

MEMORANDUM OF UNDERSTANDING

Between The

Des Moines County SOIL CONSERVATION DISTRICT

STATE OF Iowa

and the

UNITED STATES DEPARTMENT OF AGRICULTURE

Statement of Purpose

The Des Moines County Soil Conservation District, has been organized pursuant to the Soil Conservation Districts Law of Iowa, as a governmental subdivision of the State, to exercise public powers in connection with soil conservation and erosion control within its boundaries, as evidenced by its certificate of due organization, a copy of which is attached.

Since its organization, the District has adopted a program outlining in general its long-time objectives, a copy of which is also attached. The District has, or may in the future have, under its control funds, services and facilities, contributed from Federal, State, local, and private sources for use in carrying on its work.

The Secretary of Agriculture is authorized, under the terms of various statutes administered by the United States Department of Agriculture, through the Soil Conservation Service, the Farm Security Administration, the ~~Agricultural Adjustment Administration~~ ^{Production and Marketing Administration}, the Forest Service, and other agencies of the Department, to cooperate with and assist soil conservation districts in achieving erosion control and soil conservation. Such cooperation can be mutually helpful to the district and the Department in achieving their objectives.

In view of these considerations, the District and the Department desire to establish an enduring basis for such cooperation and assistance, and therefore hereby enter into this Memorandum of Understanding.

A. What the Department Will Do

The Department of Agriculture, through its various agencies, will, consistent with statutory authority and available resources, and in accordance with Departmental regulations, cooperate with and assist the District in carrying on erosion control and soil conservation work. Such assistance will be made available in accordance

with Supplements to this Memorandum of Understanding, or other appropriate arrangements, to be entered into between the District and each agency of the Department cooperating with the District.

B. What the District Will Do

1. The District will prepare and adopt a work plan, which it will keep current, as a guide to show how it will carry on its activities in the interest of erosion control and soil conservation within the District.

2. Where the aid to be furnished by the District to owners and operators of land in carrying out conservation plans involves assistance from 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.

3. The District will be responsible for determining the kind and amount of erosion control and soil conservation work to be performed by it on individual farms and ranches, and for seeing that the provisions of agreements it enters into with owners and operators of land are carried out.

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

5. Within thirty (30) days after December 31 of each year, the District will submit to the Department of Agriculture, through the State Coordinator of the Soil Conservation Service, a report on the District's activities and accomplishments for the year ending December 31. 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 more frequently than once a year by examining these records.

6. The District will inform all cooperating agencies of any substantial changes in its program and its work plan, in order to avoid possible conflicts in carrying out its work.

C. It is Further Understood

1. Assistance supplied to the District will be furnished in accordance with the Departmental regulation making the types of assistance to be furnished in any state depend on the adequacy of the State Soil Conservation Districts Law in authorizing the Districts to carry

out a well-rounded soil conservation program.

2. Any assistance in carrying on educational 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 lands which may lie within the boundaries of the District.

4. Neither the Department of Agriculture nor the District is bound by any obligation in this Memorandum or any Supplement thereto 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.

5. 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.

6. This Memorandum shall be effective when signed by both parties. It may be terminated or modified at any time by agreement of the parties, and may be terminated by either party alone by giving sixty (60) days' notice in writing to the other.

Des Moines County SOIL CONSERVATION DISTRICT

By Harold Schuck
Chairman, District Governing Body

Date: June 21, 1946.

The signing of this Memorandum of Understanding was authorized by a resolution of the District Governing Body adopted at a meeting held on June 21, 1946.

Walter B. Eyre
Secretary, District Governing Body

Date: June 21, 1946

Secretary of Agriculture
United States Department of Agriculture

Date: _____, 194__