



Local Government Risk Pool

Iowa Local Government Risk Pool Commission

1201 63rd Street

Des Moines, IA 50311

Phone: 1 (515) 251-5970

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**Iowa Local Government Risk Pool Commission  
Program Participation Agreement**

THIS PARTICIPATION AGREEMENT is entered into by and between Iowa Local Government Risk Pool Commission (“28E”), 1201 63rd Street, Des Moines, Iowa, 50311, and New Hampton CSD (“District”), effective as of the 1st day of July, 2024.

WHEREAS, 28E has established a local government risk pool program called Education Energy Group Pool (the “Program”) to pool risks and stabilize gas prices for public entities in conjunction with Education Energy Group LLC to administer the Program in accordance with this agreement (“Program Administrator”), and other service providers including but not limited to WoodRiver Energy LLC as a Certified Natural Gas Provider (“CNGP”) and Iowa School Finance Information Services, Inc., an Iowa corporation (hereinafter collectively referred to as “Service Provider(s)”; and

WHEREAS, District is a member of the 28E pursuant to the Iowa Local Government Risk Pool Agreement (the “28E Agreement”), and has a need for such Program in connection with stabilization of natural gas costs within its budget;

NOW, THEREFORE, in consideration of mutual promises and warranties contained in this Agreement, the parties hereby agree to the following:

1) Services. District agrees to pay a premium to 28E for participation in Program for Enrolled Meters listed in Exhibit A of this Agreement, under the terms outlined herein. 28E agrees to meet natural gas requirements for Enrollment Meters listed in Exhibit A of this Agreement, under the terms outlined herein. District shall take title, possession, and control of gas delivered to each enrolled meter under the Program at the point of delivery.

2) Term. The term of this Agreement shall commence on the effective date listed above and shall be in effect until June 30, 2025.

3) Total Premium. The Total Premium shall be set as the sum of all District Enrolled Meters and is set forth in Exhibit B of this Agreement. Exceptions are also noted in Exhibit B of this Agreement. Premiums and any Premium Amendments shall be due and payable, within 30 days of receipt of invoice by the District to the 28E. Late charges may be assessed on Premiums not paid timely.

4) Limitation of Liability & Indemnification.

(a) District and 28E will fully indemnify and hold harmless one another and each of their respective officers, directors, agents, and employees, from and against all claims, actions, proceedings, or settlements based upon, arising out of, or sustained in connection with, any other program or service offered by District or 28E unrelated to this Agreement.

(b) Force Majeure – District shall fully indemnify 28E and Service Providers for acts of God, strikes, lock outs, pipeline explosions, pipeline maintenance, pipeline disturbances or other industrial disturbances, including those involving or affecting Service Providers producing or transporting gas on behalf of 28E.

5) 28E as Agent. Pursuant to the 28E Agreement, 28E has authority to enter into contracts and agreements to carry out the purposes of the 28E Agreement, including agreements with the Service Providers. District hereby assigns and grants 28E the right and discretion to contract with the Service Providers to administer and operate the Program, by and on behalf of the District, throughout the Term of this Agreement. The parties acknowledge that the 28E shall have no authority to undertake action on behalf of District that is beyond the scope of the authorization stated in the 28E Agreement and this Agreement. In no event shall 28E, in its capacity as agent or otherwise, take title to any gas purchased by and delivered to the District. Program Administrator has read and acknowledges the agency agreed to in this Agreement.

6) Assignment. The 28E may assign this Agreement to a designated Service Provider, upon notice to the District. Other assignments of this Agreement shall only be by mutual consent of the parties.

7) Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

8) Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Iowa. The parties agree to venue and jurisdiction in the state court located in Polk County, Iowa.

9) Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between 28E and District with respect to its subject matter.

10) Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the parties via an amendment to this Agreement. Waiver by a Party of any breach of any provision of this Agreement will not operate as a waiver of any other subsequent breach.

**IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their officers designated below.**

**Iowa Local Government Risk Pool (28E)**

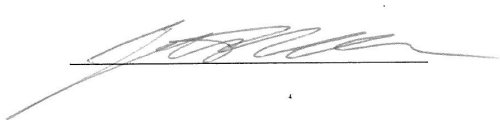
**New Hampton CSD**

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Signature  
  
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Title  
  
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Date

**Read and acknowledge:**

Education Energy Group LLC "Program Administrator"



Jon Muller  
President  
Date: 3/1/24



