

**RESOLUTION APPROVING ENGAGEMENT AGREEMENT WITH BRICKER GRAYDON AND ASHTABULA COUNTY, OHIO FOR THE ASHTABULA COUNTY PUBLIC SAFETY CENTER (JAIL) CONSTRUCTION LEGAL COUNSEL**

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

**Provider:** Bricker Graydon LLP, 100 South Third St. Columbus, OH 43215

**Service:** Will serve as construction legal counsel for procurement and contract documents relating to the Ashtabula County Public Safety Center (jail) project. This includes the development of the Request for Qualifications, Request for Proposals, first draft of contract documents for the CMR and all other relevant legal documents to facilitate procurement in accordance with Ohio law. May include (if requested) attendance at meetings and interviews, negotiation of the terms the CMR agreement with the selected CMR, CMR agreement revisions and review the CMR's GMP proposal at discounted hourly rates.

**Cost:** Not to Exceed, \$45,000.00 (\$40,000 fixed fee, additional work discounted hourly rate up to \$5,000)

**Term:** Begins upon signing and end upon the completion of services for the matter

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement is approved in accordance with the copy now on file in this office.

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. 2025-438**

**October 16, 2025**

**RESOLUTION APPROVING ENGAGEMENT AGREEMENT WITH BRICKER  
GRAYDON AND ASHTABULA COUNTY, OHIO FOR THE ASHTABULA COUNTY  
PUBLIC SAFETY CENTER (JAIL) CONSTRUCTION LEGAL COUNSEL**

**Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**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.



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



Bricker Graydon LLP  
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Columbus, OH 43215  
614.227.2300 Office  
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Laura J. Bowman  
Partner  
614.227.4842 Direct Phone  
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October 2, 2025

Via Email (lhawkins@ashtabulacounty.us)

Ashtabula County Commissioners  
c/o Lisa Hawkins, Clerk of the Board  
25 W. Jefferson St.  
Jefferson, OH 44047

Re: Engagement Letter for Jail Project Construction Legal Counsel

Dear Commissioners Kozlowski, Whittington, Ducro:

We are very pleased that Bricker Graydon LLP (the “Firm”) has been asked to serve as construction legal counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you.

The Ashtabula County Board of Commissioners (the “County”) will be our client in this engagement. Our representation does not extend to any affiliates or related parties of the Client. Accordingly, representation of the Client in this matter will not give rise to a conflict of interest in the event other Firm clients are or become adverse to Client affiliates or related parties.

We understand that the County is our client for purposes of this engagement, and not any individual officers, elected officials or employees of the County. However, while we will be representing the County, we will be looking to you and others designated by the County as our primary contacts.

The Firm is being engaged to represent the County to advise regarding and provide procurement and contract documents relating to the County’s new jail project (the “Project” or the “Matter”). This engagement is limited to assisting and advising the County with regard to this Project and providing various procurement and contract documents to the extent we are authorized and directed to do so by you. However, to the extent we agree to provide additional services and a new engagement letter is not executed, the terms of this letter will apply to the additional services.

Either of us may terminate the engagement at any time, subject on our part to the applicable rules of professional responsibility. Unless previously terminated, or unless we agree to perform additional work for the County, our representation of the County will terminate upon completion of our representation, and sending a final statement for our services. After completion of our representation, changes may occur in laws, regulations or case law that could affect your future rights or liabilities. Unless you engage us and we agree to provide additional services, the Firm has no continuing obligation to advise you with respect to future legal developments.



As you may know, the Firm represents many other clients. In undertaking any representation of a client, we perform a formal conflicts check within our office. Based on our initial conversation with you and our formal conflicts check, we have found no current conflicts with respect to representation of the County for the Project. If at any time during our representation we become aware of a conflict or determine that the representation of the County would conflict with our previous representation or relationship with other clients, we will discuss it with you.

It is our understanding that the County has followed the qualifications-based selection process to engage a design professional, in accordance with Ohio law, however, if requested by the County, we will review, advise regarding, and address the County's design professional procurement and contract documents, at our standard discounted hourly rates.

**Construction Manager at Risk Procurement, Agreement, and Negotiation:** Our basic scope of services will entail developing the Request for Qualifications, the Request for Proposals, the first draft of the contract documents for the CMR, and all other relevant legal documents to facilitate procurement in accordance with Ohio law, for a fixed-fee of \$40,000. Additionally, we will answer questions throughout the selection process, attend meetings and interviews as requested, negotiate the terms of the CMR Agreement with the selected CMR (in consultation with the County), revise the CMR Agreement, if necessary, and review the CMR's GMP Proposal (once the design is sufficiently complete) at our standard discounted hourly rates.

**Other Services:** If asked by the County to provide services such as addressing disputes over the selection process by disgruntled proposers or addressing problems or issues that may arise during or after the Project, we will bill the County at our standard discounted hourly rates.

I will be the attorney primarily responsible for handling this matter and will serve as the contact attorney for you. I may also use other attorneys and paralegals associated with this firm for work on your matters from time to time as necessary and appropriate. Our hourly rates are subject to reasonable, periodic increases.

Please also see the attached Exhibit A "Additional Terms of Engagement" that will govern our representation. If those terms and the foregoing are agreeable, please sign the Acceptance and Agreement below. If we are required to begin providing legal services before you sign below, you are deemed to have accepted the terms of engagement as outlined in this letter and the attached Additional Terms.

On behalf of the Firm, I again express our appreciation that the County has retained us as your construction counsel.

Very truly yours,

BRICKER GRAYDON LLP


Laura J. Bowman  
Partner



AGREED:

ASHTABULA COUNTY, OHIO BOARD OF COMMISSIONERS

By:   
Casey Kozlowski, Commissioner

By:   
Kathryn L. Whittington, Commissioner

By:   
J.P. Ducro, IV, Commissioner

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
April R. Grabman, Ashtabula County Prosecutor

Signature Page

**AGREEMENT TITLE: Engagement Letter for Jail Project Construction Legal Counsel**

**APPROVED as to Legal Form Only.**

Approved by: \_\_\_\_\_



April R. Grabman  
Ashtabula County Prosecutor

Dated: 10/15/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor



## Exhibit A

### **Additional Terms of Engagement**

**Additional Terms as to Scope of Representation.** In addition to the Matter described in the letter, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC.

**Estimates of Fees and Costs.** The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the completion of the Matter. If requested, we will endeavor to estimate the total fee where the nature of the Matter allows us to do so. Any estimate would be provided with the clear understanding that it is not a maximum or a fixed-fee quotation; that the cost will likely be more or less than the estimated amount.

**Disbursements and Third Party Expenses.** In addition to our hourly fees for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

**Invoices and Payments.** Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right,

subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your account. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

**Professional Responsibility and Conflicts of Interest.** The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.

**Advance Consent to Conflicts.** Bricker Graydon represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse.

For example:

- If you have a lending relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various

laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client's interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client's interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

**Client Information and Communications.** So that the Firm's attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result of incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

To facilitate communications between the Client and the Firm, we understand that **the individuals to whom this engagement letter is addressed** shall be the point of contact of the Client and that the Firm is to take direction from this person. If there comes a time when the Firm receives conflicting direction from individuals within the Client, such that the Firm can no longer adequately represent the interests of the Client, the Firm may terminate the representation in this Matter, subject to any approval required by a court or other authority.

**Internal Consultation with Counsel to the Firm.** From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm's representation, you agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.

**Litigation Matters – Litigation Holds.** If our representation in the Matter requires the production of information to another party, whether or not that party is adverse, applicable laws and rules likely require the Firm and the Client to preserve information. Any failure to do so may result in severe financial and procedural consequences. The duty to preserve is generally called a "Litigation Hold." A Litigation Hold requires preservation of both hard-copy and electronically stored information (ESI). It applies to information that exists at the time of the engagement as well as that which is created later.

By signing this letter, the Client agrees and acknowledges the Client's duty to preserve all information, including ESI, relating to the Matter, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under the Client's control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mails, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire

organization and will almost certainly require IT assistance to preserve, or “hold,” the information properly. You acknowledge that you understand Litigation Hold duties.

**Resolving Disagreements.** We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

**Conclusion of Representation.** Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm’s right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the “Client File” to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of the Client Files 5 years after the termination of our representation, unless earlier notice is provided to you.

The Firm’s files pertaining to the Matter will be retained by the Firm after termination. These “Firm Files” include such things as 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. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you (“Client Property”). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Unless previously terminated, Bricker Graydon’s representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.