



Ahlers & Cooney, P.C.
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April 28, 2026

Via E-Mail and U.S. Mail

<p>Ms. Jessica Visser City Clerk/Treasurer City of Earlham 140 S Chestnut Avenue, P.O. Box 518 Earlham, IA 50072 earlhamcityhall@earlhamiowa.org</p>	<p>Mr. Steve Kaster Superintendent Earlham Community School District 535 N Chestnut Avenue, P.O. Box 430 Earlham, IA 50072-0430 skaster@ecsdcards.com</p>
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RE: Joint Legal Representation Relating to Recreation Park 28E Agreement Amendments

Dear Ms. Visser and Mr. Kaster:

Our Firm has been asked to represent the City of Earlham (the "City") and Earlham Community School District (the "District") with respect to the drafting of amendments to a 28E agreement between the City and the District related to the shared Recreation Park (the "Agreement"). As you know, our Firm has an existing client relationship with the City and the District. Accordingly, we cannot represent, advocate, or negotiate on behalf of the City or the District against the other in the same matter. With waivers from the City and the District of any potential conflict of interest which may exist in connection with the above referenced Agreement, we can serve in the limited role of scrivener for documents related to the Agreement and adviser on general matters related to the Agreement. We understand the City and the District have already negotiated, or will independently negotiate, the terms of the amendments to the Agreement. As such, we will assist with memorializing the terms of the amendments to the Agreement determined by the City and the District.

In the course of drafting documents, we may identify categories of customary terms you have not addressed, in which case we will suggest that the two parties coordinate and let us know what specific terms the parties have mutually agreed upon. We may also include routine or customary terms with no intent of favoring either party over the other. Any such terms can be questioned by either of you and, as with all terms in the documents we prepare related to the Agreement, are subject to mutual agreement between the City and the District and can be revised by either party.

Of course, there may be some conflicts which cannot be waived. In the event there are actual disagreements of substance or content between the City and the District with respect to the

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Agreement, we must decline to advise any party as this would create a conflict of interest. Our Firm's representation of either party in the negotiation of the terms of the contemplated Agreement would be directly adverse to the interests of the other, which we cannot do. We would expect the City Attorney and School District Attorney to handle any conflict in negotiation of terms of the Agreement. Should an issue arise for which the City and the District cannot reach agreement on their own, we would need to withdraw from the representation and the City and the District would need to hire separate counsel.

Neither party should assume that anything you say to us will be held in confidence from the other as we will have a legal and ethical duty to tell the other anything that one party tells us in confidence; but only if it has any relevancy at all to the legal issues at hand. In fact, failure to reveal such information to the other party would be a violation of the joint attorney-client relationship. ***In other words, your conversations with us are not privileged as between the two of you on this matter.*** If you want independent advice or wish to be able to discuss matters in complete privacy, you both will need separate counsel or will need to consult your respective City Attorney or School District Attorney.

We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the City or the District in this matter in the limited manner described herein. Although we are asking the City and the District to approve our joint representation of the City of Earlham and Earlham Community School District in this matter, neither party is obligated to do so. We are pleased to answer any further questions either party may have about this matter. Although neither party is required to do so, each party may each seek the advice of a lawyer outside of our Firm if they have any questions or concerns about whether they should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter via email or informing us that your respective City Council and School Board has declined to approve this arrangement. A separate engagement letter for legal services is expressly conditioned upon both parties approving this waiver letter.

Very truly yours,

AHLERS & COONEY, P.C.



Maria E. Brownell

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The City Council of the City of Earlham hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the City of Earlham and Earlham Community School District with respect to the drafting of amendments to the shared Recreation Park 28E Agreement between the City of Earlham and Earlham Community School District.

Dated this ____ day of _____, 2026.

City of Earlham, Iowa

By: _____
Mayor

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The School Board of Earlham Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the City of Earlham and Earlham Community School District with respect to the drafting of amendments to the shared Recreation Park 28E Agreement between the City of Earlham and Earlham Community School District.

Dated this ____ day of _____, 2026.

Earlham Community School District

By: _____
Superintendent