

**AISWCD QUARTERLY BOARD**  
***Illinois Department of Agriculture Report***  
December 10, 2013

**FY 2014 DISTRICT ALLOCATIONS**

In early November, the Bureau was authorized to release a portion of the FY 2014 funding to Districts. The first installment paid for one-half of the annual employee health insurance, all of the workers comp/liability/equipment insurance and one-half of the District operations. There were no cost share funds for conservation practices sent out with the first installment. It's unknown how quickly the funds will be placed in the Districts' Illinois Funds Accounts nor how soon we will be given approval to send the second installment to SWCDs.

**SSRP TECHNICAL ASSISTANCE AVAILABLE**

The Department's stream specialists are available to conduct investigations needed for submitting FY14 SSRP cost-share applications. There will be two application deadlines this year. The first will be March 1, 2014, and if sufficient funds are available, the second will be June 1, 2014. Project applications that were previously submitted, but not approved for cost-share, will need to be re-submitted to be considered for this year's funding. Please contact the specialist assigned to your district for needed technical assistance.

Chris Haring	<a href="mailto:charing43@yahoo.com">charing43@yahoo.com</a>	815-985-6372
Rob Meats	<a href="mailto:thebagman@frontier.com">thebagman@frontier.com</a>	217-257-3954
Wayne Kinney	<a href="mailto:streamdoc1@gmail.com">streamdoc1@gmail.com</a>	618-830-6318

**COVER CROP INITIATIVE**

With the exception of a couple of plots that were planted after wheat or corn fields that were harvested for silage, the 14 Cover Crop Demonstration plots were aerial seeded in August and early September. Germination in the aerial seeded plots was delayed in most cases by 4-6 weeks due to the lack of moisture. Although most plots did not get the normal growth that would be expected early on, the plots have shown substantial growth. All of the signs at the plots (see information at end of this report) have been installed.

**PARTNERS FOR CONSERVATION FUND SPENDING PROGRESS**

*(Statewide)*

<b>Deadlines:</b>	FY 2012 CPP account	December 28, 2013
	FY 2013 CPP account	November 8, 2014

**ENERGY PROJECTS**

With the ever increasing demand by the general public for readily available energy (fuel, electricity, etc.), there are many energy related projects (pipelines, electric transmission lines, wind farms) planned or under construction across the U.S. and Illinois is getting its fair share. Examples include the Rock Island Clean Line Electric Transmission Line Project, the Ameren Illinois Rivers Electric Transmission Line Project, the Commonwealth Edison Grand Prairie Gateway Electric Transmission Line Project, the Eastern Gulf Pipeline Project and the Explorer Pipeline Project. The Department takes an active role in these projects and negotiates an

Agricultural Impact Mitigation Agreement (AIMA) with these utility companies to ensure that impacts to agriculture are held to a minimum and the affected area is properly restored. If you're not familiar with our AIMAs, feel free to look at our construction standards and policies contained on the Department's website. These standards and policies form the basis for the AIMAs. Within the AIMAs, there are a number of

December Quarterly Board

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conservation provisions and the utility companies are instructed to contact SWCDs for technical assistance on various issues. We also seek your advice and information on these projects. Thank you for helping to make these projects as compatible as possible with the agricultural community.

VEGETATIVE FILTER STRIPS REPORT FORM

The form to be used in reporting information on vegetative filter strips certified by Districts this year has been sent to all SWCDs. Please review the form, complete the information requested and **return it to the Bureau of Land and Water Resources by January 31, 2014**. If you didn't have any vegetative filter strip certifications, please write "not applicable" on the form and return it regardless.

**Cover Crop Demonstration Plot Cooperators and Locations**

**Region 1**

Pete Ascher	Winnebago County, US Route 20 (next to Keith Road)
Harold & Dave Hawkinson	Knox County, I-74 (1 mile north of Galesburg)
Paul Young	Whiteside County, I-88 (Erie Exit # 18)

**Region 2**

Don Jacobs	McLean County, I-55 (6 miles north of Lexington)
Matt Hughes	McLean County, I-55 (south of Shirley Exit)
Small Brothers	LaSalle County, I-39 (4 miles north of I-80)
Donnie Benoit	Kankakee County, I-57 (1 mile south of Kankakee)
ISU Research Farm	McLean County, I-55 (2 miles north of Lexington)

**Region 3**

Terry Davis	Warren County, US 67 (5 miles south of Roseville)
Karl Peters	Sangamon County, I-72 (NE of Sangamon/Morgan County line)

**Region 4**

Dale Stierwalt	Champaign County, I-57 (7 miles south of Champaign)
Miller Farm	Macon County, I-72 (Harristown, mile marker 133, south side)
Dave Jennings	Fayette County, I-70 (St. Elmo, mile marker 75-76)

**Region 5**

Doug Bening	Washington County, I-64 (2 miles east of Okawville)
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## NRCS Report for AISWCD Quarterly Board Meeting, December 2013

### Budget

- Illinois NRCS just received the budget for FY 2014.
- The budget we have has sequestration accounted for, but there are still several unknown associated with the passage of a new Farm Bill.

### Farm Bill

- The Farm Bill expired at the end of September.
- We still have authority to conduct sign-ups in EQIP and CStP.
- EQIP is underway and we had good response for the first batching period. As soon as we actually get the budgeted funds we will begin making funding decisions.
- We recently heard there will be a sign-up for CStP. The sign-up started immediately and we will have a batching period on January 17.
- We are making payments on prior year CStP and CSP contracts.
- We can service prior year WRP, GRP, and CRP contracts but nothing new because the authorities for those programs expired with the Farm Bill.
- If we don't get a new or extended Farm Bill by the end of December then we revert to the permanent law of the 40's.
- Right now House and Senate have still not reconciled their differences on the new law. Latest speculation is we might have a 1 month extension.

### Reorganization

- NRCS continues to move forward on reorganization efforts required by the Secretary.
- Soils reorganization has met with delays but should be complete by the end of the Calendar Year. (MLRA offices and employees supervised regionally)
- Administrative reorganization being implemented. Pilot teams are in place for fleet management, contracting, and HR. Expect full implementation by the end of CY 14.
- Public Affairs pilot teams are in place.
- No one is being involuntarily relocated or losing their job as part of these efforts.
- State NRCS leadership team is working on additional reorganization ideas. We do not anticipate field office closures as a result of our state efforts.
- Pilot project is underway for administrative services eventually required as part of CDSI.

## **USDA- IL FSA Conservation and Environmental Programs Division**

### **General CRP Sign Up Accepted and Rejected Offers Announced**

The Illinois Farm Service Agency announced recently that offers taken during the General Signup held May 20<sup>th</sup> through June 14<sup>th</sup> have been evaluated. More than 27,000 CRP offers were received on approximately 1.9 million acres nationwide; 1.6 million acres were considered acceptable for enrollment (88%). In Illinois, 3,924 offers were submitted for 86,828 acres; 3,299 offers have been accepted totaling 73,270 acres. These offers have been approved and are current active contracts.

### **Conservation Reserve Program (CRP)**

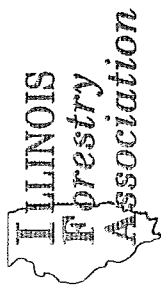
Legislation ended September 30, 2013 and we currently have no authority to accept applications or approve CRP contracts due to the farm bill expiring. Our county offices continue to work with producers on current contracts performing ownership and acreage revisions that will not result in an additional obligation of funds.

Due to the lapse in funding, CRP payments that were scheduled to begin on October 1, 2013 were not processed until October 21, 2013. County Offices have worked very hard to get the payment cycle run as quickly as possible and are currently diligently working to resolve any problem cases so producers are paid timely.

### **Emergency Conservation Program for Flooding**

The Emergency Conservation Program (ECP) was implemented in Fulton County due to excessive flooding this spring. Farms and ranches experiencing flooding conditions may be eligible for cost-share assistance under ECP to rehabilitate farmlands and conservation facilities that have been damaged. The damage must have been so costly to rehabilitate that federal assistance is or will be required to return the land to productive agricultural use.

Producers who have suffered a loss from the natural disaster may contact the Fulton County FSA Office and request assistance until November 18, 2013.



## Board of Directors/Technical Advisors/Staff 2013-2014

### OFFICERS

President	Vice President	Secretary	Treasurer	Immediate Past President
Bill Gradle 3803 Deerfield Dr. Champaign, IL 61822 217/359-3803 - Home 217/840-6086 - Cell sallygradle@comcast.net	Dick Little 5408 Deer View Ln. Pleasant Plains, IL 62677 217/546-1847 - Home 217/341-9946 - Cell dlittle@mvii.net	Dave Gillespie 82 Cottonwood Dr. Chatham, IL 62629 217/483-2711 - Home 217/494-6982 - Cell dandaisp@aol.com	Susan Romano 22760 N. 1300 Rd Macomb, IL 61455 309/769-5475 - Home 309/333-1368 - Cell old_farmstead@yahoo.com	Stephanie Brown 16 Macedonia Rd. Golconda, IL 62938 618/949-3698 - Home 618/638-6954 - Cell sbrown63@shawneedlink.net

### BOARD OF DIRECTORS

Region 1	Region 2	Region 3	Region 4
Todd Stone 15303 IL Rt. 72 Davis Junction, IL 61020 815/393-3639 - Home 815/871-2252 - Cell tstone@upssemployment.com	Dan Schmoker* #5 Greencastle Circle Springfield, IL 62712 217/529-0061 - Home 217/416-1387 - Cell schmoker3@aol.com	Stan Sipp* 211 E. Illinois Box 111 Mansfield, IL 61854 217/489-9003 - Home 217/714-1855 - Cell stsipp@uiuc.edu	Mary L. Murphy 17 Whippoorwill Rd. Springfield, IL 62711 217/698-2067 - Home 217/502-4498 - Cell mlm1fa@yahoo.com

Region 1	Region 2	Region 3	Region 4
Alan Wolfgang 5530 Childs Ave. Hinsdale, IL 60521 alan_wolfgang@parade.com	Carol Bryant 7841 S. Panther Creek Rd. Mt. Olive, IL 62069 618/444-3864 - Cell cabryant2@gmail.com	Anthony Kreke 7725 N. 1600 St. Effingham, IL 62401 217/536-5601 - Home tonymjill@frontiernet.net	Roger Smith 15797 Willis Rd. Benton, IL 62812 618/927-2047 - Cell smithtreefarmil@hotmail.com

Region 1	Region 2	Region 3	Region 4
Tom Vorac 333 N. Chicago St. Geneseo, IL 61254 309/944-3678 - Home tom_vorac@live.com	Jim Hynes 5696 Taylor Homestead Rd Pleasant Plains, IL 62677 217/502-4528 - Home/Cell hynesfarm@gmail.com	John Edgington* 966 E. 3200 N. Rd Mansfield, IL 61854 217/489-9075 - Home 217/840-5162 - Cell johnede@illinois.edu	John Dickson 57 Dickson Rd. Makanda, IL 62958 618/457-4871 - Home jwd-hra@frontier.com

Region 1	Region 2	Region 3	Region 4
John Groninger 1205 Lincoln Dr. Mail Code 4411 Carbondale, IL 62901 618/453-7462 - Work 618/967-7318 - Cell groninger@siu.edu	Jake Hendee 2309 Old Jacksonville Rd. Springfield, IL 62704 913/547-2541 217/345-6628 - Home jhendee@gmail.com	Robert Wagoner 2774 Whippoorwill Dr. Charleston, IL 61920 618/977-3415 - Cell 217/840-6086 - Cell rwagoner@consolidated.net	Mike McMahan 3465 Indian Point Rd. Vienna, IL 62995 618/977-3415 - Home/Cell memahan3465@hotmail.com

Edward Eppy  
1620 Burdette St.  
Metamora, IL 61548  
309/256-3430 - Home/Cell

### TECHNICAL ADVISORS

Kurt Bobbin, Regional Forester IDNR-Forestry Regions III-IV 1556 State Route 54 Clinton, IL 61727 217/935-6860 - Work 217/840-1527 - Cell kurt.bobbin@illinois.gov	Wade Comm State Forester-USDA/NRCS 2118 West Park Court Champaign, IL 61821 217/553-6647 - Work wade_comm@ill.usda.gov	Paul Deizman Department of Natural Resources One Natural Resources Way Springfield, IL 62702-1271 217/782-3376 - Work 217/685-4306 - Cell paul.deizman@illinois.gov	Jay Hayek W521 Turner Hall (MC-047) 1102 S. Goodwin Ave. Urbana, IL 61801 217/244-0534 - Work jhayek@uiuc.edu	John Groninger 1205 Lincoln Dr. Mail Code 4411 Carbondale, IL 62901 618/453-7462 - Work 618/967-7318 - Cell groninger@siu.edu
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### EXECUTIVE DIRECTOR

Region 1	Region 2	Region 3	Region 4
			Mary L. Murphy 17 Whippoorwill Rd. Springfield, IL 62711 217/698-2067 - Home 217/502-4498 - Cell mlm1fa@yahoo.com

### IFA MAILING ADDRESS

Region 1	Region 2	Region 3	Region 4
			Illinois Forestry Association P.O. Box 224 Chatham, IL 62629

\* Also a Technical Advisor



## The Voice for Illinois Forests

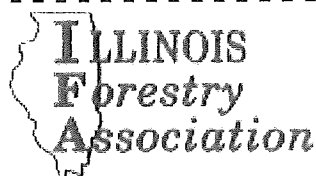
Mission: to act on issues that impact rural and urban forests  
and to promote forestry in Illinois

### Dues by Membership Term

Membership Category	1-year	2-year	3-year	Life*
IFE - Individual or Family with email address	\$25	\$45	\$60	\$500
IFM - Individual or Family with no email address	\$35	\$65	\$90	\$500
IFS - Supporting (Individual or Family)	\$50	\$90	\$125	\$750
IFX - Sustaining (Individual or Family)	\$100	\$180	\$250	\$1500
BUS - Business operating for profit	\$100	\$180	\$250	\$1500
NFP - Not-for-profit Organization	please use Individual or Supporting Category			
STU - Student (high school & above), non-voting	\$10	\$20	\$30	--

\* Lifetime Membership Dues can be paid in two installments, 6 months apart

Detach on dotted line - Keep the top portion for your records



## Membership Registration Form

this information will remain confidential and will only be used  
for IFA membership purposes



Name(s): \_\_\_\_\_

Representative, if business or group: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home County: \_\_\_\_\_ Land County: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Membership Category: \_\_\_\_\_ Term: \_\_\_\_\_ Amount Due: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Would you be willing to serve on a committee? (Circle one)    NOW    LATER    NEVER

Please return bottom of this form and your payment to:

Illinois Forestry Association  
P. O. Box 224  
Chatham, IL 62629

For IFA Administrative Use (3/11)  
IFA: ID # \_\_\_\_\_ Region \_\_\_\_\_

ISSUE: Title II Sec. 1240B. (f) of the current Farm Bill directs the Secretary, through NRCS, to allocate 60% of available Environmental Quality Incentives Program(EQIP) funding towards practices relating to livestock production.

Rationale: The NRCS State Conservationist, with input from their respective State Technical Committees, should have the authority to direct available funding towards their resource concerns in each State. Though this is a "national" goal, the last two years, it has been mandatory for NRCS in each State to meet this goal. It would be much more efficient and effective for each State to decide their priorities in address resource concerns and issues.

Rodney Davis, Congressman from Illinois' 13<sup>th</sup> Congressional District, currently is a conferee on the Farm Bill Conference Committee. Please contact him to voice your concern on this issue.

Washington D.C. office : 202-225-2371

Champaign office : 217-403-4690

e-mail: [rodneydavis.house.gov](mailto:rodneydavis.house.gov)

# Illinois Soil & Water Conservation District Employee Association

AC Co-Chair – Betty Buckert

AC Co-Vice Chair – Sondra Baker

Secretary – Meghan Polacek

RC Co-Chair – Kara Downin

RC Co-Vice Chair – Keith Livesay

Treasurer – Sharon Matson



## REGION 1 REPRESENTATIVES

Kara Downin

Sharon Matson

Shannon Pence

Sherry Huffstutler

## REGION 2 REPRESENTATIVES

Sondra Baker

Spring Duffey

Thad Eshleman

Vicki Heath

## REGION 3 REPRESENTATIVES

Jane Brangenberg

Betty Buckert

Cindy Moon

Abbie Sperry

## REGION 4 REPRESENTATIVES

Tara Hopkins

Stephen Miller

Renee Weitekamp

Cindy Poppenhager

## REGION 5 REPRESENTATIVES

Keith Livesay

Meghan Polacek

Jodi Hawkins

Carla Barnes

## ISWCDEA December 2013 Quarterly Report

The ISWCDEA Winter Training 'TEAM CONSERVATION' had extreme challenges during the recent months and federal government shutdown. But we are a team with a mission: helping local people protect, maintain, improve, conserve and wisely use the soil, water, forests, wildlife, and related natural resources in their communities.

Spirits are running high for this year's Winter Training. Sessions include: Fillable Forms, IEPA Programs, Grass Waterways—Start to Finish, Contribution Agreements, the new NRCS Pilot Program, Certified Planner, QuickBooks, Cover Crops, Tax Levy, Audit, Records Retention, NACD Educational Opportunities, CPP (Conservation Practices Program), SSRP (Streambank Stabilization Restoration Program), CREP (Conservation Reserve Enhancement Program), Outdoor Education, Insurance, Envirothon, and a Partners Question & Answer.

The Team is joining efforts to collect Toys for Tots for the Marine Corps and used eyeglasses, lenses, hearing aids, and cell phones for the Lions Club. Any donations will be greatly appreciated. Together everyone achieves more.

We may be strong as individuals but we are stronger together. Make plans for your staff and directors to attend. Registration fee is \$15 which includes all the training and meals—it's a win-win situation!

As of November 1, 2013, the SWCDs have retained 137 full-time and 43 part-time employees. Thirty SWCDs have only one employee. We have approximately 25 employees receiving Service Awards this year for Five through Thirty Years as an SWCD employee. They will be honored at a special recognition ceremony during our annual meeting. We are planning to reach out to these award winners and encourage them to attend Winter Training.

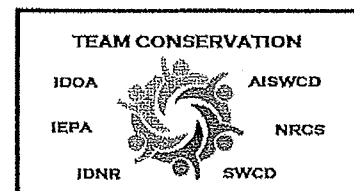
Three regions held elections this year. We will have one new representative, Lorna Chezem, joining Region 1. This year we were fortunate to have full board representation. By allowing your employees to represent the Region, our team has been instrumental in organizing and assisting at Winter Training, Summer Conference (9 speakers/sessions), Farm Progress Show Conservation Ag Tent, area and regional meetings as well as promoting Legislative Day; sponsoring: 50/50 raffle, license plate frame initiative and fund raiser, Outstanding District Employee Award, IL Envirothon, and a \$500 scholarship; assisting steering committees and workgroups/taskforces with 'Field Office of the Future' and updating the NRCS/SWCD 'Memorandum of Understanding; creating an Employee Handbook on our website; supporting employee's technology updates, and contributing monthly articles to the AISWCD 'Conservation Catchall'. Our team has divided the tasks and multiplied the successes. We bring out the best in each other!

We believe that coming together is the beginning, staying together is progress, working together is success. Our conservation partners: AISWCD, IDOA/BLWR, USDA/NRCS, IEPA, IDNR, and all SWCDs make our team champions! Success is about 80% attitude, 5% skill, and 15% hard work! TEAM CONSERVATION has it all.

Respectfully submitted,

*Betty Buckert Kara Downin*

Betty Buckert, AC Co-Chair & Kara Downin, RC Co-Chair





#### **NCDEA Update –**

The mid-year board meeting was held in Michigan. Sandy Stratman from Missouri, who is our North Central Regional Representative, attended the meeting. There were four Michigan district employees who also participated in the meeting. The board worked on a new strategic plan, worked on one of the grant deliverables, as well as worked on normal governance topics for NCDEA. Irene Moore, NCDEA President, represented NCDEA at the NACD summer board meeting and legislative conference. Irene had the opportunity to address the NACD Board, to meet with congressional representatives, and network with other partner organizations.

NCDEA hosted the last National Partnership Leaders Meeting. It was the first Partners Leaders meeting for Jason Weller after he was named Chief of NRCS. The discussions were productive and timely to help each organization (NCDEA, NRCS, NACD, NASCA, & NARC&D) achieve their respective goals and to work together as a partner team.

NCDEA Vice-President Pam Hawkins (NC) and President Irene Moore continued to be involved representing NCDEA on the North American Envirothon Partnership Team planning for a new future for this activity. The North American Envirothon Committee accepted NCDEA's recommendations for a merger plan with the National Conservation Foundation at their August 5<sup>th</sup> meeting in Montana during the International contest held there this year. While there is much work remaining to implement this recommendation, NCDEA is confident it will help ensure a good future for the Envirothon. NCDEA, NACD, NASCA, and the NACD Presidents Association and the North American Envirothon have pledged to work together to help make this plan work.

NCDEA had the opportunity to attend a celebration and dedication of the first national office for the National Association of Soil Conservation Districts (now NACD) in Spartanburg, SC. Former NCDEA national Board Member and Treasurer, Glenda Lewis from Orangeburg, SC represented NCDEA at the ceremony and made remarks supporting conservation districts work across the nation.

The events committee, Chaired by Past President Connie Richmeier, is planning the NCDEA tour activities for the NACD Annual Meeting in February in Anaheim, California. As of right now, there are three board meetings tentatively scheduled for NCDEA's time in Anaheim, along with partnering with NACD in monitoring and presenting sessions.

**SWCD of Illinois Insurance  
Plan Administrator's  
Report to AISWCD  
November 2013**

**COBRA** – As of November 30, we have one participant in COBRA, but her cancellation is pending. No COBRA initial notices or election notices were sent.

**Administration** – Administration included:

1. Completing monthly reports and bank reconciliations
2. Updating of salaries in Admin Ease through The Standard: This was caused by implementation of the new employee contracts which began on September 1
3. Assisted Kent Reeves, CPA with the FY 2013 audit of the Insurance books
4. Completed a new, short newsletter to distribute insurance items of interest. My plan is to do one every couple of months, or as necessary
5. Processed and deposited the last of the October 2013 invoices
6. Added two new employees to the insurance, and there were no departing employees
7. Kept in contact with Diann Reed at CMS so that she would know the status of our outstanding payments
8. Travelled to Carrollton to pick up the check for ½ of the FY 2014 allocation and deposited it at the US Bank in Carlinville
9. Updated the January invoices and sent them out. I added them to the website as well
10. Worked on a presentation for Winter Training
11. Reconciled Standard and CMS statements

**Financials** – Income for November was \$688,960.73, with expenses totaling \$139,779.36, resulting in a net income of \$549,181.37. The checkbook balance in the insurance account as of November 30 was \$782,962.23. Billings have been received and paid as follows for December:

CMS (Oct, Nov, Dec)	\$ 399,220.00
The Standard	\$ 4,536.02
Kent Reeves, CPA	\$ 2,000.00
Kendall Co. SWCD (refund)	\$ 145.06

After payment of these bills, the balance on 12/06/2013 was \$378,188.60, which is enough to cover January, February and March of 2014.

Sincerely,  
Melissa Cauble  
Montgomery County SWCD

MEMORANDUM OF UNDERSTANDING final 9/19/13

between the

\_\_\_\_\_ COUNTY SOIL AND WATER CONSERVATION DISTRICT

and the

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding is between the \_\_\_\_\_ County Soil and Water Conservation District, State of Illinois, hereinafter called the District, and the United States Department of Agriculture Natural Resources Conservation Service, hereinafter called the Service. It is effective on the date it is signed by or for the Secretary of Agriculture and replaces any Memorandum of Understanding heretofore entered into between the District and the Service.

AUTHORITIES, STATUTES, LAWS

The Soil and Water Conservation District (SWCD) is a local unit of government that promotes the protection and conservation of the state's soil, water, natural resources, and environment. The SWCDs are authorized to enter into this agreement by the Soil and Water Conservation Districts Act (70- ILCS 405/1 et seq.) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et se. (West 1994).

(Rich Nichols will confirm that these Act #s are correct?)

The United States Department of Agriculture Natural Resources Conservation Service (NRCS), the primary federal agency, is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16, U.S.C. 590; the Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated Oct. 20, 1994. (These will also need to be confirmed correct?)

STATEMENT OF PURPOSE

The District has been organized pursuant to the Soil and Water Conservation Districts Law of Illinois as a public body, corporate and politic of the State as evidenced by its certificate of due organization. It is prepared to exercise within its boundaries public powers as authorized by that law, as amended and supplemented.

The District has adopted a program outlining in general its long-term soil and water conservation and resource-use objectives. The Long Range Plan is available in each District office upon request. The District is engaged in carrying out this program. The District has available, or in the future may have services, facilities, and funds 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 Service to carry out a broad program of assistance to farmers, ranchers, and landowners including soil and water conservation, watershed protection, flood prevention, farm forestry, and both rural and urban areas development, and encompassing research, education, technical assistance, cost sharing and credit. This program may include cooperation with and assistance to soil and water conservation districts in conserving and improving soil, water, vegetative, wildlife and related resources, and in reducing damage by floods and sedimentation.

#### GUIDING PRINCIPLES

The District and the Service have the common objective of helping to bring about the use of each acre of Agricultural and other land within the limits of its capabilities and the treatment of each acre in accordance with its needs for protection and improvement. Cooperation will be mutually helpful to the District and the Service in achieving this common objective. This Memorandum of Understanding establishes an enduring basis for such cooperation and assistance. This Memorandum of Understanding agreement recognizes the key role both parties play in conserving, protecting, and sustaining our natural resources. The District and the Service are interdependent, while having independent responsibilities.

#### ROLES AND RESPONSIBILITIES

##### A. WHAT THE DISTRICT WILL DO

1. The District Board of Directors has the responsibility to provide local leadership in the conservation of natural resources.
2. The District, upon request or upon its own initiative, will consult with and make recommendations to departmental agencies carrying on conservation work within the District, with respect to the development and administration of conservation activities and the over-all conservation problems and work plans of the District, to best effectuate the purpose of those activities.
3. The District will prepare an Annual Plan of Work to serve as a guide in carrying out its program during the year ahead.
4. Where the aid to be furnished by the District to owners and operators of land in carrying out conservation and resource-use plans involves assistance provided to the District by an agency of the Service, 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 Service agency involved. Where assistance is limited to consultant type services, suitable informal arrangements rather than formal agreements are appropriate.
5. The District will be responsible for determining the kind, amount and priority of work to be performed by it on farms, ranges, and other land, and for seeing that the provisions of agreements it enters into with owners and operators of land are carried out.

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

7. The District will not charge for assistance made available by the Service and will conduct its work in such manner that cooperating landowners and operators, and the public generally, will understand that any charges it may make are not for that assistance.

8. The District will submit to the Illinois Department of Agriculture an annual report on the District activities and accomplishments. The annual report will consider conservation of soil and water, together with pollution abatement, improvement of water quality, improvement of soil erosion, improvement of wildlife habitat, and improvement of the quality of our environment for ALL people. The District will keep its records in such a way that the agencies of the Service cooperating with the District may obtain adequate information as to the District activities by examining these records.

9. The District will inform all cooperating agencies of the Service of any substantial changes in its long-term program in order to avoid possible misunderstandings in carrying out the District's work.

#### B. WHAT THE SERVICE WILL DO

1. The Service will cooperate with and assist the District in carrying out its long-term soil and water conservation and resource-use program. Such assistance as is consistent with the Service's statutory authority and available resources will be provided through its various agencies in accordance with Service regulations. Such assistance will be made available through Supplements to this Memorandum of Understanding, or other appropriate arrangements, developed between the District and each agency of the Service cooperating with the District.

2. The Service will provide office space and computer support, along with upgrades to necessary software, and network and telecommunication services for up to two workstations per SWCD on USDA approved and SWCD purchased computers sufficient to complete the conservation mission in the District as defined by the state conservationist.

3. The Service will provide continuing education, technical training, and support to District and Service staffs.

4. The Service will ensure that technical manuals, specifications, handbooks, and applicable program standards are available to all Districts.

5. The Service will provide technical assistance, resource data, and the availability of USDA programs to the District through local soil and water conservation districts to assist landowners and decision makers in the conservation and management of natural resources.

6. Following their mission statement, the Service will provide resources to farmers and landowners to aid them with conservation. Ensuring productive lands in harmony with a healthy environment is a priority.

## OBJECTIVES AND COVENANTS

1. Both parties agree that the soil, water, and other natural resources must be protected from degradation that often results from land disturbing activities when runoff and erosion are not properly controlled. Such adverse effects on the natural resources can be detrimental to the health, safety, and general welfare of the public.
2. Both parties will act in good faith and make an honest and sincere intention to fulfill its obligations, applying duties and responsibilities consistently toward all people equally.

## COMMUNICATION

The District and the Service will strive to keep all parties updated. Each party will take the initiative to ensure good communication. Each party will monitor its communication needs, use the most effective ways to maintain good communication practices, and ensure the timely dissemination of information.

## FINANCIAL MANAGEMENT

1. The District will seek resources to accomplish District priorities; the Service will provide support in addressing District and Service priorities.
2. The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs. Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.
3. This Memorandum of Understanding is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Memorandum of Understanding will be handled in accordance with applicable laws, regulations, and procedures. Specifically, this Memorandum of Understanding does not establish authority for noncompetitive awards to the parties of any contract or other agreement.

## JURISDICTION

1. Assistance supplied to the District by a Service agency will be furnished in accordance with the agency's applicable authorities and policies.
2. Any assistance in carrying on educational or farm forestry work made available to the District by Service agencies will be furnished in accordance with existing or future agreements between the Service and its agencies and State agencies.
3. The Memorandum shall not be construed to affect the jurisdiction of the Federal Government, or any agencies thereof, over Federally-owned land which may lie within the boundaries of the District.

4. Service agency personnel and facilities shall be under the administrative jurisdiction of the Service agency involved.

5. Any equipment and materials made available to the District by Service agencies shall be utilized by the District in accordance with an agreement entered into governing their use.

6. Personnel, facilities and funds available to the Districts from State, local and private sources shall be under the administrative jurisdiction of the District or of the cooperating State or local agency.

7. Neither the District nor the Service shall be bound by any obligation in this Memorandum or any Supplement thereto or other appropriate arrangements 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.

8. All matters that may require administrative action or approval by any agency of the Service will be handled through the established administrative procedures of that agency and of the Service.

#### LOCALLY LED CONSERVATION

The District and the Service will seek input for its programs through Local Work Groups or locally-led conservation meetings regarding natural resource issues, priorities, and potential remedies. The Service will support efforts of the District encouraging sound management, coordination, and cooperative efforts through the locally led conservation process. The District will lead local efforts to plan and implement conservation measures and watershed improvements on agricultural, forest, and other rural and urban lands, often in collaboration with Federal, State, and local agencies. While the Service has Federal goals and mandates, it will consider SWCD priorities to further define and guide its work at the local level.

#### EDUCATION AND TECHNOLOGY

1. Both parties will identify needs and progress towards program delivery while continuing to work as team players regardless of who employs each member.

2. Both parties will offer knowledge and practical experience to each other in terms of developing and applying practices and educating people about using them effectively through new technology and field days.

3. Training courses, conferences, seminars, and educational programs for professional development will be offered to both parties or in collaboration with other parties – incorporating the latest technologies to help expand knowledge and expertise.

#### RECORDS

1. Open and honest government is essential to American democracy – achieved through the free exchange of information between the government and its citizens.

2. The dissemination and releases of any information is subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140), the Federal Freedom of Information Act (5 USC 552), and the Open Meetings Act (5 ILCS 120).

3. Each party will adhere to its respective legal requirements in maintaining, updating, and disposing of public records.

#### CIVIL RIGHTS & EQUAL EMPLOYMENT OPPORTUNITY

1. Both parties recognize the benefit and importance of delivering conservation programs equally to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. Both parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

2. The District offers all programs and services without regard to race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program.

3. The U.S. Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, sex, religion, marital status, or disability, and no individual may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

4. By signing this agreement, the parties ensure that the programs or activities provided for under this agreement will be conducted in compliance with all applicable Federal, State, and Local civil rights laws, rules, regulations, and policies.

(This section reviewed and approved by the Civil Rights Committee.)

#### TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

#### LIMITATIONS AND RESTRICTIONS

1. Nothing in this agreement may be construed to obligate either party for responsibilities of expenditures other than specifically mentioned.

2. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.



MODIFICATIONS and/or TERMINATION

1. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto or may be terminated by either party alone by giving (60) days' notice in writing to the other.

2. The parties will review this agreement as needed or every 5 years.

\_\_\_\_\_ COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY: \_\_\_\_\_  
Chairman, District Governing Body

The signing of the Memorandum of Understanding was authorized by a resolution of the District Governing Body adopted at a meeting held on \_\_\_\_\_.

By: \_\_\_\_\_  
Secretary, District Governing Body

Date: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE

By: \_\_\_\_\_  
Secretary of Agriculture

Date: \_\_\_\_\_