

## Civil Reparations Trust Fund Agreement

### A. Purpose.

This agreement is to govern the award of funds to Iowa Legal Aid from the State of Iowa's Civil Reparations Trust Fund to expand indigent civil legal services. Specifically, funds awarded to Iowa Legal Aid under this Agreement will support:

1. One senior attorney and outreach expenses to increase the number of cases it closes for veterans, to develop its legal program for veterans, and implement strategies to improve its service delivery to veterans; and
2. Two attorneys and outreach expenses to increase the number of cases it closes for rural Iowans, to develop its legal program for rural Iowans, to implement strategies to improve its rural service delivery statewide, and to use its new Justice Bus/mobile legal office to offer legal clinics and office hours in rural communities throughout the state.

### B. Definitions.

The *Agreement* is this Civil Reparations Trust Fund Agreement.

The *Council* is the Executive Council of the State of Iowa.

*ILA* is Iowa Legal Aid.

### C. Duration.

This Agreement is effective beginning on the date it has been executed by both parties. It terminates in accordance with Section F.

### D. Funding.

The Council awards to ILA \$989,424 from the funds of the Civil Reparations Trust Fund. The funds will be paid in three equal annual installments of \$329,808. The payments will be made on or about January 1 of each year beginning on January 1, 2024.

### E. ILA's obligations.

#### 1. Nonprofit status.

For the duration of this agreement, ILA will remain a non-profit corporation organized under Iowa Code chapter 504 exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future Internal Revenue Code.

**2. Use of funds.**

ILA will use the funds only for the purposes identified in Section A.

**3. Finances and accounting.**

At the close of each fiscal year for the duration of this Agreement, ILA will prepare an audit and accounting of the funds paid to it under this Agreement consistent with its usual audit and accounting procedures. It will deliver this audit and accounting to the Council no later than the next Council meeting after it is completed.

**4. Reports.**

ILA will give the Council semi-annual written reports describing the services it has provided using the awarded funds, the number of individuals to whom it has provided them, the types of matters on which the services were provided, and other matters as the Council may reasonably require. The first report is due 270 days after ILA receives the first payment. Subsequent reports are due every 180 days and must describe both ILA's use of the funds in the most recent semi-annual period and its use of the funds to date. The final report is due on April 1, 2027.

**5. Compliance with laws.**

ILA and all personnel performing services under this Agreement will comply with all applicable federal, state, foreign, and local laws, rules, regulations, and procedures, ordinances, codes, and orders when performing within the scope of this Agreement. These include, for example, laws and regulations related to discrimination in employment or furnishing services, prevailing wages, occupational safety and health standards, business permits and registrations, payment of taxes, lobbying, and use of targeted small businesses as subcontractors or suppliers.

**6. Indemnification.**

ILA will indemnify the Council for all claims and costs of every sort arising out of ILA's performance under the Agreement.

**F. Termination.**

**1. By completion of Agreement.**

The Agreement terminates once the Council has received the final audit, accounting, and reports required under Section E.

**2. By the Council.**

- a. The Council may terminate this Agreement upon written notice if ILA is not complying with the terms of this Agreement. Before doing so, it must give ILA written notice of its intention to do so. Once it does so, ILA will have 60 days to correct the non-compliance stated in the Council's notice. If ILA has not corrected the non-compliance at the end of that period, the Council may terminate the Agreement with 30 days' written notice.
- b. If the Council has given ILA written notice of non-compliance or its intent to terminate, its obligation to make additional payments under this Agreement is suspended. The Council must make a suspended payment within 30 days of ILA's cure if ILA cures a noticed non-compliance.

**3. By ILA.**

ILA may terminate this Agreement for any reason by giving 30 days' written notice to the Council.

**4. Post-termination obligations.**

- a. ILA must comply with the requirements in Sections E.2–E.4 even if one of the parties has terminated the Agreement.
- b. If either party terminates the Agreement, ILA must return unspent funds to the Council for deposit in the Civil Reparations Trust Fund.
- c. If the Council terminates the Agreement, it will reimburse ILA for ILA's costs to fulfill its legal obligations to individuals to whom ILA, when it receives the notice of termination, is providing services using the awarded funds.

**G. Recapture.**

If ILA breaches or terminates this Agreement, the Council may recapture funds disbursed under the Agreement. If ILA uses funds awarded under this Agreement for an improper purpose, the Council may allow ILA to repay the amount within 30 days of notification. It may also withhold further payments or deduct the improperly used amount from a subsequent payment. The Council's choice to allow ILA to repay, to withhold, or to deduct does not waive its right to terminate the Agreement for ILA's non-compliance, either for that non-compliance or a future one.

**H. Assignment.**

ILA may not subcontract, assign, or transfer any of its responsibilities under this Agreement without the Council's approval.

**I. Independent contractor status.**

ILA and all of its employees and agents are independent contractors and not employees of the Council or the State of Iowa. ILA's personnel are not eligible for State of Iowa employee benefits. ILA, not the State of Iowa, is responsible for withholding taxes on amounts paid to its personnel.

**J. Choice of law and forum.**

This Agreement and disputes related to it are governed by the laws of the State of Iowa (except those related to choice of law). All disputes arising from or related to this Agreement must be brought in Polk County District Court for the State of Iowa, which is the exclusive jurisdiction and venue for resolving those disputes. This agreement to choice of law, jurisdiction, and venue does not waive any immunity, to suit or to damages, in state or federal court, that the Council or the State of Iowa may have.

**K. Notice.**

Unless otherwise designated by a party, communications or notices under or related to this Agreement must be delivered to the representative here designated:

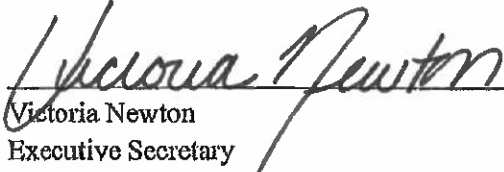
<i>To the Council:</i>	<i>To ILA:</i>
Victoria Newton	Nick Smithberg
1007 E. Grand Ave., 1st Floor	666 Walnut St., Floor 25
Des Moines, IA 50319	Des Moines, Iowa 50309
<a href="mailto:ExecutiveCouncil@tos.iowa.gov">ExecutiveCouncil@tos.iowa.gov</a>	<a href="mailto:nsmithberg@iowalaw.org">nsmithberg@iowalaw.org</a>
(515) 281-5368	(515) 243-2980, ext. 1650

**L. Complete agreement.**

This Agreement is the complete understanding of the parties, and there are no separate or ancillary oral agreements between them related to the subject of this Agreement. All amendments to this Agreement must be in writing to be effective.

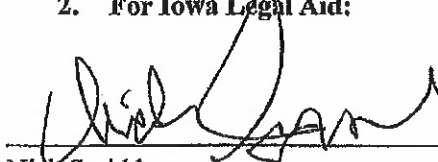
**M. Execution.**

**1. For the Executive Council:**

  
Victoria Newton  
Executive Secretary


1-24-24  
Date

**2. For Iowa Legal Aid:**

  
Nick Smithberg  
Executive Director

1/22/24  
Date

**Approved by:**

  
Kevin Protzmann  
Iowa Attorney General's Office