

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Gordon Boge ("Boge"), and Gloria Carr, Floyd County Auditor, Linda Tjaden, Doug Kamm, and Roy Schwickerath, Floyd County Board of Supervisors (collectively "Floyd County").

WHEREAS, on June 1, 2021, Boge presented to Floyd County a Special Election Petition of Eligible Electors, and

WHEREAS, there was a dispute whether the Petition was legally sufficient, and

WHEREAS, it is the desire of Boge and Floyd County at this time to conciliate, compromise and settle, finally and fully, the differences and disputes between them, including all civil claims and causes of action of any kind and description, whether known or unknown, including but not limited to, all claims and causes of action arising out of Boge's Special Election Petition of Eligible Electors;

NOW, THEREFORE, Boge and Floyd County, in consideration of the foregoing and the following promises set forth herein, agree as follows:

1. **LEGAL REPRESENTATION:** Boge acknowledges that he is fully represented by legal counsel, Winston & Byrne, PC, in connection with this matter. Boge acknowledges that he enters into this Settlement Agreement and Release knowingly and voluntarily after having been fully advised by his attorney of his rights in this matter and of the scope and effect of this Settlement Agreement and Release.
2. **NO ADMISSION OF LIABILITY:** This Settlement Agreement and Release is not and shall not in any way be construed as an admission by Floyd County, or any past or present agent, representative, employee or elected official of Floyd County, that any fact or claim alleged by Boge is true and correct; that Floyd County violated any state, federal, or local law or public policy; that Floyd County committed any other wrongful acts against Boge; or that any actions with respect to Boge by Floyd County were unwarranted, unjustified, discriminatory, or otherwise unlawful or actionable. Instead, this Settlement Agreement and Release constitutes a good faith settlement of disputed claims. The parties enter into this Settlement Agreement and Release for the sole purpose of resolving Boge's claims and to avoid the burden, expense, and delay of further litigation.
3. **RELEASE OF LIABILITY:** Boge, hereby covenants not to sue and releases, acquits, and forever discharges Floyd County and its past and present employees, agents, representatives, board members, elected officials, and its insurance carrier EMC Insurance Companies, from any and all liability as to all claims alleged (or which could have been alleged) against Floyd County arising out of Boge's Special Election Petition of Eligible Electors.
4. **CONSIDERATION:** In consideration of the terms and conditions contained in this Settlement Agreement and Release, Floyd County shall
 - a. Hold a special election on August 3, 2021, on the Special Election Petition of Eligible Electors submitted by Boge;
 - b. Publish notice of said special election in the manner required by Iowa Code §331.207 in the Charles City Press and Nora Springs Rockford Register the week of July 12, 19, and 26.

7-2-21

5. ATTORNEY'S FEES AND COSTS: All parties agree to pay their own attorney fees. All parties agree they will not be reimbursed for costs (including court filing fees and service charges) they have incurred to date, nor any costs they will incur in carrying out the terms of this Agreement.

6. DISMISSAL WITH PREJUDICE: Boge and his attorney shall execute a Dismissal With Prejudice of the pending Petition for Writ of Mandamus, Iowa District Court for Floyd County EQCV031721.

7. RELIANCE: Boge freely and voluntarily executes this Settlement Agreement and Release solely in reliance upon his own knowledge, belief, and judgment, including advice by his attorneys, and not upon any representations made by Floyd County, its agents, representatives, employees, elected officials or attorneys. Boge acknowledges and certifies he has read the terms of this Settlement Agreement and Release prior to entering into and executing this Agreement.

8. AUTHORITY: Boge warrants that he has the sole right and exclusive authority to execute this agreement, and has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demand, obligations, or causes of actions against Floyd County.

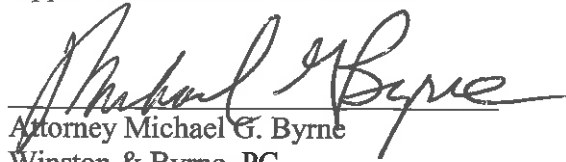
9. ENTIRE AGREEMENT: This Settlement Agreement and Release constitutes the entire agreement between the parties pertaining to the subject matter of this Settlement Agreement and Release, and supersedes all negotiations and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matter of this Settlement Agreement and Release. No agreements, discussions or understandings not expressed in this Settlement Agreement and Release shall be binding upon the parties or shall affect this Settlement Agreement and Release in any way.


Gordon Boge

Date: 7-6-2021

ngb
7-2-21

Approved as to form and content:


Attorney Michael G. Byrne
Winston & Byrne, PC

Date: 7-2-2021

Linda Tjaden, Board of Supervisors Chair

Date: _____

Approved as to form and content:

Attorney Dustin T. Zeschke
Swisher & Cohrt, P.L.C.

Date: _____