

RESOLUTION APPROVING LETTER OF ENGAGEMENT WITH BRICKER & ECKLER IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN FINANCE RELATED MATTERS INCLUDING THE LODGE AND CONFERENCE CENTER AT GENEVA ON THE LAKE

WHEREAS, Ohio Revised Code Section 309.09(C) allows the Board of County Commissioners to employ an attorney other than the prosecuting attorney of the county, without the authorization of the court of common pleas, for a particular matter or on an annual basis, to represent the board in its official capacity and to advise it on legal matters; and

WHEREAS, this Ashtabula County Board of Commissioners approves the Letter of Engagement and authorizes Bricker & Eckler, LLP to provide legal services relating to finance related matters to include the Lodge and Conference Center at Geneva on the Lake, at a cost not to exceed \$15,000.00; now

THEREFORE, BE IT RESOLVED, By the order of the Board of Commissioners of Ashtabula County, the services of Bricker & Eckler, LLP shall be retained for legal matters regarding the Lodge and Conference Center at Geneva on the Lake in an amount not to exceed \$15,000.00. The cost of same shall be borne by the Ashtabula County Board of Commissioners.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-103

February 07, 2023

RESOLUTION APPROVING LETTER OF ENGAGEMENT WITH BRICKER & ECKLER IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN FINANCE RELATED MATTERS INCLUDING THE LODGE AND CONFERENCE CENTER AT GENEVA ON THE LAKE

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



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Partner
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January 23, 2023

PRIVILEGED AND CONFIDENTIAL

Janet Discher, County Administrator
Ashtabula County Commissioners
25 W. Jefferson Street
2nd Floor Old Courthouse
Jefferson, Ohio 44047

Re: Terms of Engagement – Finance Matters

Dear Janet:

We are pleased that you have asked Bricker & Eckler LLP to represent the County of Ashtabula, Ohio (the “County”) with respect to various finance related matters, as determined by the County from time to time. These matters may include, but are not limited to legal counsel related to the County’s receipt of \$13,950,000 from the State of Ohio for the purpose of retiring any outstanding debt obligations on the Geneva Lodge and Convention Center (the “Lodge”) with any funds in excess of the outstanding debt to be used by the Ashtabula County Commissioners to pay costs of deferred maintenance on the Lodge (collectively, the “Matter”).

As I have mentioned, on April 3, 2023, our firm is merging with the Graydon firm in Cincinnati, and the new firm will be Bricker Graydon LLP. By signing this engagement letter, the County is agreeing that, unless directed otherwise in writing, this engagement will continue with Graydon Bricker LLP and will be subject to the same terms set forth herein.

Scope of Representation

One of the purposes of this letter is to set forth the scope and nature of our engagement and the terms and conditions of our representation of the County. I will be the representative of our firm primarily responsible for representing the County’s interests on the Matter. Please note, however, that Bricker & Eckler prides itself in providing service as a team, and, as such, I will retain the discretion in the exercise of my professional judgment to assign portions of the work to attorneys and assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while I may refer certain matters to other attorneys and assistants based on their individual knowledge and experience, I will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or assistant to which the Matter is assigned.

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Billing Arrangement

We render our statements on a monthly basis, and we find that most clients appreciate receiving statements every month. The statements break out the disbursements incurred on your behalf. Disbursements include long distance telephone charges, delivery charges, reproduction costs, fax charges, filing fees, travel expenses and other related costs incurred in the performance of our services. Our Firm's policy regarding disbursements and other matters is attached to this letter as **Exhibit A**. In some circumstances, we will also charge for secretarial overtime when documents must be produced under unusual time constraints.

The principal factors in determining our fees will be the time and effort devoted to the Matter and the hourly rates of the lawyers and assistants involved. We believe our hourly billing rates for attorneys and assistants are competitive with other major firms in the primary Ohio markets. Depending upon the special expertise and amount of experience involved, our institutional hourly rates range from \$615 per hour for our most experienced partners to \$255 per hour for our most junior lawyers. Our hourly rates for assistants range from \$245 to \$260 per hour, again depending upon the expertise and experience of those involved. My current hourly rate is \$490 per hour. The hourly rates of our professionals are periodically reviewed and adjusted to reflect the current cost and expertise of delivering comparable legal services. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

Conflicts

Relative to conflict matters, we will perform a conflict check for each specific project with which we assist the County. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between you and another client that we represent, or a transaction in which your interests do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to the work described in this letter, even if the interests of such clients in other matters are directly adverse to you.

In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work with the County, (2) our representation of the other client does not involve the use, to the disadvantage of you, of any of your confidential information that we have obtained as a result of our representation of you, and (3) we reasonably believe we will nonetheless be able to competently and diligently serve both you and the other client on the different matter. Our representation of the County on the work outlined in this letter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients. Please understand that, by executing this engagement letter, you are waiving any right to object to such representation now or in the future.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent your interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation and/or

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previous relationship with other clients relative to your Matter, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of your interests, or refer that particular matter out to other counsel to handle.

Our firm is very sensitive about ethical concerns, and we always want to make sure that our clients understand the ramifications of our representation. Please rest assured that we will not undertake a matter that is adverse to your interests and for which a waiver is required without first consulting with you.

Other Matters

We understand that our client for purposes of this representation is the County, and not any of their individual officer holders or staff members. If the County would wish to retain our services for a particular matter on terms different from those discussed in this letter, we would prepare an additional letter similar to this one; absent any other special arrangements, all other work done by us would be on the same terms and conditions set forth herein.

Closing

If at any time you have questions concerning this engagement letter, including the Standard Terms of Representation in Exhibit A hereto, or concerning the manner in which we are conducting our relationship with you, please do not hesitate to contact me. Please indicate your acceptance of the terms of this letter and the Standard Terms of Representation by signing and returning a copy of this letter. On behalf of Bricker & Eckler LLP, we would like to express our appreciation for asking us to serve the County. We look forward to being of service to you.

BRICKER & ECKLER LLP

By: *Catherine Swartz*
Catherine Swartz, Partner

Accepted and Approved:

COUNTY OF ASHTABULA, OHIO

By: *[Signature]*

Title: *President*

Date: *February 7*, 2023

Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. We will bill you for photocopies at 20 cents per page.

Outside Computer Research (Lexis® or Westlaw®). We will bill at standard Lexis® or Westlaw® rates.

Filing Fees. We will bill you the charges incurred by the Firm.

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Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (FedEx, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Facsimile. We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Electronically Stored Information (ESI). We will bill you for electronically stored information (ESI) collected and/or maintained during the course of engagement for litigation, public records requests or case analysis purposes.

The fee structure will be:

1. 25 GB or less is \$250 month
2. 26 GB and over is \$500 month

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted manner. You agree to the encryption of these documents to maintain their security and confidentiality.