

AGREEMENT FOR OUTSIDE COUNSEL

This Agreement is entered into between the Iowa Finance Authority (the Authority) and the Weinhardt Law Firm, 2600 Grand Avenue, Ste. 450, Des Moines, Iowa 50312 (Outside Counsel).

PURPOSE

Upon the request of the Authority and pursuant to Iowa Code § 16.5(1)(o), Outside Counsel is retained to conduct an investigation as described below.

DURATION

This Agreement shall extend from the execution date until final resolution of the investigation and preparation of a report (Report), unless terminated by the parties pursuant to the terms set forth in this Agreement.

SCOPE

1. Outside Counsel will conduct an investigation relating to the following: (1) the facts concerning and relevant to the conduct of former Authority Director David Jamison that led to the termination of his employment with the Authority; (2) any incidents or conduct during Mr. Jamison's tenure as Director that were similar in nature to the conduct that led to the termination of his employment with the Authority; and (3) the degree to which inappropriate conduct of Mr. Jamison was known within the Authority or elsewhere in state government and the response or lack thereof to that conduct.
2. Outside Counsel agrees to investigate the matters described in this Agreement in a careful, diligent and skillful manner.
3. Outside Counsel further agrees that any report (Report) resulting from its investigation shall be provided to the Authority Board of Directors, the Governor, and the Attorney General. Outside Counsel acknowledges that any final Report will be a public record under Iowa Code chapter 22. To encourage candor and cooperation in the investigation, Outside Counsel, in preparing the Report, agrees to take steps to protect the identity of employees, including victims of any alleged sexual harassment or other cooperating witnesses to the extent allowed by Iowa Code §§ 22.7(11)(a), 22.7(18), or other provisions of law.

DEFINITIONS

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

PAYMENT

1. Services by Outside Counsel shall be performed by the following individuals, who shall be paid at the indicated rates per hour for the services performed: Mark Weinhardt (\$350); Danielle Shelton (\$320); Todd Lantz (\$295); David Fautsch (\$250); Elisabeth Archer (\$175); and paralegals employed by the Weinhardt law firm (\$150).
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 Authority promptly each month for any services performed and any miscellaneous expenses incurred. Bills shall be submitted to the Interim Executive Director of the Iowa Finance Authority prior to payment. Bills shall be sent to the attention of: Carolann Jensen, Iowa Finance Authority, 2015 Grand Avenue, Des Moines, Iowa 50312. 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 Authority. Subject to the terms of this Agreement, the Authority 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, Authority funds.

ASSIGNMENT

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

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 Authority 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 Authority in its sole discretion.

COMPLIANCE WITH LAWS

Outside Counsel and all partners, associates, employees, and agents of the Weinhardt Law Firm 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 partners, associates, employees, and agents of the Weinhardt Law Firm shall not, under any circumstances or for any purposes, be considered employees or agents of the State of Iowa or the Authority. Partners, associates, employees, and agents of the Weinhardt Law Firm 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 Authority shall not withhold taxes on behalf of any partners, associates, employees, and agents of the Weinhardt Law Firm unless required by law.

NO CONFLICT OF INTEREST

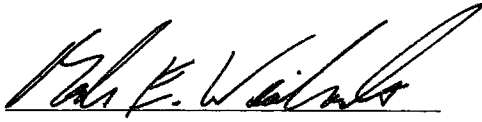
Outside Counsel represents warrants and covenants that the partners, associates, employees, and agents of the Weinhardt Law Firm have no interest and shall not acquire any direct or indirect interest, including the representation of any other client, that would conflict in any manner or degree with the legal representation or the services provided under this Agreement. This Agreement shall not disqualify the Weinhardt Law Firm 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, provided, however, that the Weinhardt Law Firm shall not engage in any representation that is adverse to the Iowa Finance Authority during the term of 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 Authority.

APPROVED BY:



Mark Weinhardt, Outside Counsel
The Weinhardt Law Firm

4/20/18
Date

Carolann Jensen
Interim Executive Director
Iowa Finance Authority

Date