AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____,20___, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as "Owner" and SECURITY NATIONAL BANK, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the 12th day of November, 2024, did submit a proposal to the Owner of certain Plans and/or Specifications entitled RFP Response and Proposal for City of Council Bluffs 457(b) Plan, a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Request for Proposals City of Council Bluffs, 457(b) Plan Services, the Proposal referenced above, the one-page summary outlining Security National Bank's services for the City of Council Bluffs, the agreement with Equitable, and this Agreement as if each had been fully set out herein and are attached hereto.

2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.

3. As consideration for the successful performance and compliance of the terms and conditions of this Agreement, Contractor shall be permitted to collect a fee of 0.10%. In addition to this, Equitable shall be permitted to collect 0.15% as set out in the Agreement between the Owner and Equitable which is attached hereto.

4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall not be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.

5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of 1% of the total project cost for each and every day past the deadline for completion of the work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.

6. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees,

from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.

8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____, 20__, at 209 Pearl Street, Council Bluffs, Iowa 51503.

Executed for Contractor By: _____

Title: _____

ATTEST: (Witness) By: _____

Title: _____

Executed for Owner: By: _____
Director of Department

ATTEST: (Witness) By:_____

(if required) Insurance Approved By: _____