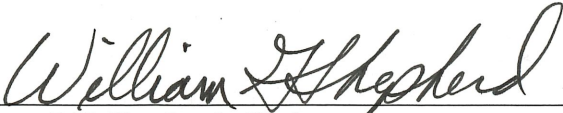
COUNTY OF LUCAS

On this 5 day of December, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Larry Davis to me personally known, who being by me duly sworn did say he is the Chairperson of Lucas County Board of Supervisors and that the instrument was signed on behalf of the county by authority of its Board of Supervisors, ~~as contained in Resolution No. _____, passed by the Board on the _____ day of _____, 2001,~~ and Larry Davis acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Lucas County Board of Supervisors, by it voluntarily executed.




Notary Public in and for said
County and State

MARION COUNTY BOARD OF SUPERVISORS



Bill Shepherd, Chairperson

STATE OF IOWA

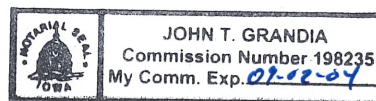
SS:

COUNTY OF MARION

On this 24 day of December, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Bill Shepherd to me personally known, who being by me duly sworn did say he is the Chairperson of Marion County Board of Supervisors and that the instrument was signed on behalf of the county by authority of its Board of Supervisors, as contained in Resolution No. 01/41, passed by the Board on the 24 day of Dec., 2001, and Bill Shepherd acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Marion County Board of Supervisors, by it voluntarily executed.



Notary Public in and for said
County and State



WARREN COUNTY BOARD OF SUPERVISORS

Bob H. Sandy

Bob Sandy, Chairperson

STATE OF IOWA

SS:

COUNTY OF WARREN

On this 27th day of November, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Bob Sandy to me personally known, who being by me duly sworn did say he is the Chairperson of Warren County Board of Supervisors and that the instrument was signed on behalf of the county by authority of its Board of Supervisors, as contained in Resolution No. 01-721, passed by the Board on the 27th day of November, 2001, and Bob Sandy acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Warren County Board of Supervisors, by it voluntarily executed.

Traci L. Vanderlinden
Notary Public in and for said
County and State



CLARKE COUNTY SOIL AND WATER CONSERVATION DISTRICT

Terry L. Boles

Terry Boles, Chairperson

STATE OF IOWA

SS:

COUNTY OF CLARKE

On this 14 day of November, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Terry Boles to me personally known, who being by me duly sworn did say he is the Chairperson of Clarke County Soil and Water Conservation District and that the instrument was signed on behalf of the county by authority of its Board of Directors, as contained in ^{Motion} Resolution No. 113-1, passed by the Board on the 14 day of November, 2001, and Terry Boles acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Conservation District, by it voluntarily executed.

Judith S. Weinkoetz
Notary Public in and for said
County and State



LUCAS COUNTY SOIL AND WATER CONSERVATION DISTRICT



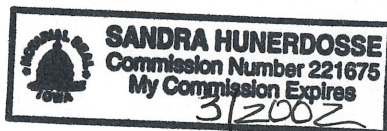
Roger Pierce, Chairperson

STATE OF IOWA

SS:

COUNTY OF LUCAS

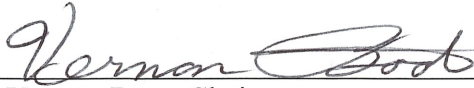
On this 5 day of December, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Roger Pierce to me personally known, who being by me duly sworn did say he is the Chairperson of Lucas County Soil and Water Conservation District and that the instrument was signed on behalf of the county by authority of its Board of Directors, as contained in Resolution No. 01-134, passed by the Board on the 26 day of November 2001, and Roger Pierce acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Conservation District, by it voluntarily executed.





Notary Public in and for said
County and State

MARION COUNTY SOIL AND WATER CONSERVATION DISTRICT



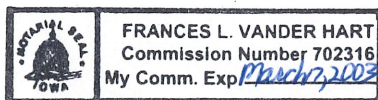
Vernon Boot, Chairperson

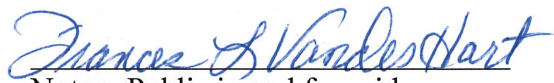
STATE OF IOWA

SS:

COUNTY OF MARION

On this 29th day of November, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Vernon Boot to me personally known, who being by me duly sworn did say he is the Chairperson of Marion County Soil and Water Conservation District and that the instrument was signed on behalf of the county by authority of its Board of Directors, as contained in Resolution No. 167-01, passed by the Board on the 29th day of November 2001, and Vernon Boot acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Conservation District, by it voluntarily executed.




Notary Public in and for said
County and State

WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT

Arlan Becker
Arlan Becker, Chairperson

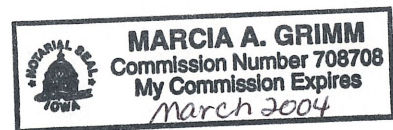
STATE OF IOWA

SS:

COUNTY OF WARREN

On this 12th day of November, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Arlan Becker to me personally known, who being by me duly sworn did say he is the Chairperson of Warren County Soil and Water Conservation District and that the instrument was signed on behalf of the county by authority of its Board of Directors, as contained in ^{Motion} Resolution No. 111, passed by the Board on the 12th day of November, 2001, and Arlan Becker acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Conservation District, by it voluntarily executed.

Marcia A. Grimm
Notary Public in and for said
County and State



IOWA DEPARTMENT OF NATURAL RESOURCES



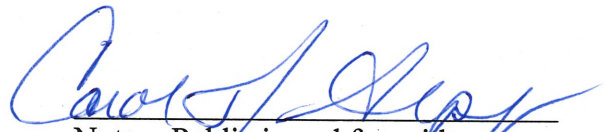
Jeffrey R. Vonk, Director

STATE OF IOWA

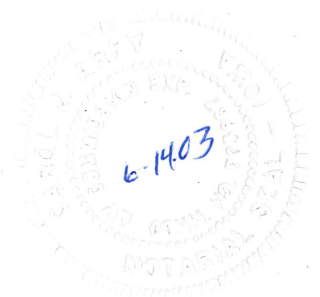
SS:

COUNTY OF POLK

On this 25 day of January, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Jeffrey Vonk to me personally known, who being by me duly sworn did say he is the Director of the Iowa Department of Natural Resources and that the instrument was signed on behalf of the Iowa Department of Natural Resources by authority of its commission, and Jeffrey Vonk acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Iowa Department of Natural Resources, by it voluntarily executed.



Notary Public in and for said
County and State



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP, DIVISION OF SOIL CONSERVATION


Kenneth Tow, Acting Director

STATE OF IOWA

SS:

COUNTY OF POLK

On this 15 day of JANUARY, 2002, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Kenneth Tow to me personally known, who being by me duly sworn did say he is the Acting Director of the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation and that the instrument was signed on behalf of the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation by authority of its commission, and Kenneth Tow acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation, by it voluntarily executed.




Notary Public in and for said
County and State

WHITEBREAST WATERSHED ASSOCIATION

Duane Ohnemus, President
Duane Ohnemus, President

Allyson S. Secretary/Treasurer

STATE OF IOWA

SS:

COUNTY OF WARREN

On this 4th day of December, 2001, before me, a Notary Public in and for stated county, State of Iowa, personally appeared Duane Ohnemus to me personally known, who being by me duly sworn did say he is the President of the Whitebreast Watershed Association and that the instrument was signed on behalf of the association by authority of its Board of Directors, as contained in Resolution No. 8-01, passed by the Board on the 4th day of December, 2001, and Duane Ohnemus acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Whitebreast Watershed Association, by it voluntarily executed.

Marcia A. Grimm

Notary Public in and for said
County and State

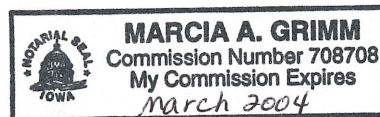


EXHIBIT A

WHITEBREAST CREEK WATERSHED, SECTION 206, AQUATIC ECOSYSTEM RESTORATION PROJECT SPECIFIC OBLIGATIONS OF THE PARTIES

- I. Exhibit A shall provide a framework within the Whitebreast Creek Watershed Project 28E Agreement which local leadership shall use to formulate and implement a comprehensive plan of action for the Whitebreast Creek Watershed, Section 206, Aquatic Ecosystem Restoration Project (hereinafter the 206 Project) in conjunction with the United States Army Corps of Engineers, Rock Island District (hereinafter USACE).
- II. The purpose of this agreement is to clearly establish and define the relationships and responsibilities for the work to be performed by the members to the agreement by outlining the financial and legal responsibilities of said members for the duration of the 206 Project.
- III. Duration of Agreement: This agreement shall remain in force for a period as defined hereafter; the financial commitment towards the construction phase of the Section 206 Project shall remain in force for five years or until completion of construction, whichever occurs last. An Operation, Maintenance, Repair, Replacement, and Rehabilitation (hereinafter OMRR&R) agreement for each structure constructed shall be in effect for thirty years from the completion of construction. This agreement is complete when the last OMRR&R agreement expires.
- IV. The Project Cooperation Agreement (PCA) with the USACE outlines the requirement of the 28E Partners to match the funding provided by the USACE with 35% of the total project costs. This 35% Match can consist of but is not limited to all personnel, materials, services (including technical and administrative), equipment, lands, easements, rights-of-way, and facilities necessary for the implementation and completion of the 206 Project. Estimated total project costs: \$6,792,000.00; estimated 35% Match: \$2,377,200.00.
- V. The 35% Match shall be divided among the four participating counties based on the percentage of the watershed that falls in each county as follows:
 - A. Clarke County 21.9%
 - B. Lucas County 36.5%
 - C. Marion County 26.5%
 - D. Warren County 15.1%
- VI. The relationships and responsibilities for each of the members is as follows (all dollar amounts listed below are current estimated values; all work done shall be billed based on the rates at the time the work is completed):

A. The Clarke County Board of Supervisors agree to:

1. Provide technical and construction assistance in the form of design, construction, and monitoring services including County employee's time spent working county on-road structures funded by the 206 Project. County employee's time spent on the project includes but is not limited to work done on survey, design, construction stake-out, construction, and associated paperwork or book-keeping. These employees include but are not limited to

County Engineer and Laborer. Estimated values for their time, which will be billed on an hourly basis, are:

- a. County Engineer - \$51/hour
 - b. First Assistant to Engineer - \$25/hour
 - c. Second Assistant to Engineer - \$23/hour
 - d. Construction Technician - \$22/hour
 - e. Office Manager - \$22/hour
 - f. Inspector - \$21/hour
 - g. Party Chief - \$22/hour
 - h. Labor-Operator - \$20/hour
 - i. Labor-Mechanic - \$21/hour
 - j. Labor-Foreman - \$22/hour
2. Provide Work in-kind either by contract payments made directly to the contractor by the County or by actual work performed by the County. The actual work performed by the County includes County employee time spent on the project.
 3. Be credited with matching funds based on the value of lands, easements, and rights-of-way for county owned property in the watershed on which a 206 Project structure will be constructed. Values will be estimated on a site by site basis.
 4. Be credited with in-kind based on the materials furnished by the county for construction of 206 Project sites on county owned land.
 5. Be credited with in-kind for the equipment utilized by the county for the purpose of constructing the 206 Project sites including but not limited to the following:

Estimated Machine Rentals and Labor:

Description		\$/hour
Patrols		\$30.00
Dozer		\$40.00
Dragline		\$30.00
End Loader		\$30.00
Dump Trucks	0.70/mi.	\$20.00
Tandem	0.90/mi.	\$25.00
Tractor & Lo-boy	1.80/mi.	\$35.00
Pickups	0.40/mi.	\$10.00
Teleskoop		\$30.00
Roadside Mower Tractors		\$20.00
Brush Mower Tractor		\$30.00
Misc. (Air Comp.) Etc.		\$20.00

6. Provide cash to help the county meet it's share of the 35% Match.
7. Be responsible for the OMRR&R of any county on-road structures constructed by this project.
8. The Clarke County share of the total 35% Match shall not exceed 21.9% of the total 35% Match for the 206 Project.

B. The Lucas County Board of Supervisors agree to:

1. Provide technical and construction assistance in the form of design, construction, and monitoring services including County employee's time spent working county on-road structures funded by the 206 Project. County employee's time spent on the project includes but is not limited to work done on survey, design, construction stake-out, construction, and associated paperwork or book-keeping. These employees include but are not limited to County Engineer and Laborer. Estimated values for their time, which will be billed on an hourly basis, are:
 - a. County Engineer -\$51/hour
 - b. First Assistant to Engineer - \$25/hour
 - c. Second Assistant to Engineer - \$23/hour
 - d. Construction Technician - \$22/hour
 - e. Office Manager - \$22/hour
 - f. Inspector - \$21/hour
 - g. Party Chief - \$22/hour
 - h. Labor-Operator - \$20/hour
 - i. Labor-Mechanic - \$21/hour
 - j. Labor-Foreman - \$22/hour
2. Provide Work in-kind either by contract payments made directly to the contractor by the County or by actual work performed by the County. The actual work performed by the County includes County employee time spent on the project.
3. Be credited with matching funds based on the value of lands, easements, and rights-of-way for county owned property in the watershed on which a 206 Project structure will be constructed. Values will be estimated on a site by site basis.
4. Be credited with in-kind based on the materials furnished by the county for construction of 206 Project sites on county owned land.
5. Be credited with in-kind for the equipment utilized by the county for the purpose of constructing the 206 Project sites including but not limited to the following:

Estimated Machine Rentals and Labor:

Description		\$/hour
Patrols		\$30.00
Dozer		\$40.00
Dragline		\$30.00
End Loader		\$30.00
Dump Trucks	0.70/mi.	\$20.00
Tandem	0.90/mi.	\$25.00
Tractor & Lo-boy	1.80/mi.	\$35.00
Pickups	0.40/mi.	\$10.00
Teleskoop		\$30.00
Roadside Mower Tractors		\$20.00
Brush Mower Tractor		\$30.00
Misc. (Air Comp.) Etc.		\$20.00

6. Provide cash to help the county meet it's share of the 35% Match.

7. Be responsible for the OMRR&R of any county on-road structures constructed by this project.
8. The Lucas County share of the total 35% Match shall not exceed 36.5% of the total 35% Match for the 206 Project.

C. The Marion County Board of Supervisors agree to:

1. Provide technical and construction assistance in the form of design, construction, and monitoring services including County employee's time spent working county on-road structures funded by the 206 Project. County employee's time spent on the project includes but is not limited to work done on survey, design, construction stake-out, construction, and associated paperwork or book-keeping. These employees include but are not limited to County Engineer and Laborer. Estimated values for their time, which will be billed on an hourly basis, are:
 - a. County Engineer - \$51/hour
 - b. First Assistant to Engineer - \$25/hour
 - c. Second Assistant to Engineer - \$23/hour
 - d. Construction Technician - \$22/hour
 - e. Office Manager - \$22/hour
 - f. Inspector - \$21/hour
 - g. Party Chief - \$22/hour
 - h. Labor-Operator - \$20/hour
 - i. Labor-Mechanic - \$21/hour
 - j. Labor-Foreman - \$22/hour
2. Provide Work in-kind either by contract payments made directly to the contractor by the County or by actual work performed by the County. The actual work performed by the County includes County employee time spent on the project.
3. Be credited with matching funds based on the value of lands, easements, and rights-of-way for county owned property in the watershed on which a 206 Project structure will be constructed. Values will be estimated on a site by site basis.
4. Be credited with in-kind based on the materials furnished by the county for construction of 206 Project sites on county owned land.
5. Be credited with in-kind for the equipment utilized by the county for the purpose of constructing the 206 Project sites including but not limited to the following:

Estimated Machine Rentals and Labor:

Description		\$/hour
Patrols		\$30.00
Dozers		\$40.00
Dragline		\$30.00
End Loader		\$30.00
Dump Trucks	0.70/mi.	\$20.00
Tandem	0.90/mi.	\$25.00
Tractor & Lo-boy	1.80/mi.	\$35.00
Pickups	0.40/mi.	\$10.00
Teleskoops		\$30.00
Roadside Mower Tractors		\$20.00
Brush Mower Tractor		\$30.00
Misc. (Air Comp.) Etc.		\$20.00

6. Provide cash to help the county meet it's share of the 35% Match.
7. Be responsible for the OMRR&R of any county on-road structures constructed by this project.
8. The Marion County share of the total 35% Match shall not exceed 26.5% of the total 35% Match for the 206 Project.

D. The Warren County Board of Supervisors agree to:

1. Provide technical and construction assistance in the form of design, construction, and monitoring services including County employee's time spent working county on-road structures funded by the 206 Project. County employee's time spent on the project includes but is not limited to work done on survey, design, construction stake-out, construction, and associated paperwork or book-keeping. These employees include but are not limited to County Engineer and Laborer. Estimated values for their time, which will be billed on an hourly basis, are:
 - a. County Engineer - \$51/hour
 - b. First Assistant to Engineer - \$25/hour
 - c. Second Assistant to Engineer - \$23/hour
 - d. Construction Technician - \$22/hour
 - e. Office Manager - \$22/hour
 - f. Inspector - \$21/hour
 - g. Party Chief - \$22/hour
 - h. Labor-Operator - \$20/hour
 - i. Labor-Mechanic - \$21/hour
 - j. Labor-Foreman - \$22/hour
2. Provide Work in-kind either by contract payments made directly to the contractor by the County or by actual work performed by the County. The actual work performed by the County includes County employee time spent on the project.

3. Be credited with matching funds based on the value of lands, easements, and rights-of-way for county owned property in the watershed on which a 206 Project structure will be constructed. Values will be estimated on a site by site basis.
4. Be credited with in-kind based on the materials furnished by the county for construction of 206 Project sites on county owned land.
5. Be credited with in-kind for the equipment utilized by the county for the purpose of constructing the 206 Project sites including but not limited to the following:

Estimated Machine Rentals and Labor:

Description		\$/hour
Patrols		\$30.00
Dozer		\$40.00
Dragline		\$30.00
End Loader		\$30.00
Dump Trucks	0.70/mi.	\$20.00
Tandem	0.90/mi.	\$25.00
Tractor & Lo-boy	1.80/mi.	\$35.00
Pickups	0.40/mi.	\$10.00
Teleskoop		\$30.00
Roadside Mower Tractors		\$20.00
Brush Mower Tractor		\$30.00
Misc. (Air Comp.) Etc.		\$20.00

6. Provide cash to help the county meet it's share of the 35% Match.
7. Be responsible for the OMRR&R of any county on-road structures constructed by this project.
8. The Warren County share of the total 35% Match shall not exceed 15.1% of the total 35% Match for the 206 Project.

E. The Clarke County Soil and Water Conservation District agrees to:

1. Oversee the OMRR&R, as outlined by the USACE in the PCA, by the landowner of the practices installed in the Whitebreast Creek Watershed in Clarke County.
 - a. Require the landowner to sign and file an OMRR&R Agreement for the practices constructed on their property through the 206 Project.
 - b. The OMRR&R from USACE may be amended as follows:
 - i. The District may add any additional requirements they deem reasonable.
 - ii. The District may not remove any part of the OMRR&R from the USACE.
2. Provide Work-in-kind through the technical assistance of District employees for their time spent on the 206 Project. Values for their time will be based on current values and will be billed on an hourly basis for work completed.
3. Be credited with 35% Match for the following items done by landowners in Clarke County in Whitebreast Creek Watershed:

- a. Actual work done by the landowner.
- b. Contract payments made by the landowner directly to contractors completing work on the project.
- c. Lands, easements, and rights-of-way.
- d. Cash.

F. The Lucas County Soil and Water Conservation District agrees to:

1. Oversee the OMRR&R, as outlined by the USACE in the PCA, by the landowner of the practices installed in the Whitebreast Creek Watershed in Lucas County.
 - a. Require the landowner to sign and file an OMRR&R Agreement for the practices constructed on their property through the 206 Project.
 - b. The OMRR&R from USACE may be amended as follows:
 - i. The District may add any additional requirements they deem reasonable.
 - ii. The District may not remove any part of the OMRR&R from the USACE.
2. Provide Work-in-kind through the technical assistance of District employees for their time spent on the 206 Project. Values for their time will be based on current values and will be billed on an hourly basis for work completed.
3. Be credited with 35% Match for the following items done by landowners in Lucas County in Whitebreast Creek Watershed:
 - a. Actual work done by the landowner.
 - b. Contract payments made by the landowner directly to contractors completing work on the project.
 - c. Lands, easements, and rights-of-way.
 - d. Cash.

G. The Marion County Soil and Water Conservation District agrees to:

1. Oversee the OMRR&R, as outlined by the USACE in the PCA, by the landowner of the practices installed in the Whitebreast Creek Watershed in Marion County.
 - a. Require the landowner to sign and file an OMRR&R Agreement for the practices constructed on their property through the 206 Project.
 - b. The OMRR&R from USACE may be amended as follows:
 - i. The District may add any additional requirements they deem reasonable.
 - ii. The District may not remove any part of the OMRR&R from the USACE.
2. Provide Work-in-kind through the technical assistance of District employees for their time spent on the 206 Project. Values for their time will be based on current values and will be billed on an hourly basis for work completed.
3. Be credited with 35% for the following items done by landowners in Marion County in Whitebreast Creek Watershed:
 - a. Actual work done by the landowner.
 - b. Contract payments made by the landowner directly to contractors completing work on the project.

- c. Lands, easements, and rights-of-way.
- d. Cash.

H. The Warren County Soil and Water Conservation District agrees to:

1. Oversee the OMRR&R, as outlined by the USACE in the PCA, by the landowner of the practices installed in the Whitebreast Creek Watershed in Warren County.
 - a. Require the landowner to sign and file an OMRR&R Agreement for the practices constructed on their property through the 206 Project.
 - b. The OMRR&R from USACE may be amended as follows:
 - i. The District may add any additional requirements they deem reasonable.
 - ii. The District may not remove any part of the OMRR&R from the USACE.
2. Provide Work-in-kind through the technical assistance of District employees for their time spent on the 206 Project. Values for their time will be based on current values and will be billed on an hourly basis for work completed.
3. Be credited with 35% Match for the following items done by landowners in Warren County in Whitebreast Creek Watershed:
 - a. Actual work done by the landowner.
 - b. Contract payments made by the landowner directly to contractors completing work on the project.
 - c. Lands, easements, and rights-of-way.
 - d. Cash.

I. The Iowa Department of Natural Resources agrees to:

- A. Provide technical assistance in the form of DNR employees for their time spent on the 206 Project. These employees include but are not limited to Forester, Wildlife Biologist, and Executive Officer. Estimated values for their time, which will be billed on an hourly basis, are:
 1. Fully burdened salary (salary and benefits; benefits are about 30% of salary) for:
 - a. Forester \$63,203
 - b. Wildlife Biologist \$63,203
 - c. Executive Officer \$75,296

J. The Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation agrees to:

- A. Provide technical assistance in the form of design, construction, and monitoring services including State employee's time spent working on the 206 Project. State employees for time spent includes but is not limited to time spent on survey, design, construction stake-out, and associated paperwork or book-keeping. These employees include but are not limited to State Technician, State Secretary, and Environmental Specialist/Project Coordinator. Estimated values for their time, which will be billed on an hourly basis, are:
 1. Fully burdened salary (salary and benefits; benefits are about 32% of salary) for:
 - a. Secretary II - \$34,282 (entry level rate)

Whitebreast Creek Watershed Project 28E Agreement

- b. Soil Technician II - \$31,654 (entry level rate)
- c. Soil Technician III - \$35,608 (entry level rate)
- d. Environmental Specialist/Project Coordinator - \$48,493

K. The Whitebreast Watershed Association agrees to:

1. Be the organization that represents the 28E.
2. Enter into and sign all agreements based on prior approval, based on the by-laws, by the 28E partners for the 28E partners as the agreements pertain to the 206 Project, including but not limited to the PCA with the USACE.
3. Administer the 206 project on behalf of the partners.