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March 17, 2026

Sent via email: degner.matt@iowacityschools.org

Matt Degner

Superintendent

Iowa City Community School District

2255 N. Dubuque Rd.

Iowa City, Iowa 52245

RE: Conflict Waiver Request – Conveyance of Real Property

Dear Superintendent Degner:

We have been asked to represent the Iowa City Community School District (the “District”) in a real estate transaction involving the City of Iowa City, Iowa (the “City”). Our firm currently represents the City on certain other matters, including public finance (“Adverse Representations”). The purpose of this letter is to inform you that this representation will present an ethical conflict of interest for our firm, and to seek the consent of the District before proceeding with the work.

While this work is not within the scope of our Adverse Representations, this representation is a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. From a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, but our firm’s representation of the District related to the matter with the City will be directly adverse to the City because they are concurrent representations.

The state’s ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the District to allow us to proceed. We will be seeking the same consent from the City.

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Please be aware that the Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any confidential information that we may have acquired about either party to the other in our prior or ongoing representation of the parties.

In deciding whether to consent, you should consider how our representation as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our Firm if you have any questions or concerns about whether you should sign this conflict waiver.

Please feel free to contact me with any questions or concerns. If the District consents to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

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The Iowa City 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 Iowa City Community School District with respect to the above-referenced transaction despite the separate Adverse Representations with the City of Iowa City, Iowa.

Dated this _____ day of _____, 2026.

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: _____
Board President

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