



PATTY JUDGE
SECRETARY OF AGRICULTURE

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

NOV. 02 2001

October 31, 2001

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 initial 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".

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

JEG/web
Enclosure

911CIA101-02FullyExSWCDWhitebreastCrClarke319WSPF.doc

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 agreement 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. Legal Authority

This agreement is entered into between the Division, the Districts, and the Service as provided for by 1999 Iowa Code Chapter 161C.

III. Purpose of Agreement

The purpose of this agreement is to delineate the responsibilities of the Division, the Districts, and the Service in the implementation of the Whitebreast Creek Watershed Project. The Division is authorized to fund water quality protection projects through soil and water conservation districts to protect the state's surface and ground water from point and nonpoint sources of contamination.

IV. Distribution of Responsibility

For the purpose of clearly establishing and defining relationships and responsibilities for the work to be performed by the parties to the agreement, the following policies and procedures are set forth.

A. The Division agrees to:

1. Provide funding of up to \$185,979 in Watershed Protection Fund (WSPF) funds and \$36,000.00 in Section 319 funds to support the activities of the Whitebreast Creek Watershed Project as detailed in the project application. \$150,483.00 will be the starting amount in the Districts' FY2002 WSPF ledger after deducting \$24,400.00 for 0.5 FTE Environmental Specialist "Salary/Benefits" (12 months) and \$11,096.00 for 0.25 FTE Technician "Salary/Benefits" (12 months). The Districts' FY2002 WSPF ledger is to be maintained in the field office. \$0.00 will be the starting amount in the Districts' FFYs 2001-2002 Section 319 ledger after deducting \$30,500.00 for 0.5 FTE Environmental Specialist "Salary/Benefits" (15 months) and \$5,500.00 for "DSC Indirect Costs" (15 months). The FFYs 2001-2002 Section 319 allocation will be administered and accounted for by DSC Accounting. The Division will recall project Section 319 funds from FFYs 2001-2002 that are not spent by September 30, 2002.
2. Make payment to landowner(s) or the Districts, as applicable, upon completion of the following structures or activities, or the purchase of eligible budgeted items [\$56,292.00 for WSPF financial incentives to implement Best Management Practices (BMPs) and for other eligible budget items]:

WSPF*

a) Travel/Training -----	\$1,800.00
b) Supplies-----	500.00
c) Information/Education -----	700.00
d) Equipment-----	2,500.00
e) Wetland Construction (4 acres @ 82%) -----	7,242.00
f) Grade Stabilization Structure (2 @ 82%)-----	38,975.00
g) In-Stream Structure (1 @ 82%)-----	6,225.00
h) Water/Sediment Ctrl. Basin (17 @ 70%)-----	33,500.00
i) Pasture and Hayland Planting (45 ac. @ 70%) -----	3,341.00
j) Terrace (8,625 ft. @ 70%)-----	25,200.00
k) Grassed Waterways (15 ac. @ 70%)-----	20,000.00
l) Grade Stabilization Structure (1 @ 50%)-----	10,500.00
TOTAL-----	\$150,483.00

* The Division authorizes the Districts to make changes in WSPF allocations among conservation practices, provided that such changes do not result in an increase in the total FY2002 WSPF allocation to conservation practices. The Division will recall WSPF funds from FY2002 that are not spent by June 30, 2002.

2. Approve awards of financial assistance based on applications submitted by owners and occupants of the land when the Districts approve the applications.

B. The Districts agree to:

1. Develop plans for the construction of the structures according to established USDA Natural Resources Conservation Service specifications and Iowa Department of Natural Resources requirements.
2. Undertake as a public contract any work project with an estimated cost of \$25,000.00 or more, as provided in 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.
3. Require landowners to complete financial incentive applications (IP-1) for each structure or practice prior to any reimbursable work being performed.
4. Approve applications and obligate funds at official meetings of the Districts.
5. Submit to the Division upon completion of each structure:
 - a. Claim Voucher (PO/PV1)
 - b. Original invoices
 - c. Application for Financial Incentives (IP-1)
 - d. Certification of Practice (IP-2)
6. Require landowners to enter into maintenance performance agreements (IP-4) with the Districts prior to receipt of financial incentive payments.
7. Provide the Division with monthly, quarterly, and annual progress reports in conformance with the printed report guidance provided by the Division. These reports shall be due within 15 days after the end of each monthly, quarterly, or annual reporting period of the federal fiscal year.
8. Provide the Division with an annual Plan of Operations and a corresponding Budget by June 20 of the preceding year for years for which the project is to be funded.
9. Provide the Division with a comprehensive final report in conformance with the printed report guidance provided by the Division, upon conclusion of the project.
10. Comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 02-7150-12 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, and ARTICLE IX - CONTRACT PAYMENT SCHEDULE of the agreement SPECIAL CONDITIONS.

The Service agrees to:

1. Develop conservation plans and construction plans according to the National Conservation Planning Manual and Natural Resource Conservation Service standards and specifications.
2. Certify completion of applicable practices as per Service standards and specifications.
3. Provide office facilities for Division and District employees.
4. Provide day-to-day technical direction for staff as per the Cooperative Working Agreement between the Division, the Service, and the Districts.

D. The Division, the Districts, and the Service mutually agree to:

1. Work cooperatively with other agencies and organizations to implement this project.
2. Meet annually in August or September to review the progress of the project. Following that meeting, the Districts shall submit within 30 days an annual report in conformance with the Division's annual report guidance.
3. Incorporate the following credit into project reports and presentations with the exception of monthly, quarterly, and annual project activities reports not used for public information purposes: "This project is supported in part by the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation, through funds of the Watershed Protection Fund and, by the Iowa Department of Natural Resources through a grant from the U.S. Environmental Protection Agency under the Federal Nonpoint Source Management Program (Section 319 of the Clean Water Act). Technical assistance is provided by the U.S. Department of Agriculture, Natural Resource Conservation Service."
4. Amend in writing the agreement at any time that all signatory parties agree to do so.
5. Civil Rights in Program Delivery - The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; Federal Executive Order 11246 of 1965 as amended by Federal Executive order 11376 of 1967; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination status: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving local, state, or federal financial assistance from the Department of Agriculture or any agency thereof.

V. Effective Date and Termination of this Agreement

This agreement shall be effective July 1, 2001 upon signature by all parties and shall remain in effect until it is modified by mutual agreement, terminated by any of the signatory parties on 30 days written notice, or until it is modified or terminated by operation of law.

Approved:

10-25-01
Date


Director, Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

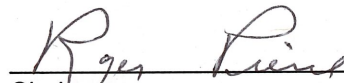
9/12/01
Date


Chairperson
Warren Soil and Water Conservation District

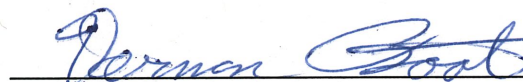
10/10/01
Date


Chairperson
Clarke Soil and Water Conservation District

9-17-01
Date


Chairperson
Lucas Soil and Water Conservation District

9-13-01
Date


Chairperson
Marion Soil and Water Conservation District

10-24-01
Date


State Conservationist, Natural Resources Conservation Service
U.S. Department of Agriculture

Whitebreast Watershed
2001 - 2002
Plan of Work
July 2001 – September 2002

*sent
AHW
Bill Bryant
5-9-01
DP/
Angela*

OBJECTIVE 1 Assist with the current programs that have been approved for funding.

GOAL 1 Environmental Quality Incentives Program (EQIP) Funding.

<u>ACTION ITEMS</u>	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Assist with EQIP program sign-up and ranking of applicants.	Project Coord. The 4 F.O.'s	07/01	08/01	
2. Assist with the notification of approved EQIP applicants.	Project Coord. The 4 F.O.'s	08/01	09/01	
3. Assist with the Educational Component of EQIP Funds in the 2 nd year of funding.	Project Coord.	03/02	09/02	

GOAL 2 Watershed Protection Fund (WSPF) Funding.
(Note: Funds have been requested.)

<u>ACTION ITEMS</u>	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Assist with WSPF program sign-up and ranking of applicants.	Project Coord. The 4 F.O.'s	07/01	08/01	
2. Assist with the notification of approved WSPF applicants.	Project Coord. The 4 F.O.'s	08/01	09/01	

OBJECTIVE 2

Utilize Water Protection Funds (WPF) for demonstration sites as related to the Section 206 Project.

GOAL 1

Begin working with the Districts, the Whitebreast Watershed Association (WWA), and agencies involved with the Whitebreast Watershed 206 Project on demonstration areas.

ACTION ITEMS

	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Work with the COE on the demonstration site designs.	Project Coord. The 4 F.O.'s	05/01	08/01	
2. Contact landowners of potential demo sites.	Project Coord. The 4 DC's	05/01	06/01	
3. Assist with demo site allocation of funds and construction.	Project Coord. The 4 DC's	07/01	09/02	

OBJECTIVE 3

Prepare for the Section 206 Project kick-off.

GOAL 1

Coordinate events for the 206 project.

ACTION ITEMS

	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Work with COE to complete Feasibility Study.	Project Coord., DC's, WWA	05/01	06/01	
2. Arrange public meetings to be held to inform landowners of the project status.	Project Coord., DC's, WWA	06/01	07/01	
3. Research possible locations for obtaining plant materials that may be needed for the projects. (ie: prairie cord grass plugs, etc.)	Project Coord.	07/01	09/02	
4. Begin follow-up with landowners interested in the 206 project, ref. their specific sites, and the site selection criteria of the project.	Project Coord., F.O. staff	07/01	09/02	
5. Develop and publish a Whitebreast Watershed newsletter to keep landowners informed of watershed activities.	Project Coord., COE's, DC's	09/01	11/01	

OBJECTIVE 4 Project Administration.

GOAL 1 Administer project.

<u>ACTION ITEMS</u>	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Prepare Monthly Reports.	Project Coord.	07/01	09/02	
2. Prepare Quarterly Reports.	Project Coord.	07/01	09/02	
3. Prepare Annual Report.	Project Coord.	09/02	09/02	
4. Attend training as scheduled.	Project Coord.	06/01	09/02	
Plant ID		06/11-14/01		
Springbrook		06/25-29/01		
Springbrook		07/16-20/01		
5. Hold Annual meeting.	Project Coord.	12/01	02/02	
6. Complete next year's Plan of Work and Budget.	Project Coord.	08/02	09/02	
7. Attend monthly SWCD meetings.	Project Coord.	05/01	09/02	
Warren County		05/08/01		
Clarke County		05/14/01		
Lucas County		05/21/01		
Marion County		05/24/01		
8. Meet with Board of Supervisors of all 4 counties (initially and as needed).	Project Coord.	05/01	09/02	

OBJECTIVE 5 Assist the Whitebreast Watershed Association.

GOAL 1 Coordinate WWA activities and meetings.

<u>ACTION ITEMS</u>	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. Assist with 501C3 development.	Project Coord.	07/01	09/01	
2. Assist with 28E development.	Project Coord.	05/01	12/01	
3. Set up schedule for regular meetings.	Project Coord.	05/01	09/02	

OBJECTIVE 6

Begin to seek other potential partners or funders for the Whitebreast Watershed Project.

GOAL 1

Research potential partners who have a stake in the watershed and who would benefit from conservation measures within the watershed.

ACTION ITEMS

	<u>Responsibility</u>	<u>Start</u>	<u>End</u>	<u>Completion</u>
1. List the businesses and companies that are located in the watershed in the four counties.	Project Coord.	07/01	09/01	
2. Develop one grant proposal or application.	Project Coord.	07/01	09/02	

ABBREVIATIONS

COE – Army Corps of Engineers
EQIP - Environmental Quality Incentives Program
F.O - Field Office
SWCD - Soil and Water Conservation District
WPF – Water Protection Fund
WSPF – Watershed Protection Program Fund
WWA – Whitebreast Watershed Association

**PROJECT BUDGET FOR FY2001
SECTION 319**

Attachment 4

BUDGET FOR YEAR # 1 FY2001

PROJECT NAME: Whitebreast Creek Watershed Project

Sponsor: Clarke, Lucas, Warren
and Marion County SWCD's

101-20-3

Component	Number, Acres or Other Units	Total Cost	Cost Share Rate	Landowner Cost	Project Cost	319	Other Funding Source(s)	Other Source ID
Salary & Benefits		\$37,000			\$37,000	\$37,000		
Travel/Training		\$1,800			\$1,800		\$1,800	WPF
Supplies		\$500			\$500		\$500	WPF
Inform./Educ.		\$1,000			\$1,000	\$1,000		
Contractual*								
Equipment		\$550			\$550		\$550	WPF
Other								
Practices:								
Wetland Construction	4.0 acres	\$7,677	82%	\$1,382	\$6,295		\$6,295	WPF
Grade Stabilization Structures	2	\$47,530	82%	\$8,555	\$38,975		\$38,975	WPF
In-Stream Structure	1	\$6,573	82%	\$1,183	\$5,390		\$5,390	WPF
Additional Practice Funds							\$125,000	EQIP
Additional Practice Funds							\$150,000	WSPF**
Totals		\$102,630		\$11,120	\$91,510	\$38,000	\$328,510	

* Note what contractual services are and with whom

Note:

Equipment - Hand Held GPS Unit

Practices: Request for unspent funds that will be recalled from prior year's allocation.

** WSPF Funds Have Been Requested