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).

A. Purpose.

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

B. Duration.

2. This Agreement shall extend from August 31, 2026, until final resolution of the case, unless terminated by the parties as set forth in this Agreement.

C. Scope.

3. Assignment of specific legal matters to Outside Counsel shall be as authorized by the Department within the scope of this Agreement.
4. Outside Counsel agrees to investigate, prosecute, defend, and attend to the legal matters described in this Agreement in a careful, diligent and skillful manner.
5. 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 furnished to and approved by the Department or its designee.

D. Definitions.

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

E. Payment.

7. Legal services by Outside Counsel shall be performed by Ryan Clark, who shall be paid at the rate of $175.00 per hour for the services performed.

8. Outside Counsel shall be reimbursed for miscellaneous expenses incurred as a reasonable and necessary incident to the provision of legal services.

9. Outside Counsel shall bill the State promptly each month for services performed and 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: Kristi Onstot, 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 in the bill; (ii) comply with all applicable laws, rules, and procedures concerning payment of such fees, charges, or other claims; and (iii) contain all other information reasonably requested by the Department.

10. Subject to the terms of this Agreement, the State shall pay all approved bills in arrears in conformance with applicable laws and rules. Payments under this Agreement shall be made solely from, and are contingent upon the availability of, the General Fund.

F. Assignment

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

G. Termination

12. Either party may terminate this Agreement 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.

H. Compliance With Laws.

13. Outside Counsel 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. This includes without limitation, laws prohibiting employment discrimination; state administrative rules regarding equal employment opportunity and affirmative action; laws relating to prevailing wages, occupational safety and health standards, business permits and registrations, taxes, gifts, and lobbying laws; and laws relating to the use of targeted small businesses as subcontractors or suppliers.

I. Independent Contractor.

14. Outside Counsel and its personnel performing services under this Agreement are independent contractors and shall not, under any circumstances or for any purposes, be considered employees or agents of the State of Iowa or the Department. Outside Counsel personnel performing services under this Agreement are not eligible for State of Iowa employee benefits, including, but not limited to, retirement benefits, insurance coverage, or the like. The Department will not withhold taxes on behalf of any Outside Counsel personnel unless required by law.

J. No Conflict of Interest.

15. Outside Counsel represents, warrants, and covenants that neither it nor its partners, associates, employees, and agents have or will acquire any direct or indirect interest, including the representation of any other client, that would conflict in any way with the representation or services provided under this Agreement. This Agreement shall not disqualify Outside Counsel 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.

K. Choice of Law and Forum.

16. This Agreement and disputes arising from or related to it are governed by the laws of the State of Iowa without regard to the choice of law provisions of Iowa law. The exclusive forum for proceedings arising from or related to this Agreement, is the District Court for Polk County, Iowa.

17. This stipulation of an exclusive forum for dispute resolution shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa or to the Department.

APPROVED BY:

Ryan Clark
the Patterson Law Firm, L.L.P.

10/5/2026
Date

Steven Blankinship
Chief Deputy Attorney General
Iowa Department of Justice

10/06/2026
Date

Kristi Onstot
Executive Council

10/7/2026
Date