

## **AGREEMENT FOR SPECIAL COUNSEL**

This Agreement is entered into between the Iowa Department of Justice (the Department) acting on behalf of Iowa PBS and Gray Miller Persh, 2233 Wisconsin Ave., NW, Suite 226, Washington, DC 20007 (Special Counsel).

### **PURPOSE**

Upon the request of Iowa PBS, the recommendation of the Department and the authorization of the Executive Council pursuant to Iowa Code § 13.7, Special Counsel is retained to advise and represent Iowa PBS on matters relating to the Federal Communications Commission (FCC).

### **DURATION**

This Agreement shall extend from April 1, 2026, to March 31, 2029, unless terminated by the parties pursuant to the terms set forth in this Agreement. The Department and Iowa PBS will have the option of renewing this Agreement for an additional three (3) year term by giving Special Counsel written notice of its intention to renew at least thirty (30) days prior to the end of the then current term.

### **SCOPE**

Special 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 Special Counsel shall be as authorized by Iowa PBS.

### **DEFINITIONS**

For the purposes of this Agreement miscellaneous expenses are defined as filing fees, copying fees, telephone charges, facsimile charges, postage and such additional expenses to which both parties agree.

### **PAYMENT**

1. Special Counsel shall be paid at a rate of \$475.00 per hour until March 31, 2029. If this Agreement is renewed at the option of the Department and Iowa PBS pursuant to the terms stated under DURATION, the renewal shall be at the rate of \$495.00 per hour.
2. Special Counsel shall be reimbursed for reasonable and necessary miscellaneous expenses that are incurred incident to the provision of legal services.
3. Special Counsel shall bill the State promptly each month for services performed and any miscellaneous expenses incurred. Bills shall be submitted to Iowa PBS at [accounts.payable@iowapbs.org](mailto:accounts.payable@iowapbs.org). After reviewing for accuracy, Iowa PBS shall submit the bill to the Executive Council for approval. After Executive Council approval, Iowa PBS shall process the payment.

All bills shall be paid in arrears and in conformance with applicable laws and rules. All bills submitted by Special 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 or Iowa PBS.

4. Payments pursuant to this Agreement shall be made from, and are contingent upon, the availability of funds of Iowa PBS.

#### ASSIGNMENT

Special 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 Special Counsel written notice of any of the following: (i) if any funds needed to compensate or make payment to Special 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; or (ii) if the authority of Iowa PBS to continue activities for which legal services are necessary is repealed, canceled, withdrawn or materially altered or modified.

#### COMPLIANCE WITH LAWS

Special Counsel and all shareholders, partners, associates, employees, and agents of Gray Miller Persh, LLP performing services under this Agreement (Personnel) 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 the use of targeted small businesses as subcontractors or suppliers.

#### INDEPENDENT CONTRACTOR

The status of Special Counsel and Personnel shall be that of an independent contractor. Special Counsel and Personnel shall not, under any circumstances or for any purposes, be

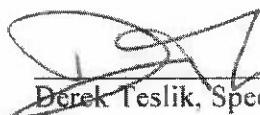
considered employees or agents of the State of Iowa, the Department or Iowa PBS. Special Counsel and Personnel are not eligible for any State of Iowa employee benefits, including, but not limited to, retirement benefits or insurance coverage. The State of Iowa shall not withhold taxes on behalf of Special Counsel and Personnel, unless required by law.

#### NO CONFLICT OF INTEREST

Special Counsel represents warrants and covenants that Special Counsel and Personnel do not have any 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 Special Counsel or Personnel from continuing to represent other clients in unrelated matters adverse to the State of Iowa, state agencies, or governmental subdivisions, whether ongoing at the time of this Agreement or undertaken thereafter.

#### 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, the Department, or Iowa PBS.



Derek Teslik, Special Counsel  
Gray Miller Persh, LLP



Steve Blankinship  
Chief Deputy Attorney General  
Iowa Department of Justice

#### APPROVED BY:



Kristi Onstot  
Executive Secretary  
Iowa Executive Council