



Local Government Risk Pool

Iowa Local Government Risk Pool Commission  
1201 63rd Street  
Des Moines, IA 50311  
Phone: (515) 251-5970

---

**Iowa Local Government Risk Pool  
Commission Natural Gas 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, effective as of the 1st day of July, 2022.

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 a Certified Natural Gas Provider ("CNGP") and other service providers including but not limited to Education Energy Group, LLC, an Iowa limited liability company, WoodRiver Energy, a Colorado limited liability company, and Iowa School Finance Information Services, Inc., an Iowa corporation (hereinafter collectively referred to as "Service Provider(s)"); and

WHEREAS, District 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 purchase from 28E, and 28E agrees to deliver, 100 percent of natural gas requirements for Enrolled Meters listed in Exhibit A of this Agreement, under the terms outlined herein. District shall take title, possession, and control of the gas 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, 2023. This Agreement shall automatically renew each year for an additional twelve (12) month period unless terminated by either party giving the other written notice of termination on or before April 1 of the calendar year.
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 for subsequent fiscal years shall be determined and communicated on or before March 1 of the calendar year. Premiums and any Premium Adjustments 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 & 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. Independent Contractors. It is expressly agreed that the relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship, partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

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.

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 Community School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



