

**INTERGOVERNMENTAL SERVICES**  
**GENERAL CONDITIONS WHEN OTHER PARTY IS AN AGENCY OF THE STATE OF IOWA**

**Section 1 COMPLIANCE WITH THE LAW**

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The parties 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 parties, and their 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. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

**Section 2 TERMINATION**

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**2.1 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, DNR and (Name of Other Party) shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following conditions.

- 2.1.1** The legislature or governor fail to appropriate funds sufficient to allow DNR or (Name of Other Party) 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 DNR or (Name of Other Party) 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 DNR or (Name of Other Party) to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR or (Name of Other Party); or
- 2.1.3** If DNR's or (Name of Other Party)'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to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or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 DNR's or (Name of Other Party)'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 DNR's or (Name of Other Party)'s ability to fulfill any of its obligations under this Contract.

**2.2 Termination for Any Other Reason.** This Contract may be terminated prior to (ending date) by mutual agreement of the parties.

**Section 3 INDEPENDENT CONTRACTOR**

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Both parties to this Contract are agencies of the State of Iowa.

**Section 4 CONFLICT OF INTEREST**

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The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

**Section 5 AMENDMENTS**

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

**Section 6 CHOICE OF LAW AND FORUM**

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The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract.

**Section 7 DISPUTE RESOLUTION**

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If the parties to this Contract are not able to reach agreement regarding disputes, then the parties shall comply with the provisions of Iowa Code section 679A.19.

**Section 8 ENTIRE AGREEMENT**

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This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are 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. Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

**Section 9 CONFIDENTIALITY**

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The parties agree to comply with applicable Iowa law regarding confidentiality.

**Section 10 CERTIFICATION REGARDING SALES AND USE TAX**

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By executing this Contract, the parties certify that they are either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code section 423.1.