



CITY OF PANORAMA PARK

RESOLUTION 2025 - 13

November 13, 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JENNY L. JUEHRING FOR CITY ATTORNEY SERVICES FOR THE CITY OF PANORAMA PARK, IOWA

WHEREAS, the City Council of the City of Panorama Park, Iowa, has appointed Jenny L. Juehring as City Attorney pursuant to Resolution No. 2025-12 and Iowa Code § 372.13(4); and

WHEREAS, Iowa Code § 364.4(4) and the City's purchasing policies authorize the City to enter into professional services agreements for legal counsel without competitive bidding; and

WHEREAS, the City Council has negotiated the terms of a Professional Services Agreement with Jenny L. Juehring (the "Attorney") to provide legal services as City Attorney; and

WHEREAS, a copy of the proposed Professional Services Agreement is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the City Council finds that the terms of the Agreement, including compensation, scope of services, and duration, are fair, reasonable, and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANORAMA PARK, IOWA, AS FOLLOWS:

Section 1. The Professional Services Agreement between the City of Panorama Park, Iowa, and Jenny L. Juehring, in substantially the form attached hereto as **Exhibit A**, is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute the Professional Services Agreement on behalf of the City, together with such additional documents as may be necessary to carry out the intent of this Resolution.

Section 3. The Agreement shall be effective November 13, 2025, and shall continue for a term of one (1) year, with an option to renew upon mutual written agreement and approval by the City Council.

Section 4. Compensation shall be paid in accordance with the fee schedule set forth in the Agreement, not to exceed \$265.00 per hour unless amended by subsequent resolution.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 13th day of November, 2025, by the City Council of the City of Panorama Park, Iowa.

[Redacted Signature]
Ronald D. Rice, Mayor

ATTEST:

[Redacted Signature]
Christopher Gilbert, City Clerk/Treasurer

I. Foltz absent

J. Krause aye

S. Perry aye

S. Rice aye

D. Smith aye

**PROFESSIONAL SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF PANORAMA PARK, IOWA**

This Contract Services Agreement for City Attorney Services (this “Agreement”) is effective as of the 13th day of November, 2025, by and between the law firm of LANE & WATERMAN, LLP, an Iowa limited liability partnership (“L&W”), and the CITY OF PANORAMA PARK, IOWA (the “City”), an Iowa municipal corporation. The term “City” shall also include all City boards and commissions.

1. APPOINTMENT

City Council hereby appoints L&W to render legal services as are customarily rendered by its city attorneys and corporation counsel and as further specified herein, including attending meetings of the City Council and all other City boards and commissions and their affiliated agencies, as directed by the City Council.

2. SCOPE OF WORK AND DUTIES

A. Except as otherwise set forth in this Agreement, L&W shall perform any and all work necessary for the provision of legal services to City, as set forth in the Panorama Park Code of Ordinances, including, but not limited to, the following:

(i) attend City Council and other board and commission meetings on request of the City Council; and

(ii) provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, boards, commissions, committees, officers, and employees of City and as requested by the City Council in accordance with such policies and procedures as may be established by City from time to time; and

(iii) be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iv) prepare or review necessary legal documents; and

(v) represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that L&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to L&W and L&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) hold office hours at City Hall, if requested, at a time agreed to with City Council; and

(vii) attend management staff and agenda review meetings at a time agreed to with City Council; and

(viii) supervise outside legal services, if any.

B. L&W, as a full-service law firm, is prepared to, and will, provide representation to the City in all of its legal affairs, except where conflicts exist or where the City Council may otherwise direct. L&W shall represent the City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

C. L&W will keep the City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. L&W is expected to manage, control and oversee the delivery of legal services in a competent and professional manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by L&W.

D. All legal services shall be coordinated with the City Council or Mayor. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign a legal matter of the City from or to L&W.

3. CITY DUTIES

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for L&W to effectively render its professional services under this Agreement. The City further agrees to abide by this Agreement, and to timely pay L&W's bills for fees, costs, and expenses. Insofar as possible and unless L&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of the City requiring the rendition of legal services shall be performed by L&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of the City from or to L&W.

4. PERSONNEL

L&W will provide the following additional attorneys to render the predominate legal services hereunder:

Jenny L. Juehring

Assignments may be modified as provided in Section 1 above and except as so provided, L&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services.

5. COMPENSATION

As legal fees for the services provided under this Agreement, beginning November 13, 2025, the City will pay an hourly rate as follows:

\$265/hour for partners
\$220/hour for associates
\$180/hour for paralegals

In addition to the fixed fee above, the City shall reimburse L&W for all other costs and expenses incurred by L&W in performing services under this Agreement.

6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of L&W, its partners, associates, and employees, was a substantial inducement for the City to enter into this Agreement. Therefore, L&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the City. Adding attorneys to L&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

7. INDEPENDENT CONTRACTOR

L&W shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither L&W nor any employees or agents of L&W shall be considered an employee of the City for any purpose. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which L&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of L&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

8. INDEMNIFICATION

L&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Damages") that may be asserted or claimed by any person, firm or entity arising out of or in connection with any negligent or willful act or omission of L&W arising from L&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement; provided, that such obligation is only to the extent L&W caused the Damages.

The City acknowledges that L&W is being appointed to perform services of city attorney and corporation counsel and has the authority of that office. Accordingly, the City is responsible pursuant to Iowa Code § 670.8 for providing a defense for L&W for actions within the scope of its engagement hereunder. Therefore, the City agrees to undertake its statutory duty to indemnify L&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of L&W within the course and scope of its employment hereunder, but nothing herein shall require the City to indemnify L&W for liability arising from L&W’s own negligence, tortious acts, willful misconduct or legal malpractice. Nothing in this Agreement shall be construed to provide L&W with greater indemnification than required by Iowa Code § 670.8. In connection herewith:

A. City will promptly provide a defense and pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of the City hereunder except as specified above; and

B. In the event L&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the City for such damages or other claims solely arising out of or in connection with the work operation or activities of the City hereunder, the City agrees to pay to L&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

9. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect from November 13, 2025 unless otherwise terminated. The City may discharge L&W at any time. L&W may withdraw from the City’s representation at any time, to the extent permitted by law, and the Rules of Professional Conduct. In the event of such discharge or withdrawal, the City will pay L&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit L&W to withdraw as the City’s attorneys of record in any legal action then pending. L&W shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City’s new counsel.

10. CONFLICTS

L&W represents, and the City acknowledges, that it has advised the City prior to the date of signing of this Agreement of any known relationships with a third party, the City Council or City employees which would: (i) present an actual conflict of interest with the rendering of professional services under this Agreement; (ii) prevent L&W from performing the terms of this

Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

L&W has no present or contemplated employment which is adverse to the City. L&W agrees that it shall not represent clients in litigation matters against the City. However, L&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the City, and L&W reserves the right to represent such clients in matters not connected with its representation of the City, upon securing a waiver from both the City and the present or future client, which waiver the City agrees to provide.

11. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Iowa. In the event of any dispute hereunder, forum shall be Scott County, Iowa.

12. INTEGRATED AGREEMENT, LEGAL REVIEW AND AMENDMENT

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. The City has been advised by L&W of its right to have independent legal review of this Agreement and has not sought or relied upon advice from L&W concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13. LICENSE REQUIREMENTS

L&W shall demonstrate that the attorney(s) who provide legal services to the City under this Agreement are licensed to practice law in the State of Iowa and, if not, indicate to the satisfaction of the City Council or the City Administrator why such license is not required to perform the services required.

14. CONFIDENTIALITY AND DISCLOSURE

Subject to applicable law, the data, information and reports acquired or prepared by L&W in connection with matters upon which the City has retained L&W shall not be shown or distributed to any other public or private person or entity except as authorized by the City Council, and in no event prior to having been first disclosed to the City Council. All information, documents, records, reports, data or other materials furnished by the City to L&W or other such information, documents, records, data or other materials to which L&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of the City. L&W shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Administrator.

15. ASSIGNMENTS AND SUCCESSORS IN INTEREST

The City and L&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Council.

16. NO WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

18. TERMS OF ENGAGEMENT

Except as otherwise set forth herein, L&W's Standard Terms of Engagement attached hereto as Exhibit A will supplement the terms and provisions of this Agreement. If there is a conflict between the Standard Terms of Engagement and this Agreement, the Standard Terms of Engagement shall control.

[The remainder of this page is intentionally blank. The signature page follows.]

[REDACTED]

Jenny L. Juehring, on behalf of Lane & Waterman LLP

[REDACTED]

Mayor Ronald D. Rice, on behalf of the City of Panorama Park, Iowa