

IUB –COMMON GROUND IOWA

MEMORANDUM OF AGREEMENT

Amendment One – Execution Form

The parties agree to amend the Iowa Utilities Board – Memorandum of Agreement by revising Schedule A: Statement of Work to reflect the additional services to be performed by Vendor relating to Ag Outreach in the attached proposal from Communication Insight. Communication Insight is a subsidiary of the Iowa Soybean Association. This proposal of additional services was submitted with the 2015 Iowa State Damage Prevention Grant and approved by the U.S. Department of Transportation Pipeline and Hazardous Safety Administration. The fixed, not-to-exceed cost of these additional services is \$95,000.00.

Amendment One also revises Schedule B: Billing Schedule to reflect the additional cost. Schedule B is amended to provide that the Iowa Utilities Board has approved the following invoice submitted for services relating to Ag Outreach:

Invoice No. CGI2016-003 (Invoice Date 08-29-16): \$95,000.00

All other terms of the Memorandum of Agreement remain unchanged and in full effect.

For the Iowa Utilities Board:



Geri D. Huser
Title: Chair

10-10-16

(date)

For Common Ground Iowa:



Dave Hraha
Title: Vice Chair

10-10-16

(date)

MEMORANDUM OF AGREEMENT

IUB – Common Ground Iowa

Schedule A: Statement of Work

Under the direction and coordination of the Board, Common Ground Iowa ("CGI" or "Vendor") has provided and shall provide the following services and other deliverables to the Iowa Utilities Board ("IUB" or "Board").

I. Damage Prevention Summit

A. Vendor has provided the following services relating to the Damage Prevention Summit:

1. Under the direction and coordination of the Board, Vendor planned and presented a two-day free Damage Prevention Summit held on March 24th -25th, 2015, at the FFA Enrichment Center, Ankeny, Iowa. The purpose of the Summit was to provide educational instruction targeting not only the excavators but the agricultural community regarding damage prevention industry standards and best practices. The Summit provided instruction using speakers and through round table discussion on current damage prevention topics, including legislative proposals, locating, damage investigation, and emerging technology.
2. Duties and deliverables associated with the Damage Prevention Summit were approved by the Board and included selecting and securing the necessary facilities where the Summit will be held; planning the Summit contents and schedule; developing, producing, and printing Summit program, securing commitments from all speakers and exhibitors; publicizing the Summit, securing commitments from all professional trainers for workshops, securing educational materials and certification for workshops, securing commitment from food vendor, planning and securing venue for Summit reception, planning and securing attendee bags, planning and staffing registration table and all other areas associated with coordinating such event.

II. Ag Outreach Services

Under the direction and coordination of the Board, Vendor will provide the following services relating to Ag Outreach:

Implement and coordinate attached proposal from Communication Insight, a subsidiary of the Iowa Soybean Association, submitted with the 2014 Iowa

State Damage Prevention Grant and approved by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration.

Schedule B – Billing Schedule

Pursuant to this Agreement and the fixed, not-to-exceed cost included in the IUB's grant application as approved by PHMSA, CGI planned and presented the Damage Prevention Summit as approved by the Board and as described in Schedule A.

Pursuant to this Agreement and the fixed, not-to-exceed cost included in the IUB's grant application as approved by PHMSA, CGI has provided and will provide services relating to Ag Outreach as approved by the Board and as described in Schedule A.

The parties agree that the IUB has approved and paid the following invoices submitted by CGI for services relating to the Damage Prevention Summit:

Invoice No. CGI2015-002 (Invoice Date 01-08-15): \$5,000

The parties agree that the IUB has approved and paid the following invoices submitted by CGI for services relating to Ag Outreach Services:

Invoice No. CGI2015-002 (Invoice Date 01-08-15): \$40,000

The Board will notify CGI upon PHMSA's approval of the mid-term report submitted by the Board to PHMSA and PHMSA's release of remaining grant funds. At that point, CGI can submit an invoice for outstanding amounts. The parties agree and understand that the invoice for outstanding amounts shall not exceed \$5,000 for Damage Prevention Summit services and \$40,000 for Ag Outreach Services.

MEMORANDUM OF AGREEMENT

IUB – Common Ground Iowa

1. Background and Purpose of Agreement

This Memorandum of Agreement (Agreement) memorializes the agreement between the Iowa Utilities Board (IUB or Board), a division of the Department of Commerce, and Common Ground Iowa (CGI or Vendor), a non-profit organization under Section 501(c)(3) of the Internal Revenue Code.

The Iowa Utilities Board acts as an interstate agent for the federal Department of Transportation (U.S. DOT) in pipeline safety matters pursuant to 49 U.S.C. Section 60101 et seq. The Board has participated in this program since 1968.

The U.S. DOT's Pipelines and Hazardous Materials Safety Administration (PHMSA) is authorized to reimburse a state agency up to 80 percent of the agency's actual cost for carrying out its pipeline safety program, including the cost of personnel and equipment. The actual amount of federal reimbursement depends upon the availability of appropriated funds and the state's pipeline safety program's performance. A state agency's program performance is based on PHMSA's annual Program Evaluation and Progress Report scoring of each state agency. The Program Evaluation considers a state's performance in achieving established goals for pipeline safety programs set by PHMSA. The Program Evaluation includes an on-site review of the state's inspection, compliance, accident investigation, training, and excavation damage prevention records and activities.

The IUB also participates in the PHMSA federally-funded State Damage Prevention Grant (SDP) intended to help improve state damage prevention programs and implement the nine elements of an effective damage prevention program. In 2009 PHMSA initiated an effort to assess the extent to which each state is taking steps to incorporate the nine elements of effective damage prevention programs into the state's damage prevention program. The nine elements were cited by Congress in the Pipeline Inspection, Protection, Enforcement and Safety (PIPES) Act of 2006. The IUB has participated in this grant program since 2010. Working with and participating in CGI to promote effective damage prevention practices in Iowa are required by the terms of the SDP grant and the acceptance of federal funds.

CGI is a regional partnership of Common Ground Alliance (CGA) which is sponsored by PHMSA. CGA is dedicated to ensuring public safety, environmental protection, and the integrity of services by promoting effective damage prevention practices such as "Call 811 before you dig." The Board works with and participates in CGI to promote effective damage prevention practices in Iowa, in service of one of the core functions of the federal pipeline safety program.

Pursuant to this Agreement, CGI will perform services relating to (1) a two-day Damage Prevention Summit (the "Damage Prevention Summit") and (2) outreach to Iowa farmers about the importance of calling 811 before they dig ("Ag Outreach Services").

The Board has received funding for these purposes pursuant to a 2014 State Damage Prevention Grant administered by the Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation. (Grant Agreement #DTPH5614FPPS05, "State Damage Prevention Program Grants," hereinafter "Grant Agreement"). Board employee Cynthia Munyon is identified in the Grant Agreement as the Principal Investigator, the person designated by the Board and approved by PHMSA who is responsible for the technical direction of the project.

This Agreement specifies terms and conditions pursuant to which CGI will perform the required services under the direction and coordination of the Principal Investigator.

2. Parties

- A. The IUB, an agency of the State of Iowa, is headed by the Board Chair, a statutorily appointed position, whose duties are delineated in Iowa Code chapter 474 (2013). The IUB is located at 1375 East Court Ave RM 69, Des Moines, Iowa. The primary person to contact at the IUB regarding this Agreement is:

Cynthia Munyon
Utilities Specialist
(Principal Investigator of the State Damage Prevention Program Grant)
Iowa Utilities Board
515-725-7338
Email: Cynthia.munyon@iub.iowa.gov

- B. The primary person to contact at CGI regarding this Agreement is:

Dave Hraha
Program Director, Iowa Association of Municipal Utilities
Common Ground Iowa, Vice-Chair
Iowa Association of Municipal Utilities
1735 NE 70th Ave., Ankeny, Iowa 50021
T.515.289.1999
Email: dhraha@iamu.org

- C. **Independent contractor.** The parties agree and understand that CGI is an independent contractor performing services for the IUB. CGI shall not hold itself out as an employee or agent of the IUB. Neither CGI nor any of its volunteers are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage, or the like, unless otherwise employed by the State. CGI and its volunteers shall not be considered employees of the IUB or the State for any purpose, including for federal or State tax purposes, unless otherwise employed by the State. The IUB shall not withhold taxes on

behalf of CGI. CGI shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

The parties agree and understand that CGI is not a sub-grantee under any Federal grant, including but not limited to the U.S. Department of Transportation grant referenced in this Agreement, but instead serves as a vendor performing services for and under the direction of the Board as specified in this Agreement.

3. Term

The term of this Agreement is September 22, 2014 – September 21, 2015. This Agreement may be extended at the discretion of the IUB.

3. Deliverables and Compensation

A. Damage Prevention Summit

The purpose and content of the Damage Prevention Summit are as identified in the attached Schedule A: Statement of Work.

The fixed, not-to-exceed amount of compensation to be provided to CGI for the Damage Prevention Summit is \$10,000.

B. Ag Outreach Services

The purpose and required elements of the Ag Outreach Services are as identified in the attached Schedule A: Statement of Work.

The fixed, not-to-exceed amount of compensation to be provided to CGI for the Ag Outreach Services is \$80,000.

4. Compensation

A. Pursuant to Iowa Code § 8.47 and Iowa Department of Administrative Services rules at 11 IAC 119.4, this Agreement entered into by the IUB shall include a clause that describes the amount or basis for paying consideration to the Vendor based on the Vendor's performance under this Agreement.

In consideration of Vendor providing the IUB with the deliverables in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such deliverables as specified in this Agreement, subject to all terms and conditions of this Agreement, including, without limitation, Section 4.B (Invoices).

The parties agree and understand that CGI's sole compensation for any deliverables provided pursuant to this Agreement shall be the State Damage

Prevention Program grant funds awarded for purposes related to this Contract. The Grant Funds shall be CGI's entire compensation due to CGI for all of CGI's obligations, including but not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs to be incurred by CGI. This entire compensation shall include CGI's travel, meals, and lodging expenses.

The IUB shall not be obligated to pay any other compensation, fees, expenses, costs, charges, or other amounts to Vendor in connection with this Agreement. All fees and compensation payable hereunder to Vendor are fixed, not-to-exceed amounts, and Vendor shall not be compensated on a time and materials basis.

Vendor is not entitled to payment for any deliverable provided under this Agreement if the IUB reasonably determines that such deliverable has not been satisfactorily or completely delivered or performed, or that such deliverable fails to meet or conform to any applicable requirements or that there is a material deficiency with respect to such deliverable. In no event shall the IUB be obligated to pay Vendor any fees, costs, compensation, or other amounts in excess of the amount specified in this Agreement for any one or more deliverables, unless the IUB otherwise agrees to pay such fees, costs, compensation, or other amounts pursuant to a written Change Order or an amendment to this Agreement executed by the IUB.

There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this Section. Vendor shall be solely responsible for all costs, charges, and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.

- B. Invoices. As described in Schedule B, Vendor shall submit a numbered invoice to the IUB requesting payment of the fees or other compensation specified in this Agreement associated with such Deliverable(s). All invoices submitted by Vendor shall comply with all applicable rules concerning payment of such fees, charges, or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the IUB. The IUB may pay in less than 60 days, as provided in Iowa Code § 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code § 8A.514. Notwithstanding anything herein to the contrary, the IUB shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the IUB believes the invoice is inaccurate or incorrect in any way.
- C. Monitoring and Review. The IUB shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review

and monitoring shall include the IUB's assessment of invoices and reports furnished by Vendor pursuant to this Agreement.

5. Additional Agreement Terms


- A. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by both parties.
- B. Change Order Procedure. The IUB may at any time request a modification of this Agreement using a change order. To request a modification, the IUB will specify in writing the desired changes. In response, CGI shall submit to the IUB a written response identifying any proposed modifications and a firm cost proposal within five business days of receiving the IUB's change order request. No services shall be performed pursuant to the change order and no payment shall be made on account of the change order until the change order is fully executed by both parties.
- C. This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this written Agreement.
- D. CGI represents and warrants that (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the IUB's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, infringe upon or violate any copyright, patent, trademark, trade dress, or other intellectual property right, proprietary right, or personal right of any third party.
- E. Vendor represents, warrants, and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects.
- F. Vendor represents, warrants, and covenants that it has complied with, and shall comply with, all applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement.
- G. Vendor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Iowa Department of Administrative Services Information Technology Enterprise.

- H. Vendor covenants that it will comply with and adhere to all IUB and State information technology standards, including, without limitation, all technical and security standards, procedures, and protocols, and that Vendor will take all precautions necessary to prevent unauthorized access to the IUB's and the State's systems, networks, computers, property, records, data, and information.
- I. 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 Agreement 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 Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. 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 the Agency or the State of Iowa.

6. Execution

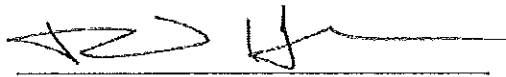
In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

For the Iowa Utilities Board:


Elizabeth S. Jacobs
Title: Chair

4-16-15
(date)

For Common Ground Iowa


Dave Hraha
Common Ground Iowa Vice-Chair

4-17-15
(date)



Communications Insight (CI) is a division of ISA Management Solutions (ISAMS), a subsidiary of the Iowa Soybean Association. CI will provide expert counsel and award-winning execution to maximize the potential of your marketing needs and utilizes the publications of the ISA organization and the expertise of staff directly involved in agricultural services. *Upon approval of this proposal, Communication Insight will provide CGI with a contractual agreement before beginning project.*

The primary focus of 2014/2015 is promoting "Call 811 before you dig" to a farmer audience because they represent a large demographic in need of more awareness and education. Reaching out to this audience directly will give CGI opportunity to showcase Best Practices, provide education materials and help finding resources for questions or concerns they may have.

The proposal is broken out in three categories;
Advertising, Show Participation and Materials.

Advertising:

1. Magazine-The Iowa Soybean Review (Farmer audience only)

The Iowa Soybean Review® magazine is celebrating a quarter of a century of providing nearly all Iowa soybean farmers with information on how to make their farming operations more profitable. Our readers get cutting edge, exclusive information about soybean production and the soybean industry through our stories, which cover topics such as:

- production research
- biodiesel
- soyfoods
- environmental stewardship
- agricultural policy
- On-Farm Network® research
- transportation
- international marketing

Produced by the Iowa Soybean Association, the Iowa Soybean Review® is mailed to every farmer who pays into the soybean checkoff in the state, giving it a circulation of nearly 37,500 producers.

3. Brochure

Informational piece to hand out at events directed to farmers

Print run of 5000, 6 x 9" cover stock, laminated cards

4/4 colors

copywriting, photography, design, print

\$8350.50

4. Handout at booths (1,702 chore gloves with CGI logo and 811 message) (logo and website Imprinted with "call 811 before you dig")

\$6660.



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- biodiesel
- soyfoods
- environmental stewardship
- agricultural policy
- On-Farm Network® research
- transportation
- international marketing

Produced by the Iowa Soybean Association, the Iowa Soybean Review® is mailed to every farmer who pays into the soybean checkoff in the state, giving it a circulation of nearly 37,500 producers.

Iowa Soybean Association uses the publication as the primary information distribution vehicle

Top Interests of ISR readers:

- 45% production
- 33% biofuels
- 31% on-farm research
- 50%— Nearly one-half of readers have taken some action within the past year as a result of seeing advertising in
- 66%— About two-thirds of recipients of the ISR are regular readers who have read at least three out of the last four issues.
- 60%— The majority of those who receive ISR are thorough readers who normally read one-half or more
- The average size of their farm operation is 713 acres
- 98.4% own or operate a farm or ranch

Projects:

Magazine details and rates:

Full Page

(2x advertising commitment)

Iowa Soybean Review prints 8 issues (Jan, Feb, March, April Summer, Oct., Nov., Dec.)

8.125" x 10.875" (Printed full page in Feb. 2016 issue, and full page in Summer 2016 issue)

Includes ad design, coordination and ad insertion

\$16,910

2. Online-Iowa Soybean e-Weekly

Up-to-date information regarding programs, policy, issues is sent via email to all ISA members who currently subscribe. Readers get cutting edge, exclusive information about soybean production and the soybean industry each Thursday to ISA members who have subscribed.

Online sponsorship of weekly newsletter going to approximately 5,000 farmers each week

Up to 5000 x 52 weeks=260,000 impressions.

(\$192.30 per week to reach up to 5000 farmers potentially or .038 per farmer)

Ad space approx. 1.625" x 3" ad

Price is based on one ad only (changing out will result in additional costs)

Annual ad and design/coordination of ad (ad is displayed on Iowa Soybean e-weekly for one year)

\$10,000

Show Participation:

1. On Farm Conference 2016 and Vision and Feedback Forum Dinner

Feb, 16-17, 2016

IOWA EVENTS CENTER

730 3rd St., Des Moines, IA 50309

Full day of seminars about the On-Farm Network, Environmental Programs and related topics, with CEU credits available for Certified Crop Advisors. Vision and Feedback Forum is held the night before with farmers, experts on the field, corporate sponsors, sponsors, and FFA students

- 2015 replicated strip trial data is summarized
- Updating ongoing studies on fungicides, planting rate/plant population for both corn and soybeans, stalk nitrate testing, nitrogen and manure management, soil applied insecticides on corn and beans, cover crops and much more.

This show is directed to farmers specifically about farm management practices. The idea of a sponsorship is getting logo and message visibility on all materials, ads, signage and messaging to others

Fee Includes: Booth/exhibit space

- Communication insight coordination
- tables, chairs, electricity and all 811 messaging on signage and all materials sent to participants and at event site
- website and CVENT invite sponsorship
- Logo recognition in the Iowa Soybean Review magazine reaching 38,400 people in event insert
- Sponsorship signage at Vision and Feedback Forum allowing CGI to speak at podium.

\$15,000

2. Hawkeye Farm Show

March 1-3, 2016

The Hawkeye Farm Show has showcased the latest agricultural technology and services with over 200 exhibitors representing over 800 product lines, all inside the temperature-controlled UNI-Dome in Cedar Falls, Iowa.

Fee Includes:

- Communication insight Coordination
- tables, chairs, electricity, carpet and all 811 messaging
- sponsorship in program/signage

\$1250

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3. Iowa State Fair Booth for kids-Monday, August 31, 2016

Call 811 before you dig Day at the Iowa State fair sponsorship. Over 1 million people attend the full fair and over 100,000 people per day. The sponsorship is a great way to reach kids and parents with activities about calling before you dig.

Fee includes:

- 20' x 20' tent in front of Grand Avenue (in front of the Service Center) and signs at entrance gates advertising their Day of the Fair.
- Graphics and signage
- Communication Insight coordination/design
- Activity for kids (dealing with digging or planting)

\$15,460

4. Farm Progress Show

August 30-31 and Sept. 1, 2016 Boone, Iowa

The farm progress show is the premiere farm show for farmers to attend. Show has showcased the latest agricultural technology and services with over 600 exhibitors representing thousands of product lines.

Fee includes:

- Tent/exhibit
- wood chips
- Communication Insight coordination/design
- tables, chairs, electricity and all 811 messaging.

This has to be confirmed asap to qualify for show in 2016.

They sell out of space quickly. If they sell out, monies will be used at the Iowa state fair for activities.

\$12,750

Materials for all events:

1. Giveaway items with 811 message at three large trade shows/events
2. Kids activity materials (shovels, activity sheets, stamps, giveaway items)

\$20,630

Total Proposal \$95,000

Some shows/events will have to be booked in advance. I will need a confirmation for those by Nov. 1 or we may not be able to secure.



Cate Newberg
Communications Insight
1255 SW Prairie Trail Parkway
Ankeny, Iowa 50023