

RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO EMPLOY THE SERVICES OF DANIEL DANILUK LLC IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER

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, the Ashtabula County Board of Commissioners is employing outside counsel regarding a particular matter, i.e. Real Estate Purchase/Sale/Lease transactions that are large and complex; and

WHEREAS, this Ashtabula County Board of Commissioners authorizes Daniel Daniluk LLC as outside counsel in order to advise the Board in large and complex real estate transactions, at a cost not to exceed \$10,000.00 and with a termination date of December 31, 2021; now

THEREFORE, BE IT RESOLVED, By order of the Board of Commissioners of Ashtabula County, the services of Daniel Daniluk LLC shall be retained for the matter of complex real estate transactions in an amount not to exceed \$10,000.00 with a termination date of December 31, 2021. 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. 2021-403

October 26, 2021

**RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO
EMPLOY THE SERVICES OF DANIEL DANILUK LLC IN ORDER TO ADVISE THE
ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

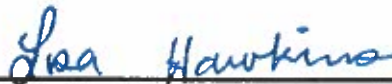
VOTE:

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

**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

DANIEL DANILUK LLC
ATTORNEYS AT LAW

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Attorneys:

Andrew R. Basile
John H. Chaney, III
Daniel P. Daniluk
Douglas W. Ross

September 21, 2021

ASHTABULA COUNTY BOARD OF
COMMISSIONERS
25 West Jefferson Street
Jefferson, Ohio 44047

VIA EMAIL ONLY

RE: ASHTABULA COUNTY REAL ESTATE
PURCHASE/SALE/LEASE TRANSACTIONS

Dear Commissioners:

Daniel Daniluk, LLC (the "Firm") is looking forward to working together with Ashtabula County (the "County" or "client") and you. It is the Firm's standard procedure to confirm with a new client the scope of the services the Firm will provide and the terms by which the Firm will bill fees and expenses. This letter provides that confirmation.

Background

The County currently has several, potential real estate purchase, sale, lease and/or similar transactions (each a "transaction"). The County has a need to engage outside counsel to assist the Civil Division of the Prosecutor's Office on a transaction by transaction basis. The County desires to engage the Firm on a transaction by transaction basis to represent the County, as needed, and work with the Prosecutor's Office.

Fees and Expenses

We will materially reduce our rates to help you on these projects, as you requested. I will charge an hourly rate of \$275.00. Attorney Andrew R. Basile will charge an hourly rate of \$175.00. Attorney Douglas W. Ross will charge an hourly rate of \$250.00. The Firm will charge for paralegal time at various hourly rates from \$50.00 to \$100.00. These rates will not be changed without notice to the County unless there is a general rate increase with respect to all clients. The Firm is not requesting payment of a retainer. The Firm will bill for expenses on a per-item basis. It is the Firm's policy that any significant outside expense be paid by the County and, when

possible and appropriate, the Firm will direct such expenses to the County for payment. If desired, the Firm can provide fixed fees for discrete separate projects with a well-defined scope of work.

Invoices

The County will periodically receive an invoice showing a description of the services performed, identifying the attorneys who performed the services, and itemizing expenses paid by the Firm for the County's work. The Firm's invoices are not contingent and payment of the invoices is due promptly upon receipt. These invoices contain information protected by the attorney-client privilege. The privilege could be deemed to have been waived if someone other than the client sees the privileged material. Accordingly, we recommend that you keep all invoices in a segregated file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Conflicts

The Firm is performing or has performed a formal conflict check. As you understand, the Firm represents numerous clients northeast Ohio. Based upon our initial conversations, the Firm has found no apparent conflicts relative to representation of the County's interests in the transactions you have described. However, if the Firm becomes aware of a conflict, we will discuss it with you. The Firm specifically reserves the right to withdraw from representation if we feel that we cannot properly represent the County's interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the County's interests regarding a transaction would conflict with our previous representation, or previous relationship with other clients, relative to the County's transaction, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of the County's interests concerning the transaction. In addition, because the Firm represents many other clients in the northeast Ohio, we cannot represent the County regarding any transaction with other firm clients. If representation of the County's interests would require such action, we reserve the right to either withdraw from representation of the County in the transaction and/or, after consultation with you, refer that particular transaction to other counsel to handle.

Termination

The County may terminate the Firm's services at any time. Termination of the Firm's services does not, however, relieve the County from the responsibility to pay fees and expenses incurred. By the same token, if monthly invoices are not paid in accordance with this agreement or the Firm otherwise determines that the Firm's continued representation of the County is no longer in the best interests of the County or of the Firm, we reserve the right to withdraw from this representation.

Disclaimer of Guarantee

ASHTABULA COUNTY BOARD OF COMMISSIONERS

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The Firm makes no promises or guarantees regarding the outcome of any transaction. Any comments made by us regarding the outcome of a transaction are mere expressions of opinion. Further, we do not guarantee any time frame within which a transaction will be concluded.

The goal of each of us at the Firm is to provide quality legal services on a prompt and timely basis. I trust you will find that we are available and responsive. Accordingly, let me encourage you to contact me, or any other person working on the County's matters, at any time.

My office phone number is (330) 609-9999, extension 100, and my email address is ddaniluk@daniluklaw.com. Attorney Basile's extension is 102 and his email address is abasile@daniluklaw.com. Attorney Ross' extension is 117 and his email address is dross@daniluklaw.com. When we are unavailable, you may leave a message with our paralegal, Amy White, at extension 103, or email her at awhite@daniluklaw.com.

We hope this explanation of the structure of our relationship will be helpful to the County and you. We invite you to discuss any matter with us at any time or to inquire at any time about the County's fees or costs incurred. We will strive to keep you fully informed during the course of this engagement and anticipate that the County and you likewise will keep us informed of pertinent developments. If this understanding of the terms of our engagement is acceptable, I ask that this engagement letter be approved by the Commissions, executed by an authorized representative of the County, and returned by email to awhite@daniluklaw.com

When the engagement letter is executed by the County and returned, the Firm's engagement will be initiated. We are delighted at this opportunity to work with the County and you.

Sincerely,
/Daniel Daniluk/
Daniel P. Daniluk
Attorney at Law

AGREED as of this 24th day of October, 2021.


Authorized Representative of
Ashtabula County