

AGREEMENT FOR OUTSIDE COUNSEL

This Agreement is entered into between the Iowa Department of Justice (the Department) and The Patterson Law Firm, L.L.P., 505 5th Avenue, Suite 729, Des Moines, Iowa, 50309-2390 (Outside Counsel).

PURPOSE

Upon the request of the Department and the authorization of the Executive Council pursuant to Iowa Code § 13.3(1), Outside Counsel is retained to represent the Second Injury Fund in *Ronald v. Iowa Department of Transportation and State of Iowa and Second Injury Fund of Iowa*, a workers' compensation case filed by a state employee against the State of Iowa and the Second Injury Fund.

DURATION

This Agreement shall extend from July 22, 2022, until final resolution of the case, unless terminated by the parties pursuant to the terms set forth in this Agreement.

SCOPE

1. Assignment of specific legal matters to Outside Counsel shall be as authorized by the Department within the scope of this Agreement.
2. Outside Counsel agrees to investigate, prosecute, defend and attend to the legal matters described in this Agreement in a careful, diligent and skillful manner. Assignment of specific legal matters to Outside Counsel shall be as authorized by the Department within the scope of this Agreement.
3. Outside Counsel further agrees that any pleading, motion or correspondence filed or submitted to any court on behalf of the State of Iowa shall first be provided to and approved by the Department or its designee.

DEFINITIONS

"Miscellaneous Expenses" include filing fees, copying fees, telephone charges, postage and such additional expenses to which both parties agree.

PAYMENT

1. Legal services by Outside Counsel shall be performed by Ryan Clark who shall be paid at the rate of \$160.00 per hour for the services performed.
2. Outside Counsel shall be reimbursed for miscellaneous expenses incurred as a reasonable and necessary incident to the provision of legal services.
3. Outside Counsel shall bill the State promptly each month for any services performed and any miscellaneous expenses incurred. Bills shall be submitted to the Iowa Executive Council, reviewed by the Department and approved by the Iowa Executive Council prior to payment. Bills shall be sent to the attention of: Victoria Newton, Iowa Executive Council, Room 114, State Capitol, Des Moines, Iowa 50319. All bills submitted by Outside Counsel shall: (i) contain appropriate documentation as necessary to support the fees, charges and expenses included on the bill; (ii) comply with all applicable laws, rules and procedures concerning payment of such fees, charges or other claims; and (iii) contain any other information reasonably requested by the Department. Subject to the terms of this Agreement, the State shall pay all approved bills in arrears in conformance with applicable laws and rules.
4. Payments pursuant to this Agreement shall be made solely from, and are contingent upon the availability of, the General Fund.

ASSIGNMENT

Outside Counsel shall not assign the rights or obligations contained in this Agreement without the written consent of the Department.

TERMINATION

Either party may terminate this Agreement prior to the expiration date upon 30 days' notice. Notice shall be by letter delivered by first class mail. Thirty days commences from the date affixed at the top of the letter. In addition, the Department shall have the right to terminate this Agreement upon giving Outside Counsel written notice if any funds needed to compensate or make payment to Outside Counsel are de-appropriated, reduced, eliminated, not allocated, not appropriated, or are insufficient or unavailable for any other reason, as determined by the Department in its sole discretion.

COMPLIANCE WITH LAWS

Outside Counsel and all partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., performing services under this Agreement shall comply with all applicable federal, state, foreign, and local laws, rules, regulations, procedures, ordinances, codes, and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, business permits and registrations, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers.

INDEPENDENT CONTRACTOR

The status of all partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., performing services under this Agreement shall be that of an independent contractor. Partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., shall not, under any circumstances or for any purposes, be considered employees or agents of the State of Iowa or the Department. Partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., performing services under this Agreement are not eligible for any State of Iowa employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. The Department shall not withhold taxes on behalf of any partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., unless required by law.

NO CONFLICT OF INTEREST

Outside Counsel represents warrants and covenants that the partners, associates, employees, and agents of The Patterson Law Firm, L.L.P., have no interest and shall not acquire any direct or indirect interest, including the representation of any other client, that would conflict in any manner or degree with the legal representation or the services provided under this Agreement. This Agreement shall not disqualify The Patterson Law Firm, L.L.P., from representing other clients in matters adverse to the State of Iowa, state agencies, or governmental subdivisions, whether ongoing at the time of this Agreement or undertaken thereafter, that do not have a substantial relationship to the legal representation or the services provided under this Agreement.

CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a judicial or quasi-judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity, in state or federal court, which may be available to the State of Iowa or to the Department.

APPROVED BY:



Ryan Clark, Outside Counsel
The Patterson Law Firm, L.L.P.

11/28/22

Date



Executive Council
Approved by Victoria Newton

11-28-22

Date



Jeffrey S. Thompson
Solicitor General
Iowa Department of Justice

11/28/22

Date