



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Bill Northey, Secretary of Agriculture

May 16, 2008

Terry Boles, Chair
Clarke Soil and Water Conservation District
709 Furnas Dr, Ste 3, Box 425
Osceola, IA 50213-0425

Dear Terry:

Attached with this message is one fully executed copy of the second FY2008 – FY2009 supplement to the project agreement between the IDALS/DSC, the Clarke and Lucas Soil and Water Conservation Districts and the USDA/NRCS with respect to the Upper Whitebreast Creek Water Quality Project. As this is a supplement to the previously signed project agreement, no action is required on the part of the District. Please make a copy of the attached supplement for the District's records. This message, along with a copy of the supplement, has also been sent to the other SWCD participating in the project.

The Section 319 non-practice funding is not included in FARMS at this time. Therefore, claims for non-practice items should follow the procedure currently utilized.

The District will also be receiving a copy of the fully executed DNR/DSC agreement for its records. This document will be arriving in hard copy form by mail and the District should review this document very carefully as it contains information regarding the reporting requirements for the project along with other project information. The District should also note that the DNR-DSC agreement has been written for the total amount of the Section 319 grant awarded for this project. This will allow the District to more easily track the total amount of the grant that remains available to the project at all times. The project will receive Section 319 funding allocations based on a workplan and budget submitted for the time period of July 1st through June 30th of each year for the duration of the DSC-DNR agreement.

If you have any questions, please contact this office.

Sincerely,

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

JEG:maf

Enclosure

Cc: Arnold Schneider, Chair Lucas SWCD; Ben Gleason; Cathie Graves; Bob Waters

**SECOND FY2008 AND FY2009 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

This supplement extends Section 319 financial assistance to the District for year 1 (FY2008 – FY2009) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$87,890.00 in Section 319 financial assistance for year 1 activities. For the purpose of maintaining the District's Section 319 project ledger, \$1,050.00 will be the beginning balance after deducting \$71,000.00 for 1 FTE Environmental Specialist "Salary/Benefits" and \$15,840.00 for DSC Indirect Costs for the period of April 1, 2008 through June 30, 2009.

The District will submit a financial status report to the Division by August 1, 2009 to account for all FY2008 – FY2009 Section 319 expenditures and show balances. The Division will recall FY2008 – FY2009 project Section 319 funds that are not spent by June 30, 2009.

The District agrees to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 08-7144-13 with the Division (copy to be provided). These include the actions, activities, and products and the timing of their performance of submission as required by the Division by Section 2 – STATEMENT OF PURPOSE, Section 3 – DURATION OF CONTRACT, Section 5 – STATEMENT OF WORK, Section 6 – MONITORING AND REVIEW, Section 7 – COMPENSATION, and Section 8 – REQUIREMENTS FOR PUBLICATIONS OF MATERIALS of the agreement SPECIAL CONDITIONS.

Section 319-funded items* eligible for cost-share incentives and/or reimbursement

1)Information/Education	(04-08 thru 06-09)	\$750.00
2)Supplies	(04-08 thru 06-09)	\$300.00
TOTAL		\$1,050.00

** The District may not make changes in Section 319 allocations among line items without prior authorization from the Division. In addition, the District may not deviate by more than 10% within individual line items without prior approval from both the Division and DNR. The Division will recall Section 319 funds from FY2008 – FY2009 that are not spent by June 30, 2009.

III. Contract Administration

Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the contracting party as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if IDALS authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS duties are substantially modified. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole, and complete remedy of the contracting party shall be payment for services completed prior to termination.

Indemnification: The District agrees to indemnify and hold harmless the State of Iowa and the Division, its officers, employees and agents appointed and elected, and volunteers, from: any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Division.

Independent District: The District, its employees, agents and any other subcontractors performing under this contract are not employees or agents of the Division of Department. Neither the District nor its employees shall be considered employees of the Division of Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the District (unless required by law).

Conflict of Interest: District represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the District and the Division that is a conflict of interest. No employee, officer or agent of the District or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Division, the Division may terminate this Contract, and the District shall be liable for any excess costs to the Division as a result of the conflict of interest. The District shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The District shall report any potential, real, or apparent conflict of interest to the Division.

Compliance with the Law: The District, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The District, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. In addition, the District shall undertake as a public contract any work project with an established total public cost in excess of the competitive bid threshold in the Iowa Code chapter 26.3 or as established in chapter 314.1B, as provided in the 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.

IV. Effective Date of this Supplement

This supplement takes effect 4/1/2008 and remains in effect until 6/30/2009 or the Project agreement is terminated. The supplement shall be considered accepted by the District unless the Division is notified by the District within ten (10) working days of receipt of the supplement.

Approved:

Date

5-20-08



Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Bill Northey, Secretary of Agriculture

May 16, 2008

Terry Boles, Chair
Clarke Soil and Water Conservation District
709 Furnas Dr, Ste 3, Box 425
Osceola, IA 50213-0425

Dear Terry:

Attached with this message is one fully executed copy of the first FY2008 – FY2009 supplement to the project agreement between the IDALS/DSC, the Clarke and Lucas Soil and Water Conservation Districts and the USDA/NRCS with respect to the Upper Whitebreast Creek Water Quality Project. As this is a supplement to the previously signed project agreement, no action is required on the part of the District. Please make a copy of the attached supplement for the District's records. This message, along with a copy of the supplement, has also been sent to the other SWCD participating in the project.

The WSPF practice funding included in the attached supplement has been entered into FARMS. The WPF non-practice funding is not included in FARMS at this time. Therefore, claims and advance requests for non-practice items should follow the procedure currently utilized.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Gillespie".

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

JEG:maf

Enclosure

Cc: Arnold Schneider, Chair Lucas SWCD; Ben Gleason; Cathie Graves; Bob Waters

**FIRST FY2008 and FY2009 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

This supplement extends Watershed Protection Fund (WSPF) and Water Protection Fund (WPF) financial assistance to the District for year 1 (FY2008-FY2009) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$110,145.00 in WSPF financial assistance and \$2,647.67 in WPF financial assistance for year 1 activities. For the purpose of maintaining the District's WSPF project ledger \$110,145.00 will be the beginning balance. For the purpose of maintaining the District's WPF project ledger, \$1,125.00 will be the beginning balance after deducting \$1,522.67 for 1 FTE Environmental Specialist "Salary/Benefits" for the period of March 24, 2008 through April 2, 2008.

WPF-funded items* eligible for cost-share incentives and/or reimbursement are:**

1) Travel Training		\$1,125.00
TOTAL		\$1,125.00

*** The District may not make changes in WPF allocations among conservation practices without prior authorization from the Division. The Division will recall WPF funds from FY2008 – FY2009 that are not spent by June 30, 2009.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Fence	(10,000 ft @ NTE 75% c/s total w/EQIP)	\$5,000.00
2) Grade Stabilization Structure	(6 @ NTE 75% c/s total w/IFIP)	\$43,500.00
3) Grassed Waterway	(5 Ac @ NTE 75% c/s total w/IFIP)	\$570.00

4) Pasture and Hayland Planting	(50 Ac @ NTE 75% c/s total w/EQIP)	\$4,575.00
5) Terraces	(8000 ft @ NTE 75% c/s total w/EQIP/IFIP/REAP)	\$36,000.00
6) Water and Sediment Control Basin	(10 @ NTE 75% c/s total w/EQIP/IFIP)	\$13,750.00
7) Watering Facility	(10 @ NTE 75% c/s total w/EQIP/CRP)	\$6,750.00
TOTAL		\$110,145.00

** The District may not make changes in WSPF allocations among conservation practices without prior authorization from the Division. The Division will recall WSPF funds from FY2008 – FY2009 that are not spent by June 30, 2009.

III. Contract Administration

Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the contracting party as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if IDALS authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS duties are substantially modified. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole, and complete remedy of the contracting party shall be payment for services completed prior to termination.

Indemnification: The District agrees to indemnify and hold harmless the State of Iowa and the Division, its officers, employees and agents appointed and elected, and volunteers, from: any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Division.

Independent District: The District, its employees, agents and any other subcontractors performing under this contract are not employees or agents of the Division of Department. Neither the District nor its employees shall be considered employees of the Division of Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the District (unless required by law).

Conflict of Interest: District represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the District and the Division that is a conflict of interest. No employee, officer or agent of the District or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Division, the Division may terminate this Contract, and the District shall be liable for any excess costs to the Division as a result of the conflict of interest. The District shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The District shall report any potential, real, or apparent conflict of interest to the Division.

Compliance with the Law: The District, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The District, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. In addition, the District shall undertake as a public contract any work project with an established total public cost in excess of the competitive bid threshold in the Iowa Code chapter 26.3 or as established in chapter 314.1B, as provided in the 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.

IV. Effective Date of this Supplement

This supplement takes effect 4/1/2008 and remains in effect until 6/30/2009 or the Project agreement is terminated. The supplement shall be considered accepted by the District unless the Division is notified by the District within ten (10) working days of receipt of the supplement.

Approved:

Date

5-20-08



Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship



IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Bill Northey, Secretary of Agriculture

May 16, 2008

Terry Boles, Chair
Clarke Soil and Water Conservation District
709 Furnas Dr, Ste 3, Box 425
Osceola, IA 50213-0425

Dear Terry:

Enclosed for the District's use is a copy of the fully executed DNR-DSC agreement with regard to the Upper Whitebreast Creek Water Quality Project. Please review this document carefully and note that it contains significant changes from that of past DNR-DSC agreements. These changes were discussed in a DSC memo that was previously distributed to the District in electronic format via email. The District is asked to share this document with the other District participating in the project.

If you have any questions after reviewing this document, please contact your Field Representative, Regional Project Coordinator or Mike Franklin.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Gillespie".

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

JEG:maf

Enclosure

Cc: Arnold Schneider, Chair Lucas SWCD; Ben Gleason; Cathie Graves; Bob Waters

IOWA DEPARTMENT OF NATURAL RESOURCES

CONTRACT NUMBER 08-7144-13

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION

This Contract was approved by the Environmental Protection Commission on January 15, 2008.

IN WITNESS THEREOF, the parties hereto have executed this Contract on the day and year last specified below.

DEPARTMENT OF AGRICULTURE AND
LAND STEWARDSHIP

By: _____

Karey Claghorn
Deputy Secretary of Agriculture
Division of Soil Conservation

Date: 5-14-08

DEPARTMENT OF NATURAL RESOURCES

By: _____

Liz Christiansen, Deputy Director

Date: 05-15-08

Fed Tax I.D. Number: 42-6004522

The title of this Contract is: Upper Whitebreast Creek Water Quality Project. This Contract is entered is between the Iowa Department of Natural Resources (DNR) and the Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation (DSC). The parties agree as follows:

SPECIAL CONDITIONS

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation (Contractor), a state agency, is organized under the laws of the State of Iowa and authorized to do business in the State of Iowa. The Contractor's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319. **The Contractor is the managing entity for the watershed project that is the subject of this Contract.**

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any Contract modifications, as follows:

DNR Project Manager:	Rachel Glaza Wallace State Office Building 502 East 9 th Street Des Moines, Iowa 50319 515-281-8158 Rachel.glaza@dnr.iowa.gov
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Contractor Project Manager:	Jim Gillespie Dept. of Agriculture and Land Stewardship Division of Soil Conservation Wallace State Office Building 502 East 9 th Street Des Moines, Iowa 50319 515-281-7043 Jim.Gillespie@iowaagriculture.gov
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Section 2 STATEMENT OF PURPOSE

2.1 Background. The federal Clean Water Act was amended in 1987 to include Section 319, which established the Nonpoint Source (NPS) Pollution Management Program. The Environmental Protection Agency (EPA), through the Section 319 program, provides states with grants to carry out NPS pollution control programs and projects.

In Iowa, the DNR is the designated lead agency for the Section 319 program. DNR has received Section 319 funding annually since 1990. Most of the DNR funding supports 3 to 5-year water quality projects conducted by cooperating agencies, such as county soil and water conservation districts, other state agencies and other organizations. Many of the projects selected for funding receive a combination of Section 319 funds and state Water Protection Fund (WPF) monies or Watershed Protection Fund (WSPF) monies, administered by the Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation, as well as funds from other agencies and private entities.

Funded watershed projects can include environmental education programs, development and installation of conservation practices (Best Management Practices) in designated watersheds, and water quality monitoring and modeling for impaired waters. Best management practices (BMPs) that help control nonpoint source pollution in agricultural areas include things like installation of ponds, terraces, buffer strips around lakes and streams, grassed waterways, and stabilization of stream banks. BMPs can also include better management of agricultural resources such as using no-till on cropland, proper nutrient and pest management, proper pasture management, and timber stand improvement. Best management practices that help control nonpoint source pollution in urban areas can include reducing the use of fertilizers and pesticides in residential lawn care, keeping grass clippings and fertilizers off sidewalks and streets, and planting "rain gardens" in the yard to collect rain runoff from rooftops and driveways.

Due to the predominance of agriculture in Iowa and the resulting impact of agricultural NPS pollution on Iowa's water resources, NPS control projects are primarily aimed at preventing and reducing agricultural pollutants. However, the DNR also has funded several projects that address only urban concerns or include an urban component.

Monitoring is required before and after each watershed project. The submission of monthly financial reports, plus quarterly, annual and final reports is required. Invoices for reimbursement must be submitted to DNR following the accomplishment of tasks set out in the work plan.

For the federal fiscal year 2007, DNR has received a Section 319 grant in the amount of \$4,404,400.

2.2 Purpose. The purpose of this Contract is to designate DNR Section 319 funding to support the following specific watershed project: Upper Whitebreast Creek Water Quality Project. The Upper Whitebreast watershed is described as follows: The Upper Whitebreast Creek watershed comprises 76,639 acres of predominantly agricultural land, of which 65,312 acres are in Clarke County and 11,327 acres are in Lucas County.

The watershed project is described as follows: The objectives of the project are to implement BMPs that have been identified based on potential to decrease the

delivery of sediment and associated pollutants to Upper Whitebreast Creek. The principal BMPs identified include: grazing management systems (including livestock exclusion from the stream, alternative watering facilities, and stream crossings); gully stabilization measures (including grade stabilization structures and water and sediment control structures); in-stream grade control for nick point repair; winter feeding stations for livestock; riparian zone protection (filter strips and buffers); streambank stabilization; and upland sheet and rill erosion control.

This watershed project will be funded by the following entities in combination with DNR: Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation, Natural Resources Conservation Services (NRCS), Clarke Soil and Water Conservation District, and Lucas Soil and Water Conservation District.

This watershed project shall be managed by DSC, which shall be the entity to submit invoices for reimbursement to DNR.

Section 3 **DURATION OF CONTRACT**

3.1 Term of Contract. The term of this Contract shall be April 1, 2008 through June 30, 2011 unless terminated earlier in accordance with the Termination section of this Contract.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00 (twenty five thousand dollars), then performance shall not commence unless by January 15, 2008 this Contract has been approved by the Environmental Protection Commission.

3.3 Renewal. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed amendment to this Contract prior to the expiration of this Contract.

Section 4 **DEFINITIONS**

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include the tasks set out in this contract and everything produced by the Contractor that is related to the tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the deliverables.

"Watershed" shall mean all the land (and everything on it) that drains into a stream or lake; a drainage basin.

Section 5

STATEMENT OF WORK

5.1 Statement of Work. The Contractor shall manage the watershed project that is the subject of this Contract and that is described in the Statement of Work Exhibit A, which is attached and is by this reference made a part of this contract. The Contractor shall manage the watershed project by timely performing the following tasks:

Obligation	Task Milestone Date
Task 1: The Contractor shall provide a project coordinator and shall submit written notice to DNR of the name, title, business address, and business telephone number of that coordinator.	No later than July 1, 2008.
Task 2: For the period ending June 30, 2008, and for each subsequent state fiscal year of this Contract, the Contractor shall carry out the project activities identified in the respective state fiscal year Work Plan and Budget, attached as Exhibit B, in accordance with the schedule contained therein. Exhibit B is by this reference made a part of this Contract. For all subsequent annual periods (July 1 through June 30) for the remaining term of the agreement the Contractor shall carry out the project activities identified in that year's Work Plan in accordance with the schedule contained therein.	June 30 th of each state fiscal year.
Task 3: The Contractor shall submit to DNR the following FY Work Plan and Budget. Each Work Plan and Budget shall include specific tasks which shall be accomplished during that fiscal year and the amounts budgeted for each of those specific tasks, as well as the amount of DNR Section 319 monies that will be used to fund each specific task. Upon approval by DNR, the Work Plan and Budget shall be attached to	By May 1 of each year

this Contract as an exhibit and shall become a part of this Contract. For each approved FY Work Plan and Budget, the Contractor shall timely carry out the project activities identified therein.	
Task 4: The Contractor shall submit to DNR a monthly financial report. This report shall summarize the expenses incurred during the previous month, identify the funding programs used to pay these expenses, and list the amounts incurred by each funding program.	By 15 days after the end of each month
Task 5: The Contractor shall submit to DNR a report of the progress made in the preceding quarter toward completion of the required project activities included in the most recently approved Work Plan and Budget.	By October 15, January 15, and April 15 of each year
Task 6: The Contractor shall submit to DNR an annual report which: • describes all work activities carried out as part of the project during the previous project fiscal period (July through June); • discusses progress made toward achieving the overall project purposes, as described in Exhibit A; • provides summaries of and evaluates (as appropriate) water quality monitoring data collected under the project; • provides a summary of water quality improvements made, including but not limited to load reduction calculations for targeted pollutants, where applicable; and • identifies the total documented project costs incurred during the previous project fiscal period (July through June), the funding	By August 1 of each year

programs used to pay these costs, and the amounts paid by each funding program.	
Task 7: The Contractor shall submit to DNR a final project report which shall contain, at a minimum: • the total federal Section 319 funds expended by the project; • a summary of other funds expended on the project; • a summary of accomplishments and objectives by the project during the term of the Contract; • a comparison of actual accomplishments to the objectives established for the project in accordance with Exhibit A and the annual work plans; • a summary of water quality improvements made, including, but not limited to load reduction calculations for targeted pollutants, where applicable; • if the project objectives were not met, an explanation as to why; and • all other reporting requirements as specified in the Section 319/Water Protection Fund Reporting Guidance Document.	By no later than 45 days prior to the expiration of this Contract

5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other Contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of

the Contractor to be fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. DNR shall give the Contractor written notice of a stop work directive. DNR shall provide to the Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Failure by the Contractor to complete its obligations by the Task Milestone Dates set out in section 5 shall constitute a material breach of this Contract by the Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers or their appointed designees shall meet quarterly to discuss progress made by the Contractor during the performance of this Contract. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. If there is a problem, at the next scheduled meeting after which any party has identified in writing the problem, the party responsible for resolving the problem shall provide a status report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 Reports submitted in electronic form. The Contractor shall submit to DNR an electronic copy of all documents or reports prepared under this Contract.

6.5 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is a Clean Water Act Section 319 grant to DNR from the United States Environmental Protection Agency.

7.2 Not-to-exceed total amount of contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$283,205.94. Reimbursement will be for actual expenses incurred. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this contract. The Contractor's reimbursable expenses may not deviate by more than 10% (ten percent) within the major line items of each approved fiscal year budget in the Work Plans and Budgets without written approval from DNR prior to the expenditure. Payments made to the Contractor under this agreement shall not exceed the amounts specified in the approved annual budget as provided for in this Contract without prior written approval from the Department.

7.3 Final Notice of Acceptance of Implementation of Statements of Work. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered in accordance with the fiscal year Work Plans and Budgets, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

7.4 Submission of Invoices. All requests for payment for eligible reimbursable expenses incurred by the Contractor during the term of this agreement shall be submitted to the DNR on a monthly basis within 15 days after the end of each month. If the project coordinator is a DSC or local Soil and Water Conservation District (SWCD) employee, then upon final signature of the Contract, and as needed thereafter, DSC may request advance payment of salary and benefits expenses of the project. The frequency with which pre-payment requests are submitted and the amount of each request shall be determined by DSC, based on the need to pay these costs as they are incurred, based on the pre-payment policies of the Iowa Department of Agriculture and Land Stewardship as approved by the Department of Revenue and Finance, and based on the line item limits of said salaries and benefits in accordance with the approved annual project budget as provided for in Exhibit B. At the end of each state fiscal year and at the end of the Contract period, any advance payments in excess of the actual amounts expended shall be returned to DNR.

Each invoice shall itemize the work performed pursuant to the Contract and shall specify the Tasks or portions of Tasks to which the invoice applies. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices shall be submitted to:

Iowa Department of Natural Resources
Attention: Shirley Christoffersen

Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319-0034

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation
Attention: Dan Kuhlman
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319-0034

7.6 No advance payment. Except for the pre-payment provisions stated in section 7.4, no advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.7 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. Except for Task 1 when the project coordinator is a DSC or SWCD employee, DNR shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed. If the item of work or service is resubmitted by a date agreed to in writing by DNR and DSC and is determined by the DNR Project Officer to be satisfactorily completed according to the specifications contained in the Statement of Work, Work Plan and the Budget (Exhibits A and B), then payment shall be processed.

7.8 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.9 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State of Iowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.10 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.11 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.12 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this contract or applicable performance and payment bonds.

Section 8 REQUIREMENTS FOR PUBLICATION OF MATERIALS

8.1 Printed Materials. Contractor shall place one of the following statements as applicable on the cover page of all nonfinancial reports and on the credit page of all other documents and printed materials prepared under this Contract.

"The publication of this document has been funded in part 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)."

"The publication of this document has been funded in part by the Iowa Department of Agriculture & Land Stewardship – Division of Soil Conservation, 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)."

8.2 Signs. In addition, for all applicable and appropriate signage prepared under this agreement, the Contractor shall conspicuously place the DNR and U.S.

Environmental Protection Agency (EPA) logos on said signage as an alternate means of indicating DNR and EPA Section 319's financial support for the project.

GENERAL CONDITIONS

Section 1

COMPLIANCE WITH THE LAW

The Contractor, and its employees and agents, shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The Contractor, and its employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Contractor represents and warrants that it has complied with all federal, state, foreign and local laws applicable to the performance of its obligations under this Contract.

Section 2

TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. The Department shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the Department to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or

2.1.3 If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If the Department's duties, programs or responsibilities are modified or materially altered; or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. The Department may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 The Department determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Department reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor,

The Department shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following 30 days' written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Department under this Contract in the event of termination. However, the Department shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur

during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of the Department, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, any other matters the Department may require.

2.7.2 Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Contractor.

2.7.3 Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to the Department any payments made by the Department for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated,

all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of the Department, become the Department's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3

INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the department. Neither the Contractor nor its employees shall be considered employees of the Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4

CONFLICT OF INTEREST

4.1 The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

4.2 During the term of this Contract, Contractor shall not provide services that would create a conflict of interest with the Contractor's duties set out in this Contract. In determining whether a particular activity creates an unacceptable conflict of interest, situations in which an unacceptable conflict shall be deemed to exist shall include, but not to be limited to, any of the following:

4.2.1 The activity involves the use of the state's or DNR's time, facilities, equipment, and supplies or other evidences of employment for purposes other than the performance of Contractor's obligations under this Contract.

4.2.2 The activity involves the receipt of, promise of, or acceptance of money or other consideration by Contractor from anyone other than the state or DNR for the performance of any acts that Contractor is required or expected to perform as a part of Contractor's performance under this Contract.

4.2.3 The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of DNR.

4.3 If the activity creating a conflict of interest is in progress when the term of this Contract begins or is described in paragraph 11.2.1 or 11.2.2 above, then Contractor shall immediately cease the activity. During the term of this Contract, Contractor shall not enter into any activity described in paragraph 11.2.3 or which constitutes any other unacceptable conflict of interest. Contractor shall immediately disclose to DNR the existence of any conflict of interest, including conflicts of interest which are described in paragraph 11.2.3 and are in progress when the term of this Contract begins.

Section 5 **AMENDMENTS**

This Contract may be amended only by written mutual consent of the parties.

Section 6 **CHOICE OF LAW AND FORUM**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction

for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR or the State of Iowa. If more than one of the parties to this contract are administrative departments, commissions or boards of the state government, then the provisions of Iowa Code section 679A.19 shall apply in the case of any disputes between the those parties.

Section 7 **SEVERABILITY**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between DNR and the Contractor with respect to the subject matter hereof, and the Contractor acknowledges that it is entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between DNR and the Contractor for the services provided in connection with this Contract.

Section 9 **ASSIGNMENT AND DELEGATION**

This Contract may not be assigned, transferred or conveyed, in whole or in

part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 **REPRESENTATIONS AND** **WARRANTIES**

10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to DNR, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

10.2 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and deliverables produced, or provided to DNR pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and work product produced under this Contract. The Contractor represents and warrants that the concepts, materials

and work product produced under this Contract, and DNR's use of same, and the exercise by DNR of the rights granted by this Contract, shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and work product produced under this Contract will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute any software, the materials owned by the Contractor and any other materials, work product produced under this Contract and methodologies used in connection with providing the services contemplated by this Contract.

10.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the work product produced under this Contract will appear and operate in conformance with the terms and conditions of this Contract.

10.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to DNR.

10.6 Obligations Owed to Third Parties. The Contractor represents and

warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that DNR will not have any obligations with respect thereto.

10.7 Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to DNR is good and that transfer of title or license to DNR is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

10.8 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the applicable industry standards in the performance of this Contract.

10.9 Technology Updates. The Contractor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

Section 11

CONFIDENTIALITY

11.1 Access to Confidential Data.

The Contractor's employees and agents may have access to confidential data maintained by DNR to the extent necessary to carry out its responsibilities under the contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by DNR. The Contractor shall provide to DNR a written description of its policies and procedures, if any exist, to safeguard confidential information. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents and employees to ensure

compliance with the terms of this contract. The private or confidential data shall remain the property of DNR at all times. Failure by the Contractor to submit its confidentiality policies or to comply in any way with the requirements of this paragraph shall not affect Contractor's obligations to comply with other requirements herein. Nothing in this paragraph shall be construed to in any way affect the Contractor's obligations to comply with Iowa and DNR statutes and rules applicable to confidentiality, as well as DNR policies and procedures regarding confidentiality, including Department of Administrative Services (DAS) and DNR IT Security policies and procedures.

11.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of DNR, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of DNR. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of DNR.

11.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify DNR and cooperate with DNR in any lawful effort to protect the confidential information.

11.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to DNR any unauthorized disclosure of confidential information.

11.5 Survives Termination. The Contractor's obligation under this Contract regarding confidential materials

and information shall survive termination of this Contract.

Section 12
PROPERTY, INTELLECTUAL
PROPERTY, PATENT AND
COPYRIGHT

12.1 Title to Property. Title to all property furnished by the Department to Contractor to facilitate the performance of this Contract shall remain the sole property of the Department. All such property shall be used by Contractor only for purposes of fulfilling its obligations under this Contract and shall be returned to DNR upon the earliest of completion, termination, or cancellation of this Contract or at DNR's request. Contractor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Contract, Contractor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Contractor, for which Contractor has been reimbursed or paid by DNR under this Contract, shall pass to and vest in the Department, except as otherwise provided in this Contract.

12.2 Care of Property. Contractor shall be responsible for the proper custody and care of any DNR-owned property, including data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and DNR Property furnished for Contractor's use in connection with the performance of the contract. Contractor shall exercise its best efforts to prevent damage to all such property and shall, at DNR's request, restore damaged property to its condition prior to the damage at the sole expense of Contractor. Such restoration shall be complete when judged satisfactory by DNR. In the event such property

cannot be restored to DNR's satisfaction, Contractor shall reimburse DNR for any loss or damage to such property caused by Contractor, or any agent or contractor employed or utilized by Contractor. Contractor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Department. Contractor shall obtain the prior advance written approval from DNR prior to Contractor's use of the name, marks or intellectual property rights of the Department.

12.3 Hardware and Equipment. In the event that any hardware and other equipment owned by Contractor and used in connection with this Contract is subject to the security interest or a legal or equitable interest by a third party who is not a party to this Contract, Contractor shall insure in any such transactions that DNR shall be notified of a default occurring under the instrument and if Contractor does not cure the default within the time allowed, DNR may, in its sole discretion, cure the default by Contractor and assess or set off all costs associated with affecting cure, including the amount in default and reasonable attorneys fees against Contractor.

12.4 Ownership of Deliverables and Intellectual Property. Contractor agrees that the Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to, such Deliverables, shall become and remain the sole and exclusive property of the Department. Contractor hereby irrevocably transfers, assigns and conveys to the Department all right, title and interest in and to such Deliverables and intellectual property rights and proprietary rights. Contractor shall take all actions as may be necessary or requested by the DNR to carry out and effect such transfer, assignment and conveyance. Contractor represents and warrants that the

Department shall acquire good and clear title to such Deliverables, free from any claims, liens, security interests, encumbrances or other rights or interests of Contractor or of any Third Party. The Department shall have the right to obtain and hold copyrights, patents or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. Contractor shall assist the Department to obtain and secure copyrights, patents or other intellectual property rights, registrations or protections with respect to all such Deliverables in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the Department all the right, title and interest in and to such Deliverables. Contractor also agrees to waive and not assert any moral rights it may have with regard to such Deliverables. The Contractor shall not retain any property interests or other rights in and to such Deliverables and shall not use such Deliverables, in whole or in part, for any purpose, without the prior written consent of the DNR and the payment of such royalties or other compensation as the DNR deems appropriate. As the owner of such Deliverables, the Department may, without limitation: (i) adapt, change, modify, edit or use the Deliverables as the Department sees fit, including in combination with the works of others, prepare derivative works based on the Deliverables, and publish, display and distribute throughout the world any Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium, and (ii) make, use, sell, license, sublicense, or lease the Deliverables and any intellectual property rights therein or related thereto without payment of additional compensation to Contractor.

12.5 Further Assurances. At the DNR's request, Contractor shall execute and deliver such instruments and take such other action as may be requested by the DNR to establish, perfect or protect the Department's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances required by this Contract. Contractor shall execute any instruments, provide all facts known to it, and do all other things requested by the DNR (both during and after the term of this Contract) in order to vest more fully in the Department any and all ownership rights and intellectual property rights in and to the Deliverables. In the event the DNR is unable, after reasonable effort, to secure Contractor's signature on any letters, patent, copyright, or other analogous protection relating to the Deliverables, for any reason whatsoever, Contractor hereby irrevocably designates and appoints the DNR, and its duly authorized officers, employees and agents, as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Contractor.

12.6 Disputes. In any dispute over ownership or licensing rights, Contractor shall have the burden of proving prior or independently developed rights by clear and convincing proof.

Section 13

JOINT AND SEVERAL LIABILITY

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, then all such entities shall be jointly and severally liable for carrying out the activities and

obligations of this contract, and for any default activities and obligations.

Section 14 **WAIVER**

Except as specifically provided for in a waiver signed by duly authorized representatives of DNR and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 15 **NOTICE**

15.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows in Section 1 of this Contract..

15.2 Each such notice shall be deemed to have been provided:

15.2.1 At the time it is actually received; or,

15.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

15.2.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

15.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

Section 16 **CUMULATIVE RIGHTS**

The various rights, powers, options, elections and remedies of any party

provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 17 **TIME IS OF THE ESSENCE**

Time is of the essence with respect to the performance of the terms of this Contract.

Section 18 **RECORD RETENTION AND ACCESS**

The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to DNR throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 19
SOLICITATION

The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

Section 20
OBLIGATIONS BEYOND
CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 21
DELAY OR IMPOSSIBILITY OF
PERFORMANCE

The Contractor shall not be in default under this Contract if performance is delayed or if Contractor may not reasonably perform the Contract due to an act of God, flood, fire or similar events. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the Contractor, and without the fault or negligence of the Contractor. It shall be the responsibility of the Contractor to prove that performance was delayed or impracticable within the meaning of this paragraph.

Section 22
SUPERCEDES FORMER
CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between DNR and Contractor and is designated as such, then this Contract supersedes all prior contracts or agreements between

DNR and the Contractor for the services provided in connection with this Contract.

Section 23
USE OF THIRD PARTIES AND
SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

23.1 All subcontracts shall be subject to prior approval by the Department. The Department's consent shall not be deemed in any way to provide for the incurrence of any obligation of the Department in addition to the remuneration agreed upon in this Contract. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

23.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

23.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

23.4 The Department shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless the Department and the State from and against any and all claims, demands,

liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

23.5 Each subcontract shall contain provisions for the Department access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

23.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

23.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default and Section 21, "Delay or Impossibility of Performance," shall not be applicable.

Section 24 **SELF-INSURANCE BY THE STATE** **OF IOWA**

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the Department is not obligated to establish any such fund during the term of this Contract.

Section 25 **INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or

arising from: any breach of this Contract; any negligent, intentional or wrongful act or omission of the Contractor or any agent utilized or employed by the Contractor; the Contractor's performance or attempted performance of this Contract, including any agent utilized or employed by the Contractor; any failure by the Contractor to comply with the Compliance with the Law provision of this Contract; any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa; any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

Section 26 **EQUAL EMPLOYMENT PROVISIONS**

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 27 **FEDERALLY-FUNDED AGREEMENTS**

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 28 **INFORMATION TECHNOLOGY** **SECURITY**

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites, that come into effect during the term of this Contract.

Section 29
IOWA COPE CHAPTER 28E
REQUIREMENTS

30.1 This agreement is a joint or co-operative undertaking within the meaning of Iowa Code section 28E.12.

30.2 DNR is a public agency within the meaning of Iowa Code section 28E.2. The Contractor is a public agency within the meaning of Iowa Code section 28E.2.

30.3 Pursuant to the provisions of Iowa Code section 28E.8, this agreement has been filed with the secretary of state.

30.4 This agreement has been approved by the governing bodies of both parties to this Contract.

Attachment A

Equal Employment Opportunity.

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs 8.1 through 8.4 hereof in every subcontract, unless specifically exempted by approval of the state of

Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

A.6 In accordance with the provisions of 541 Iowa Administrative Code chapter 4:

- o The Contractor or any subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
- o The Contractor or any subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
- o Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
- o Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
- o The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
- o The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
- o The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
- o The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B

Additional Requirements for Federally-funded Agreements

B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The

Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the Department if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Department that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

PROJECT AGREEMENT
AGREEMENT NUMBER: 020-3.08

RECEIVED
MAY 05 2008
IDALS-DSC

BETWEEN THE
IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION
AND THE
CLARKE AND LUCAS 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 Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)

II. Legal Authority

This agreement is entered into between the Division, the District, and the Service as provided for by 2007 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 Upper Whitebreast Creek Water Quality 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 non-point 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 to support those project activities which have been approved by the Division. This funding will be distributed to the project through yearly supplemental allocations to be made over the lifetime of this agreement. The amount of these yearly allocations will be dependent upon the Division's availability of funds.
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 District agrees 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 total public cost in excess of the competitive bid threshold in Iowa Code chapter 26.3 or as established in chapter 314.1B, 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. Utilize the Competitive Quotations Process for any work project with an estimated total public cost in excess of the competitive quotation threshold in Iowa Code chapter 26.14 but is less than the competitive bid threshold in Iowa Code chapter 26.3 or as established in chapter 314.1B.
4. Require Applicants to complete a Request for Assistance through the Division's Financial and Reports Management System (FARMS) for each practice prior to any reimbursable work being performed.

5. Approve applications and obligate funds at official meetings of the individual District.
6. Enter and Manage all practice and claim information in the Division's Financial and Reports Management System (FARMS).
7. Manage all original documentation at the District Field Office relative to the items entered in the Division's Financial and Reports Management System (FARMS).
8. Require landowners to enter into maintenance performance agreements (IP-4) with the appropriate District prior to receipt of financial incentive payments.
9. Provide the Division with monthly, quarterly, and annual progress reports (dependent upon the project funding source) in conformance with the printed report guidance provided by the Division. The monthly and quarterly reports shall be due within 15 days after the end of each monthly and quarterly reporting period. Annual report shall be due by the 1st day of August of the appropriate yearly time period.
10. Provide the Division with an annual Work Plan and a corresponding Budget by a date determined by the Division for years for which the project is to be funded.
11. Provide the Division with a comprehensive final report in conformance with the printed report guidance provided by the Division, upon conclusion of the project.

C. 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 along with standards and specifications provided in the Statewide Urban Designs and Specifications (SUDAS) Manual and the Iowa Stormwater Management Manual.
2. Certify completion of applicable practices as per Service standards and specifications and/or those established in the SUDAS or the Iowa Stormwater Management Manuals.
3. Provide office facilities for Division and District employees.
4. Provide day-to-day technical direction for staff as per the Cooperative Working Agreements between the Division, the Service, and the District.

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

1. Work cooperatively with other agencies and organizations to implement this project.
2. Meet annually prior to the end of the appropriate yearly funding period to review the progress of the project. Following that meeting, the District shall 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 Water Protection Fund and/or Watershed Protection Fund and, by the Iowa Department of Natural Resources through a grant from the U.S. Environmental Protection Agency under the Federal Non-point 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. Contract Administration

Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the contracting party as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if IDALS authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS duties are substantially modified. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole, and complete remedy of the contracting party shall be payment for services completed prior to termination.

Indemnification: The Division and the District agree to indemnify and hold harmless the State of Iowa and the Division, its officers, employees and agents appointed and elected, and volunteers, from: any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Division.

Independent District: The District, its employees, agents and any other subcontractors performing under this contract are not employees or agents of the Division or Department. Neither the District nor its employees shall be considered employees of the Division or Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the District (unless required by law).

Compliance with the Law: The District, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The District, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

VI. Termination

Termination Upon Notice: Following thirty (30) days' written notice, the Division may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the District. Following termination upon notice, the District shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Division up to and including the date of termination.

Remedies of the District in Event of Termination by the Division: In the event of termination of this Contract for any reason by the Division, the Division shall pay only those amounts, if any, due and owing to the District for services actually rendered up to and including the date of termination of the Contract and for which the Division is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the District's claim. This provision in no way limits the remedies available to the Division under this Contract in the event of termination.

The District's Termination Duties: The District, upon receipt of notice of termination or upon request of the Division, shall:

Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Division may require.

Comply with the Division's instructions for the timely transfer of any active files and work product produced by the District under this Contract.

Immediately return to the Division any payments made by the Division for services that were not rendered by the District.

VI. Effective Date of this Agreement

This agreement shall be effective April 1, 2008, or upon signature by all parties and shall remain in effect until June 30, 2011, or 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:

6-4-08
Date

Karey Claghorn
Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

5/2/08
Date

Jerry L. Boles
Chairperson
Clarke Soil and Water Conservation District

4-21-08
Date

Arnold Schneider
Chairperson
Lucas Soil and Water Conservation District

5/29/08
Date

Phoebe Horstha acting
Al Garner, State Conservationist
Natural Resources Conservation Service
U.S. Department of Agriculture

**SECOND FY2008 AND FY2009 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

This supplement extends Section 319 financial assistance to the District for year 1 (FY2008 – FY2009) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$87,890.00 in Section 319 financial assistance for year 1 activities. For the purpose of maintaining the District's Section 319 project ledger, \$1,050.00 will be the beginning balance after deducting \$71,000.00 for 1 FTE Environmental Specialist "Salary/Benefits" and \$15,840.00 for DSC Indirect Costs for the period of April 1, 2008 through June 30, 2009.

The District will submit a financial status report to the Division by August 1, 2009 to account for all FY2008 – FY2009 Section 319 expenditures and show balances. The Division will recall FY2008 – FY2009 project Section 319 funds that are not spent by June 30, 2009.

The District agrees to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 08-7144-13 with the Division (copy to be provided). These include the actions, activities, and products and the timing of their performance of submission as required by the Division by Section 2 – STATEMENT OF PURPOSE, Section 3 – DURATION OF CONTRACT, Section 5 – STATEMENT OF WORK, Section 6 – MONITORING AND REVIEW, Section 7 – COMPENSATION, and Section 8 – REQUIREMENTS FOR PUBLICATIONS OF MATERIALS of the agreement SPECIAL CONDITIONS.

Section 319-funded items* eligible for cost-share incentives and/or reimbursement

1) Information/Education	(04-08 thru 06-09)	\$750.00
2) Supplies	(04-08 thru 06-09)	\$300.00
TOTAL		\$1,050.00

** The District may not make changes in Section 319 allocations among line items without prior authorization from the Division. In addition, the District may not deviate by more than 10% within individual line items without prior approval from both the Division and DNR. The Division will recall Section 319 funds from FY2008 – FY2009 that are not spent by June 30, 2009.

III. Contract Administration

Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the contracting party as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if IDALS authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS duties are substantially modified. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole, and complete remedy of the contracting party shall be payment for services completed prior to termination.

Indemnification: The District agrees to indemnify and hold harmless the State of Iowa and the Division, its officers, employees and agents appointed and elected, and volunteers, from: any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Division.

Independent District: The District, its employees, agents and any other subcontractors performing under this contract are not employees or agents of the Division of Department. Neither the District nor its employees shall be considered employees of the Division of Department for federal or state tax purposes. The Department will not withhold taxes on behalf of the District (unless required by law).

Conflict of Interest: District represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the District and the Division that is a conflict of interest. No employee, officer or agent of the District or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Division, the Division may terminate this Contract, and the District shall be liable for any excess costs to the Division as a result of the conflict of interest. The District shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The District shall report any potential, real, or apparent conflict of interest to the Division.

Compliance with the Law: The District, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The District, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. In addition, the District shall undertake as a public contract any work project with an established total public cost in excess of the competitive bid threshold in the Iowa Code chapter 26.3 or as established in chapter 314.1B, as provided in the 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.

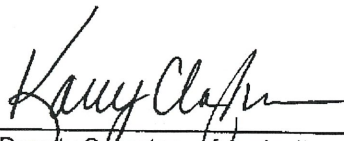
IV. Effective Date of this Supplement

This supplement takes effect 4/1/2008 and remains in effect until 6/30/2009 or the Project agreement is terminated. The supplement shall be considered accepted by the District unless the Division is notified by the District within ten (10) working days of receipt of the supplement.

Approved:

Date

5-20-08



Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

RECEIVED

AUG 14 2009

IDALS-DSC

**FIRST FY2010 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

The Division has recalled \$16,469.29 of unspent FY2009 Watershed Protection Fund project funds from the District on June 30, 2009. The District's FY2009 WSPF ledger balance is now \$0.00. Unspent FY2009 Section 319 funds along with unspent FY2009 Water Protection Fund project funds will be officially recalled once all FY2009 administrative claims have been processed and any unspent fund advances have been returned. At that time the District's FY2009 Section 319 and WPF balances will become \$0.00.

This supplement extends Section 319, Watershed Protection Fund (WSPF), and Water Protection Fund (WPF) financial assistance to the District for year 3 (FY2010) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$101,600.00 in Section 319 financial assistance, \$188,258.27 in WSPF financial assistance, and \$1,000.00 in WPF financial assistance for year 3 activities. For the purpose of maintaining the District's Section 319 project ledger, \$23,550.00 will be the beginning balance after deducting \$63,800.00 for 1 FT Environmental Specialist's "Salary/Benefits" and \$14,250.00 for "DSC Indirects". For the purpose of maintaining the District's WSPF project ledger, \$188,258.27 will be the beginning balance. For the purpose of maintaining the District's WPF project ledger, \$1,000.00 will be the beginning balance.

The District agrees to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 08-7144-13 with the Division (copy to be provided). These include the actions, activities, and products and the timing of their performance of submission as required by the Division by Section 2 - STATEMENT OF PURPOSE, Section 3 - DURATION OF CONTRACT, Section 5 - STATEMENT OF WORK, Section 6 - MONITORING AND REVIEW, Section 7 - COMPENSATION, and Section 8 - REQUIREMENTS FOR PUBLICATIONS OF MATERIALS of the agreement SPECIAL CONDITIONS.

The District will submit a financial status report to the Division by August 1, 2010 to account for all FY2010 Section 319 expenditures and show balances. The Division will recall FY2010 project Section 319 funds that are unobligated by June 30, 2010.

Section 319-funded items* eligible for cost-share incentives and/or reimbursement

1)Grassed Waterway	(4 ac @ Not to Exceed (NTE) 75% c/s total)	\$5,000.00
2)Information/Education		\$750.00
3)Pasture and Hayland Planting	(100 ac @ NTE 75% c/s total)	\$5,000.00
4)Supplies		\$300.00
5)Winter Feeding Station	(1 @ NTE 75% c/s total)	\$12,500.00
TOTAL		\$23,550.00

** The District may not make changes in Section 319 allocations among line items without prior authorization from the Division. In addition, the District may not deviate by more than 10% within individual line items without prior approval from both the Division and DNR. The Division will recall Section 319 funds from FY2010 that are unobligated by June 30, 2010.

The District will submit a financial status report to the Division by August 1, 2010 to account for all FY2010 WPF expenditures and show balances. The Division will recall FY2010 project WPF funds that are unobligated by June 30, 2010.

WPF-funded items* eligible for cost-share incentives and/or reimbursement are:**

1) Travel Training	\$1,000.00
TOTAL	\$1,000.00

*** The District may not make changes in WPF allocations among conservation practices without prior authorization from the Division. The Division will recall WPF funds from FY2010 that are unobligated by June 30, 2010.

The District will submit a financial status report to the Division by August 1, 2010 to account for all FY2010 WSPF expenditures and show balances. The Division will recall FY2010 project WSPF funds that are unobligated by June 30, 2010.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Fence	(10,000 ft @ NTE 75% c/s total; Includes \$973.60 Re-allocated 2009 Funds)	\$5,973.60
2) Grade Stabilization Structure	(10 @ NTE 75% c/s total; Includes \$51,095.87 Re- allocated 2009 Funds)	\$99,095.87
3) Grassed Waterway	(NTE 75% c/s total; Includes \$995.00 Re-allocated 2009 Funds)	\$3,969.18
4) Terraces	(20,000 ft @ NTE 75% c/s total; Includes \$11,223.85 Re-allocated 2009 Funds)	\$61,007.99

5) Water and Sediment Control Basin (10 @ NTE 75% c/s total; \$16,761.63
Includes \$6511.63 Re-
allocated 2009 Funds)

6) Watering Facility (5 @ NTE 75% c/s total; \$1,450.00
Includes \$200 Re-
allocated 2009 Funds)

TOTAL

\$188,258.27

** The District may not make changes in WSPF allocations among conservation practices without prior authorization from the Division. The Division will recall WSPF funds from FY2010 that are unobligated by June 30, 2010.

III. Effective Date of this Supplement

This supplement takes effect 7/1/2009, or upon signature of all parties, and remains in effect until 6/30/2010 or the project agreement is terminated.

Approved:

8/12/09
Date

Jerry L. Boles
Chairperson
Clarke Soil and Conservation District

7-31-09
Date

Arnold Schneider
Chairperson
Lucas Soil and Conservation District

8-24-09
Date

Karey Claghorn
Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

RECEIVED
JAN 11 2010
IDALS-DSC

**SECOND FY2010 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

This supplement extends Watershed Protection Fund (WSPF) financial assistance to the District for year 3 (FY2010) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$85,000.00 in additional WSPF financial assistance for year 3 activities. For the purpose of maintaining the District's WSPF project ledger, \$85,000.00 will be added to the beginning balance.

The District will submit a financial status report to the Division by August 1, 2010 to account for all FY2010 WSPF expenditures and show balances. The Division will recall FY2010 project WSPF funds that are unobligated by June 30, 2010.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Grassed Waterway (Not to Exceed 75% c/s total) \$85,000.00

TOTAL \$85,000.00

** The District may not make changes in WSPF allocations among conservation practices without prior authorization from the Division. The Division will recall WSPF funds from FY2010 that are unobligated by June 30, 2010.

III. Effective Date of this Supplement

This supplement takes effect 12/11/2009, or upon signature of all parties, and remains in effect until 6/30/2010 or the project agreement is terminated.

Approved:

1/4/10
Date

Terry L. Baker
Chairperson
Clarke Soil and Conservation District

12/14/09
Date

Arnold Schneider
Chairperson
Lucas Soil and Conservation District

1-11-10
Date

Karey Claghorn
Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

RECEIVED
JUL 22 2010
IDALS-DSC

**FIRST FY2011 SUPPLEMENT TO THE
PROJECT AGREEMENT
AGREEMENT NUMBER: 020-3.08
BETWEEN THE
IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION
AND THE
CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

The Division has recalled \$2,696.71 of unspent FY2010 Section 319 project funds from the District on June 30, 2010. The Division has recalled \$86,150.96 of unspent FY2010 Watershed Protection Fund (WSPF) project funds from the District on June 30, 2010. The District's FY2010 WSPF ledger balance is now \$0.00. Additional unspent FY2010 Section 319 funds along with unspent FY2010 Water Protection Fund (WPF) project funds will be officially recalled once all FY2010 administrative claims have been processed and any unspent fund advances have been returned. At that time the District's FY2010 Section 319 and WPF balances will become \$0.00.

This supplement extends Section 319, Watershed Protection Fund (WSPF), and Water Protection Fund (WPF) financial assistance to the District for year 4 (FY2011) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$121,432.13 in Section 319 financial assistance, \$201,970.69 in WSPF financial assistance, and \$1,000.00 in WPF financial assistance for year 4 activities. For the purpose of maintaining the District's Section 319 project ledger, \$40,972.13 will be the beginning balance after deducting \$67,000.00 for 1 FT Environmental Specialist's (Ben Gleason) "Salary/Benefits" and \$13,460.00 for "DSC Indirects". For the purpose of maintaining the District's WSPF project ledger, \$201,970.69 will be the beginning balance. For the purpose of maintaining the District's WPF project ledger, \$1,000.00 will be the beginning balance.

The District will submit a financial status report to the Division by August 1, 2011 to account for all FY2011 Section 319 expenditures and show balances. The Division will recall FY2011 project Section 319 funds that are unobligated by June 30, 2011.

Section 319-funded items* eligible for cost-share incentives and/or reimbursement

1)Grassed Waterway	(Not to Exceed (NTE) 75% c/s total; Includes \$15,797.13 obligated 2010 funds)	\$19,797.13
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2) Information/Education		\$750.00
3) Pasture and Hayland Planting	(50 ac @ NTE 75% c/s	\$3,125.00
4) Supplies		\$300.00
5) Winter Feeding Station	(1 @ NTE 75% c/s total)	\$17,000.00
TOTAL		\$40,972.13

** The District may not make changes in Section 319 allocations among line items without prior authorization from the Division. In addition, the District may not deviate by more than 10% within individual line items without prior approval from both the Division and DNR. The Division will recall Section 319 funds from FY2011 that are unobligated by June 30, 2011.

The District agrees to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 08-7144-13 with the Division. These include the actions, activities, and products and the timing of their performance of submission as required by the Division by Section 2 – STATEMENT OF PURPOSE, Section 3 – DURATION OF CONTRACT, Section 5 – STATEMENT OF WORK, Section 6 – MONITORING AND REVIEW, Section 7 – COMPENSATION, and Section 8 – REQUIREMENTS FOR PUBLICATIONS OF MATERIALS of the agreement SPECIAL CONDITIONS.

The District will submit a financial status report to the Division by August 1, 2011 to account for all FY2011 WPF expenditures and show balances. The Division will recall FY2011 project WPF funds that are unobligated by June 30, 2011.

WPF-funded items* eligible for cost-share incentives and/or reimbursement are:**

1) Travel Training	\$1,000.00
TOTAL	\$1,000.00

*** The District may not make changes in WPF allocations among conservation practices without prior authorization from the Division. The Division will recall WPF funds from FY2011 that are unobligated by June 30, 2011.

The District will submit a financial status report to the Division by August 1, 2011 to account for all FY2011 WSPF expenditures and show balances. The Division will recall FY2011 project WSPF funds that are unobligated by June 30, 2011.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Fence	(7500 ft @ NTE 75% c/s total; Includes \$2342.50 obligated 2010	\$3,842.50
2) Grade Stabilization Structure	(20 @ NTE 75% c/s total; Includes \$62,169.05 obligated 2010 funds)	\$112,169.05
3) Grassed Waterway	(NTE 75% c/s total; Obligated 2010 funds)	\$3,860.11
4) Terraces	(35,000 ft @ NTE 75% c/s total; Includes \$32,388.90 obligated 2020 funds)	\$72,388.90
5) Water and Sediment Control Basin	(9 @ NTE 75% c/s	\$7,000.00

6) Watering Facility

(8 @ NTE 75% c/s
total; Includes \$1210.13
obligated 2010 funds)

\$2,710.13

TOTAL

\$201,970.69

** The District may not make changes in WSPF allocations among conservation practices without prior authorization from the Division. The Division will recall WSPF funds from FY2011 that are unobligated by June 30, 2011.

III. Effective Date of this Supplement

This supplement takes effect 7/1/2010, or upon signature of all parties, and remains in effect until 6/30/2011 or the project agreement is terminated.

Approved:

7/14/10
Date

Jerry L. Baker
Chairperson
Clarke Soil and Conservation District

7-20-10
Date

Kim Luntan
Chairperson
Lucas Soil and Conservation District

8-2-10
Date

Karey Claghorn
Karey Claghorn, Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

FIRST AMENDMENT TO THE
FIRST FY2011 SUPPLEMENT TO THE
PROJECT AGREEMENT
AGREEMENT NUMBER: 020-3.08

RECEIVED
APR 22 2011
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BETWEEN THE
IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION
AND THE
CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This amendment is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of Amendment

This amendment serves to add "Grade Stabilization Structure" as a line item eligible for Section 319 financial assistance for FY2011. It also authorizes the transfer of Section 319 financial assistance to the line item Grade Stabilization Structure from the following line items: \$2,012.38 from Grassed Waterway; \$3,125.00 from Pasture and Hayland Planting; \$17,000.00 from Winter Feeding Station. These transfers will result in the following Section 319 allocation balances for FY2011: Grassed Waterway - \$17,784.75; Pasture and Hayland Planting - \$0.00; Winter Feeding Station - \$0.00. Grade Stabilization Structure - \$22,137.38. The Grade Stabilization Structure funds are to be used provide cost share not to exceed 75% from all sources.

In addition, this amendment also authorized the transfer of Watershed Protection Fund (WSPF) financial assistance between the following line items: \$2,018.31 from Grassed Waterway, \$1,809.17 from Terraces, \$4,164.75 from Water and Sediment Control Basin, and \$289.87 from Watering Facility to Fence and \$3,538.93 from Terraces to Grade Stabilization Structure. These transfers will result in the following allocation balances for FY2011: Grassed Waterway - \$1,841.80; Terraces - \$67,040.80; Water and Sediment Control Basin - \$2,835.25; Watering Facility - \$2,420.26; Fence - \$12,124.60; Grade Stabilization Structure - \$115,707.98.

The District will need to make the necessary changes to the Project Administrative Spreadsheet to account for the adjustments outlined in this amendment. This amendment does not change any other provisions of the supplement.

- III. Effective Date of this Amendment

This amendment shall be effective April 11, 2011, or upon signature by all parties, and remains in effect until June 30, 2011 or the project agreement is terminated.

Approved:

4/13/11
Date

Jerry L. Butler
Chairperson
Clarke Soil and Water Conservation District

4/19/11
Date

Arnold Schneider
Chairperson
Lucas Soil and Water Conservation District

4-23-11
Date

Karey Claghorn
Deputy Secretary of Agriculture
Division of Soil Conservation
Iowa Department of Agriculture and Land Stewardship

IOWA DEPARTMENT OF NATURAL RESOURCES

**Amendment Number 1 to
CONTRACT NUMBER - 08-7144-13**

AGREEMENT TITLE: Upper Whitebreast Creek Water Quality Project

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

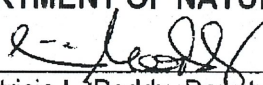
And

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Purpose: Provide additional time to complete conservation practices already obligated in the Upper Whitebreast Creek Water Quality Project.

IN WITNESS THEREOF, the parties hereto have executed this Contract Amendment on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: 
Patricia L. Boddy, Deputy Director

Date: 6/22/2011

**DEPARTMENT OF AGRICULTURE AND
LAND STEWARDSHIP**

By: 
Stephen Moline, Division Director
Consumer Protection & Industry Services, Food Safety & Animal Health

Date: 6-22-11

This Contract Amendment is entered is between the Iowa Department of Natural Resources (DNR) and Iowa Department of Agriculture and Land Stewardship (Contractor). The parties agree to amend the original Contract as follows and all provisions of the original Contract shall remain in full force and effect unless specifically changed by this Contract Amendment:

Special Conditions

Section 3 DURATION OF CONTRACT

Strike existing language of Section 3.1 and replace with the following:

3.1 Term of Contract Amendment. The term of this Contract Amendment shall be from April 1, 2008 through June 30, 2012 unless terminated earlier in accordance with the Termination section of the Original Contract.

FILE COPY

**FIRST FY2012 SUPPLEMENT TO THE
PROJECT AGREEMENT**

AGREEMENT NUMBER: 020-3.08

BETWEEN THE

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

AND THE

CLARKE AND LUCAS SOIL AND WATER CONSERVATION DISTRICTS

AND THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This supplement is entered into by the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation, hereinafter referred to as the Division; the Clarke and Lucas Soil and Water Conservation Districts, hereinafter referred to as the District; and the United States Department of Agriculture - Natural Resources Conservation Service, hereinafter referred to as the Service.

- I. Relative to the Upper Whitebreast Creek Water Quality Project (Clarke and Lucas Soil and Water Conservation Districts)
- II. Purpose of the Supplement

The Division has recalled \$1,774.60 of unspent/unobligated FY2011 Watershed Protection Fund project funds on June 30, 2011. The District's FY2011 WSPF ledger available balance is now \$0.00. The Division has recalled \$0.00 of unspent FY2010 Section 319 practice funds from the District on June 30, 2011. Additional unspent FY2011 Section 319 funds along with unspent FY2010 Water Protection Fund project funds will be officially recalled once all FY2011 administrative claims have been processed and any unspent fund advances have been returned. At that time the District's FY2011 Section 319 and WPF balances will become \$0.00.

This supplement extends Section 319, Watershed Protection Fund (WSPF), and Water Protection Fund (WPF) financial assistance to the District for year 5 (FY2012) activities of the Upper Whitebreast Creek Water Quality Project. The Division agrees to provide \$39,922.13 in Section 319 financial assistance, \$91,623.65 in WSPF financial assistance, and \$43,420.00 in WPF financial assistance for year 5 activities. For the purpose of maintaining the District's Section 319 project ledger, \$39,922.13 will be the beginning balance. For the purpose of maintaining the District's WSPF project ledger, \$91,623.65 will be the beginning balance. For the purpose of maintaining the District's WPF project ledger, \$1,500.00 will be the beginning balance after deducting \$41,920.00 for 1 FT IDALS-DSC employed Environmental Specialist (Ben Gleason) "Salary/Benefits" (Local funding contributing \$32,080.00).

The District will submit a financial status report to the Division by August 1, 2012 to account for all FY2012 Section 319 expenditures and show balances. The Division will recall FY2012 project Section 319 funds that are unobligated by June 30, 2012.

Section 319-funded items* eligible for cost-share incentives and/or reimbursement

1) Grade Stabilization Structure	(Not to Exceed (NTE) 75% c/s total; Obligated 2011 funds)	\$22,137.38
2) Grassed Waterway	(NTE 75% c/s total; Obligated 2011 funds)	\$17,784.75

TOTAL **\$39,922.13**

* The District may not make changes in Section 319 allocations among practice line items without prior authorization from the Division and DNR. In addition, the District may not deviate by more than 10% within individual administrative line items without prior approval from both the Division and DNR. The Division will recall Section 319 funds from FY2012 that are unobligated by June 30, 2012.

The District agrees to comply with certain requirements imposed upon the Division by the Iowa Department of Natural Resources Agreement Number 08-7144-13 with the Division. These include the actions, activities, and products and the timing of their performance of submission as required by the Division by Section 2 – STATEMENT OF PURPOSE, Section 3 – DURATION OF CONTRACT, Section 5 – STATEMENT OF WORK, Section 6 – MONITORING AND REVIEW, Section 7 – COMPENSATION, and Section 8 – REQUIREMENTS FOR PUBLICATIONS OF MATERIALS of the agreement SPECIAL CONDITIONS.

The District will submit a financial status report to the Division by August 1, 2012 to account for all FY2012 WPF expenditures and show balances. The Division will recall FY2012 project WPF funds that are unobligated by June 30, 2012.

WPF-funded items* eligible for cost-share incentives and/or reimbursement are:**

1) Information/Education	\$600.00
2) Supplies	\$200.00
2) Travel Training	\$700.00
TOTAL	\$1,500.00

*** The District may not make changes in WPF allocations among practice line items without prior authorization from the Division. In addition, the District may not deviate by more than 10% within individual administrative line items without prior approval from the Division. The Division will recall WPF funds from FY2012 that are unobligated by June 30, 2012.

The District will submit a financial status report to the Division by August 1, 2012 to account for all FY2012 WSPF expenditures and show balances. The Division will recall FY2012 project WSPF funds that are unobligated by June 30, 2012.

WSPF-funded items eligible for cost-share incentives and/or reimbursement are:**

1) Fence	(NTE 75% c/s total; Obligated 2011 funds)	\$12,124.60
2) Grade Stabilization Structure	(NTE 75% c/s total; Obligated 2011 funds)	\$45,664.61

3) Terraces	(NTE 75% c/s total; Obligated 2011 funds)	\$28,578.93
4) Water and Sediment Control	(NTE 75% c/s total; Obligated 2011 funds)	\$2,835.25
5) Watering Facility	(NTE 75% c/s total; Obligated 2011 funds)	\$2,420.26
TOTAL		\$91,623.65

** The District may not make changes in WSPF allocations among practice line items without prior authorization from the Division. The Division will recall WSPF funds from FY2012 that are unobligated by June 30, 2012.

III. Effective Date of this Supplement

This supplement takes effect 7/1/2011 and remains in effect until 6/30/2011 or the project agreement is terminated.

Approved:

8/3/11
Date

Jenny Bolz
Chairperson
Clarke Soil and Water Conservation District

8/3/11
Date

Arnold Schneider
Chairperson
Lucas Soil and Water Conservation District

Date

Steve Moline, Division Director
Iowa Department of Agriculture and Land Stewardship