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SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

Between the

DES MOINES COUNTY SOIL CONSERVATION DISTRICT

STATE OF IOWA

and the

SOIL CONSERVATION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

Statement of Purpose

The DES MOINES COUNTY Soil Conservation District, 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 2nd day of August, 1946. That memorandum provides a basis upon which agencies of the Department may cooperate with and furnish aid to the District. Under the terms of the United States Soil Conservation Act of 1935 (Public No. 46 - 74th Congress, 49 Stat. 163), and other Acts, the Department of Agriculture, through the Soil Conservation Service, is authorized to cooperate with and to furnish aid to governmental agencies such as the District for erosion control and soil conservation work:

The District has adopted a work plan which it will keep current as a general guide to show how the District will carry on its activities. Since the work of the District will be furthered by assistance which the Service may be in a position to make available to it, the Service and the District hereby enter into this Supplemental Memorandum of Understanding, which is intended to supplement the memorandum mentioned above.

A. What the Service Will Do

1. The Service will make available to the District the services of a staff member, to be known as the District Conservationist, and the services of other staff members if needed and available, together with the clerical assistance, transportation, and facilities which such staff members may require.

2. In addition, there are other types of assistance which the Service may from time to time be in a position to make available to the District for carrying on erosion control and soil conservation work. This additional assistance may include (a) labor, with facilitating equipment and materials; (b) field equipment, of a kind not generally owned by operators and owners of lands within the District; (c) materials, including planting materials, either (1) improved or uncommon, or (2) not generally within the economic reach of owners and operators of land within the District, or (3) not generally available in regular trade channels to owners and operators of land within the District. The amounts of these kinds of assistance which may be furnished to the District will depend upon (1) the mutual understanding of the District and the District Conservationist as to the need for the assistance and (2) the determination by the Service as to the availability thereof.

3. The Service will make available the assistance provided for in accordance with schedules which will be furnished by the Service to the District within a reasonable time after this Memorandum goes into effect, and at least annually thereafter on or before July 31, to cover the period ending the following June 30. These schedules may be changed from time to time when the Service deems a change necessary, but, before making such a change, the Service will consult the governing body of the District.

4. The Service will also try to furnish other appropriate assistance to the District, in accordance with arrangements satisfactory to both parties.

B. What the District Will Do

1. The District will determine priorities for (a) work areas, (b) formulation of individual soil conservation and erosion control plans within such areas, and (c) follow-up work essential to the carrying out of such plans.

2. In helping to carry out soil conservation and erosion control plans for farms and other units of land, the District will utilize assistance made available by the Service only (a) on land under cooperative or working agreements with the District, or (b) on land owned or leased by the District for which a plan of conservation operations has been adopted by the District. The District will use Service assistance on lands leased by it only where the term of the lease is long enough to make the effectiveness of the work reasonably certain.

3. The District will keep current records of all materials made available to it by the Service, showing the kinds and amounts used on lands covered by each cooperative or working agreement and on lands owned or leased by the District. 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, and will submit to the Service, through the District Conservationist, within thirty (30) days after December 31 of each year, reports of the distribution of such materials for the year ending December 31.

4. The District will maintain all field equipment made available by the Service in good operating condition by making necessary repairs and by properly servicing it. Prior to delivery of any Service field equipment, the District will submit a plan for the use of such equipment to the District Conservationist. The District 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.

C. It is Further Understood

1. Service staff members, clerical assistants, and facilities shall be under the supervision of the Service. The headquarters of such Service personnel shall be at such places as the Service, after consulting the District, determines will be most effective for carrying on the work in which the Service is assisting the District.

Service staff members will assist the District (1) in making necessary surveys; (2) in helping owners and operators of lands within the District to prepare soil conservation and erosion control plans for farms and other units; (3) in explaining cooperative and working agreements and obtaining signatures thereto; (4) in aiding land owners and operators to perform operations which require technical skill beyond the experience of the individuals involved; (5) in preparing soil conservation and erosion

control plans for land owned or leased by the District, and in applying such plans; (6) in determining the adequacy of soil conservation practices which have been put into operation pursuant to soil conservation and erosion control plans; (7) in recommending necessary revisions in such plans; (8) in checking the carrying out of such plans; (9) as consultants in improving its program and in keeping the work plan current; (10) by serving, upon request, on such advisory committees as the District may establish; (11) in keeping records and preparing reports; and (12) in other related activities.

2. The District will furnish to the Service, through the District Conservationist, receipts for all Service field equipment made available to the District, at the time of the delivery of the equipment, and receipts for all Service materials made available to the District, at the time of the delivery of the materials or by the end of each schedule period. The Service will furnish to the District receipts for any equipment and materials returned by the District, at the time of their delivery to the Service.

3. In event the Service makes labor available, it will, after consultation with the governing body of the District, determine the location of the general area within which the labor may be used, and the length of time the labor is expected to assist the District. This Service will keep the District currently informed with respect to permissible labor activities. The District governing body will select from the permissible activities those which will be carried on within the District. The use of such labor shall be subject to applicable laws, rules and regulations.

4. Cooperative agreements which the Service may have entered into with landowners and operators in demonstration projects or other work areas within the District will not be affected by this Memorandum.

5. This Supplemental Memorandum of Understanding shall be subject to all the provisions of the Memorandum of Understanding hereinabove referred to, and any amendments thereof.

6. 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.

7. This Supplemental Memorandum of Understanding 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.

DES MOINES COUNTY SOIL CONSERVATION DISTRICT
By: /s/ Noah Schrock
Chairman, District Governing Body

Date: August 2 1946.

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 2nd day of August 1946.

/s/ Walter B. Eyre
Secretary, District Governing Body

Date: August 2 1946.

H. H. Bennett, Chief

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: _____
Regional Conservator, Soil Conservation Service

Date: 194____.