

FARM LEASE - CASH

THIS LEASE ("Lease") is made between Linn-Mar Community Schools, ("Landlord"), whose address for the purpose of this Lease is 2999 North 10th Street, Marion, IA 52302, and **R. J. Carson and Picket Fence Family Farms** ("Tenant"), whose address for the purpose of this Lease is 2830 Brandon Court, Marion, IA 52302.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

WaterLinn Park 1st Addition, Lot 1 to the City of Marion, Iowa

and containing 15 (total) acres, more or less, with possession by Tenant for a term of no more than one (1) year to commence on March 15, 2020, and end on March 1, 2021. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ 238 per acre, payable, unless otherwise agreed, as follows: December 1st 2020.

All Rent is to be paid to Landlord at the above address. Rent must be in Landlord's possession on or before the due date.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.

4. **INPUT COSTS AND EXPENSES.** Tenant only shall prepare the Real Estate and plant crops Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

5. **ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on

a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

6. CONSERVATION PLAN REQUIREMENTS. The Operator shall adhere to an approved Conservation Plan(s), by this reference made part of this lease agreement, a cropping program, and utilize conservation practices as specified by Owner that meet requirements set forth by the USDA Natural Resources Conservation Service (NRCS). The Operator shall implement the Conservation Plan(s) for the leased real estate developed by the Natural Resources Conservation Service or representative thereof and approved by the Linn Soil and Water Conservation District. Changes thereto shall be made only with the consent of the Owner. The Owner and NRCS or representative thereof may grant approval of deviation from the Conservation Plan and excuses the Operator's failure to adhere to the Conservation Plan, insofar as NRCS or representative has approved deviation. Such approved deviation does not act as a waiver of any other provision of this lease agreement.

At minimum, but not limited to, the following NRCS conservation standards as detailed in the Iowa NRCS Field Office Technical Guide shall be utilized for implementation of the Conservation Plan:

- Conservation Crop Rotation(328)
- Critical Area Planting (342) and/or Grassed Waterway(412)
- Residue and Tillage Management, No-Till (329)
- Cover Crop(340)

As directed by the Owner and through consultation with NRCS or representative thereof the following additional agricultural practices are considered components of this lease agreement:

- No-Till farming on all grain crop acres.
- No fall application of commercial or livestock waste fertilizers
- For the purposes of improving soil health and limiting impacts on adjoining water resources, utilize fall cover crop seeding systems approved by NRCS or representative thereof.
- Use of variable rate technologies for the purposes of nutrient application
- Utilizing guidelines for soil testing, crop nutrient removal and application rates, and nitrogen credits as described in current Iowa State University Extension Publications.

If the larger tract of the remaining land owned by Dawn Thillmany McFadden is sold and the Tenant is no longer able to rent the larger tract of land the Tenant will not be required to install the cover crop on the 3 acres of ground described above.

7. ENVIRONMENTAL. Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant has been a prior tenant of this Real Estate.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

8. TERMINATION OF LEASE. This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.

9. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written

authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. **NO AGENCY.** Tenant is not an agent of the Landlord.

13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.

17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

18. **ADDITIONAL PROVISIONS.**

a. **LANDLORD'S CONTINUED ACCESS; ULTIMATE USE.** Tenant acknowledges that Landlord intends to ultimately use the Real Estate as a sanitary landfill and that, in preparation for such use, during the term of this Lease, Landlord or persons authorized by Landlord may come onto the Real Estate for any lawful purpose related to the ultimate intended use of the Real Estate without further notice to Tenant. Tenant hereby consents to such entry and activity.

Further, Tenant acknowledges that during the term of this Lease, Landlord or persons authorized by Landlord, may undertake sampling and monitoring activities, including without limitation, the installation of groundwater monitoring wells. Landlord will advise Tenant of the location of any and all such wells or other sampling/monitoring equipment. Tenant shall take all due care not to disrupt or disturb or damage such equipment and activities. Tenant shall reimburse Landlord for any damage to any sampling or monitoring equipment.

In the event Landlord's activities related to the ultimate intended use of the Real Estate result in the inability of Tenant to plant or harvest crops on a portion(s) of the Real Estate in a combined area of ¼ acre or more, Landlord shall reimburse Tenant in an amount equal to the per acre rental rate, pro-rated for the acreage impacted. Tenant acknowledges that his damages and relief are hereby limited to such rental reimbursement and Tenant hereby waives any other claim for damages for such loss as against Landlord and those authorized to act on behalf of Landlord.

It is the intent of the parties that Tenant's right to use the Real Estate be limited by the Landlord's need to prepare the Real Estate for its ultimate intended purpose and that Tenant shall work around and accommodate the activities taken by or on behalf of Landlord for that purpose.

b. TENANT HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from any and all claims (including, without limitation, attorneys fees, consultant's fees, and court costs) arising out of Tenant's use or access to the Real Estate under this Lease. This provision shall survive the termination of this Lease.

DATED: 12-14-19

TENANT:

LANDLORD:

[Signature] Carson
Mary Carson, Picket Fence Family Farms

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, and _____.

_____, Notary Public


AIA Document G701™ – 2017

Change Order

| | | |
|---|---|--|
| PROJECT: <i>(Name and address)</i> 18245000 Linn-Mar CSD 3920 35th Avenue Marion, Iowa 52302 | CONTRACT INFORMATION: Contract For: General Construction Date: 05/30/2019 | CHANGE ORDER INFORMATION: Change Order Number: 006 Date: January 7, 2020 |
| OWNER: <i>(Name and address)</i> Linn-Mar Community School District 3555 10th Street Marion, Iowa 52302 | ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Ave. SE, Suite 201 Cedar Rapids, Iowa 52401 | CONTRACTOR: <i>(Name and address)</i> Larson Construction 600 17th Street, PO Box 112 Independence, Iowa 50644 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

| | | |
|---------------|-----------------------------------|--------------------|
| CR 27R ITC 23 | Safe Room Piping Penetrations | \$ 7,388.82 |
| CR 31 ITC 27 | AV Rack and Area C Receptacles | \$ 1,152.33 |
| CR 35 ITC 36 | Return Grilles 10A | \$ 4,251.10 |
| CR 29 ITC 39 | Fire Pump Removal CREDIT | (\$ 3,587.43) |
| CR 43 RFI 73 | Booster Pump Mech Room | \$ 555.10 |
| | Credit CO2 and AIA Software Error | (\$.54) |
| | TOTAL | \$ 9,759.38 |

| | |
|--|------------------|
| The original Contract Sum was | \$ 28,449,000.00 |
| The net change by previously authorized Change Orders | \$ 88,061.36 |
| The Contract Sum prior to this Change Order was | \$ 28,537,061.36 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 9,759.38 |
| The new Contract Sum including this Change Order will be | \$ 28,546,820.74 |

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|--|--|--|
| OPN Architects _____ ARCHITECT <i>(Firm name)</i> | Larson Construction _____ CONTRACTOR <i>(Firm name)</i> | Linn-Mar Community School District _____ OWNER <i>(Firm name)</i> |
| _____ SIGNATURE | _____ SIGNATURE | _____ SIGNATURE |
| Kelly Slota _____ PRINTED NAME AND TITLE | Doug Larson _____ PRINTED NAME AND TITLE | Sondra Nelson, Board President _____ PRINTED NAME AND TITLE |
| _____ DATE | _____ DATE | _____ DATE |


AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

18245000 Linn-Mar CSD
453 Echo Hill Road
Marion, Iowa 52302

CONTRACT INFORMATION:

Contract For: General Construction
Date: Mary 21, 2019

CHANGE ORDER INFORMATION:

Change Order Number: 003
Date: January 7, 2020

OWNER: *(Name and address)*

Linn-Mar Community School District
355 10th Street
Marion, Iowa 52302

ARCHITECT: *(Name and address)*

OPN Architects
200 Fifth Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CONTRACTOR: *(Name and address)*

Knutson Construction
2351 Scott Blvd. SE
Iowa City, Iowa 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

| | | |
|--------------|-------------------------------------|--------------------|
| CR 12 FIELD | Over-Excavation | \$ 7,875.00 |
| CR 13 ITC 13 | Panel LG and Kitchen Revisions | \$ 66.00 |
| CR 15 ITC 20 | Insulation thickness Changes CREDIT | (\$ 2,601.00) |
| CR 19 ITC 27 | Admin 1220 Ceiling Height | \$ 2,289.00 |
| CR 21 ITC 21 | Elevator Power and Lighting | \$ 1,097.00 |
| CR 22 ITC 23 | Media Center Ceiling Revisions | \$ 2,158.00 |
| | TOTAL | \$10,884.00 |

| | | |
|--|----|---------------|
| The original Contract Sum was | \$ | 28,159,000.00 |
| The net change by previously authorized Change Orders | \$ | 20,793.00 |
| The Contract Sum prior to this Change Order was | \$ | 28,179,793.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 10,884.00 |
| The new Contract Sum including this Change Order will be | \$ | 28,190,677.00 |

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects

ARCHITECT *(Firm name)*

Knutson Construction

CONTRACTOR *(Firm name)*

Linn-Mar Community School District

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

Kelly Slota

DATE

Matt Bulkeley

DATE

Sondra Nelson, Board President

DATE

LINN MAR COMMUNITY SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter called the CITY, and the Linn Mar Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.6 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. One (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principals/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - a. Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; three (3) other persons as shall be mutually agreed between CITY and DISTRICT.

8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY20 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY20 is 1,942.03, which is an equitable distribution of the FY20 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$11.76 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY20 by June 30, 2020 to be reimbursed through the City's FY20 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY20 total mentioned in Article 10.
12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2020. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL
DISTRICT

CITY OF CEDAR RAPIDS

Sondra Nelson
Linn Mar School Board President

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Amy Stevenson, City Clerk

IASB MEMBER GALLAGHER SERVICES AGREEMENT | 2020

This Services Agreement (this "Agreement") is made on this 13th day of January, 2020, by and between Gallagher Benefit Services, Inc., ("Gallagher"), and Linn-Mur CSD, (the "Client"). The Client and Gallagher agree as follows:

1. *Engagement*

The Client, as a member in good standing of the Iowa Association of School Boards ("IASB"), shall engage Gallagher to provide actuarial services as outlined in this Agreement. Gallagher's status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is January 13, 2020. The term of Gallagher's engagement under this Agreement will begin as of the Effective Date and will remain in effect until completion of the services set forth below. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. *Services & Compensation*

Scope of Services will include the following:

- a. Itemization of cost of benefits (total and per employee)
- b. Calculation of OPEB expenses on the accrual basis of accounting for implicit and explicit (as applicable) retiree subsidies
- c. Projection of future benefit payment costs
- d. Determination of the present value of projected benefit payments
- e. Calculation of the Total OPEB Liability for OPEB associated with past service costs
- f. Provide a future cash flow analysis for the Customer
- g. Provide an actuarial certification of liabilities in a valuation report suitable for use by the Customer's auditor in preparation of its financial statements.

The standard fee for the initial valuation report will be \$ 5,800 . This fee includes a standard GASB 74/75 valuation report, a conference call meeting with the Client before the work begins, and a conference call meeting to review the draft report. Additional consideration, to be billed only if requested by Customer, may include:

- a. Optional onsite meeting to present the final report: \$1,500
- b. Optional additional scenarios: \$750 per scenario.
- c. Optional off-year "roll-forward" report: \$2,000 per report.

Client agrees to remit payment to Gallagher within 30 days of receipt of invoice following receipt of the initial summary draft actuarial report. Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

4. *Client Obligations and Responsibilities*

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

(a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.

(b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.

(c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.

(d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

5. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(c) Use of Names; Public Announcements. No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

7. Indemnification

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Except as otherwise provided in this Section 7, Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client. Gallagher agrees to defend, indemnify and hold harmless Client for any and all claims, losses, damages, liabilities,

judgments, or settlements, including reasonable attorneys' fees, costs and other expenses incurred by Client, as a result of a breach of this Agreement by Gallagher or any tortious, unlawful or unauthorized acts or omissions of Gallagher and not caused by an act or omission of Client.

8. *Gallagher Limitation of Liability*

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client's employees, representatives, agents, subcontractors, vendors, or suppliers.
- ii. Except as to Indemnification obligations pursuant to Section 7 or claims relating to breach of Confidentiality as set forth in Section 6, Gallagher's aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed \$1,000,000.
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 8 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.

10. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: _____

 Attention: _____

If to Gallagher: Gallagher Benefit Services, Inc. _____

 Attention: _____

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent

jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment; Counterparts. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Iowa without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CLIENT NAME

By: _____

Name: _____

Title: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

**Memorandum of Understanding and Agreement Between
Goodwill of the Heartland and
Linn Mar Community Schools**

Goodwill of the Heartland agrees to provide work experience services for Linn Mar Community Schools between January 2020 and June 2020. Goodwill will provide unpaid work experience opportunities for students. The goal is to offer the following activities:

- Provide meaningful work activities in the community as part of the student's school day.
- Students will participate in a work experience, approximately 40 hours in length over a quarter (4-5 hours per week), at a community employer based on the interests of the student.
- Students will gain real work experience to help transition them to the adult world after graduation.
- Goodwill staff will be responsible for coordinating and monitoring and providing support at each work experience site.
- Students will have the opportunity to demonstrate the desire to work in the community, willingness to try new things, ability to work without 1:1 constant supervision, willingness to ask for help, and demonstrate socially responsible behavior in a work setting.

Goodwill will bill Linn Mar Community Schools in the amount of \$2260.00 per student for each work experience opportunity developed and completed. An invoice will be sent at the completion of each student work experience that includes the date of the work experience, name of student and amount to be billed.

RESPONSIBILITIES OF LINN MAR COMMUNITY SCHOOLS:

- To refer approximately 6 students during Quarter 3 and 6 students during Quarter 4 of the 2019-2020 school year.
- To provide relevant IEP and background referral information on the student prior to the start of each quarter.
- To maintain follow up with Goodwill staff on the services provided to students.
- Provide transportation to students to work experience sites as it works with the driver hired by the district between the hours of 8:30 AM-11:15 AM.
- To respond to recommendations made by the service.
- To provide feedback on student outcome/results to Goodwill personnel to facilitate outcome measurement and follow up efforts.
- To promptly process claims for payment no later than 30 days after the invoice has been submitted to the district.

RESPONSIBILITIES OF GOODWILL PERSONNEL:

- Placement of the student in the work experience program in the shortest possible period of time that matches the students career interests.
- Provision of information regarding the work experience program procedures, policies, and capacity to work effectively with the student.
- Provide transportation for students outside of the work experience driver hours employed by the district.
- Provision of appropriate, high quality services that allow the student to reach his/her highest level of independence.
- Provision of clear, comprehensive, accurate and timely reports on service results.
- Provide monthly data necessary for evaluation requirements.
- Provide monthly invoices for services rendered.

Insurance and Indemnification

Goodwill agrees to obtain and maintain professional liability insurance for its employees rendering services under this Agreement in an amount usual and customary and to provide evidence to the District of the coverage. Goodwill shall immediately notify the District of any adverse actions filed against the employees or of any loss or modification of insurance.

Goodwill agrees to indemnify and hold harmless the District, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney’s fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

The District agrees to indemnify and hold harmless Goodwill, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney’s fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

Term and Termination

The term of this Agreement shall be January 1, 2020 through June 30, 2020 or the last day of school. Either party may terminate this Agreement by written notice to the other party of termination for any reason and this Agreement shall be deemed terminated 30 days after giving of such notice.

By _____
Typed Name: Carmen Heck, Vice President of Mission Services
Goodwill of the Heartland
Date: _____

By _____
Typed Name: Sondra Nelson, School Board President, Linn-Mar Community Schools
Date: _____