

RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO EMPLOY THE SERVICES OF FISHEL DOWNEY ALBRECHT & RIEPENHOFF, LLP IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER, ACNRC

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. CMS COVID Vaccine Mandate; and

WHEREAS, this Ashtabula County Board of Commissioners authorizes Fishel Downey Albrecht & Riepenhoff, LLP as outside counsel in order to advise the Board in CMS COVID vaccine mandates, at a cost not to exceed \$10,000.00 and with a termination date of March 31, 2022; now

THEREFORE, BE IT RESOLVED, By the order of the Board of Commissioners of Ashtabula County, the services of Fishel Downey Albrecht & Riepenhoff, LLP shall be retained for the matter of CMS COVID vaccine mandates in an amount not to exceed \$10,000.00 with a termination date of March 31, 2022. The cost of same shall be borne by the Ashtabula County Nursing and Rehabilitation Center.

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. 2021-14ACNH

November 16, 2021

RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO EMPLOY THE SERVICES OF FISHEL DOWNEY ALBRECHT & RIEPENHOFF, LLP IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER, ACNRC

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV


Aye

Casey R. Kozlowski

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.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

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Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

November 15, 2021

By Email

Janet Discher, County Administrator
Ashtabula County, Ohio
25 West Jefferson Street
Jefferson, OH 44047
JLDischer@ashtabulacounty.us

Re: Fishel Downey Albrecht & Riepenhoff, LLP

Dear Ms. Discher,

Thank you for inquiring about the services of our law firm, Fishel Downey Albrecht & Riepenhoff, LLP (FDAR), to advise and represent Ashtabula County (“Client”) with respect to the COVID-19 vaccination mandate, and other employment and personnel matters. This letter will confirm the terms of your engagement of our firm and will describe the basis upon which our firm will provide these services. We submit for approval the following provisions governing our engagement. If agreed, please sign this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client: Scope of Representation. Our client in this matter will be Ashtabula County (“you” or “Client”). Client is engaging FDAR to represent Client pertaining to the matters described above, and other matters as may be requested by you of FDAR and agreed to by us. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Our base hourly rate for work performed by our attorneys that will be working on this matter is \$200/hour. Paralegals and law clerks are billed at \$95/hour. We bill in one-quarter (0.25) hour increments. Hourly rates are reviewed periodically and may be increased from time to time. We will notify you thirty (30) days in advance of any increase in hourly rates. It may be necessary to add or change attorneys working on your behalf.

Expenses. Expenses we incur on the engagement are charged to Client’s account. Expenses include such items as court costs, hard copy document reproductions, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees



of court reporters and charges for depositions, fees for expert witnesses, and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas, may also include our related administrative expenses.

Monthly Statements. FDAR will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If it becomes necessary for FDAR to file suit or to engage a collection agency for the collection of fees or expenses, Client shall pay all related costs and expenses, including reasonable attorneys' fees.

ABA Statement of Policy. We wish to inform you, and then you acknowledge, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

Termination. Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point will still be due to us. Upon termination of this agreement by either party, we will return to Client, or to whomever Client directs, any property or papers of Client in our possession.

Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give Client written notice of our intention to withdraw.

Client Responsibilities. In addition to the commitments stated herein, Client agrees to make available to FDAR all necessary records in the custody of Client and the assistance of all appropriate employees of Client, as FDAR may need for carrying out the work under this letter of engagement within legal limitations.

Authorization. By Client's agreement to these terms of our representation, Client authorizes us to take any and all action we deem advisable on Client's behalf on this matter. We will, whenever possible, discuss with Client in advance any significant actions we intend to take.

Very truly yours,

A handwritten signature in blue ink that reads 'Marc A. Fishel'.

Marc A. Fishel



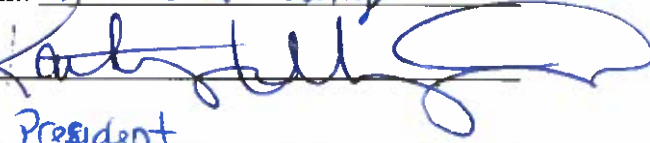
**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP**
Attorneys at Law

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Suite 200
New Albany, Ohio 43054

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The foregoing is understood and accepted:

Client: Ashtabula County

By: 

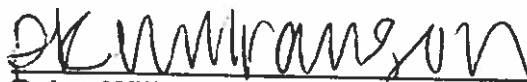
Its: President

11/16/21

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **2033.025.100-601** and is free from encumbrances.

Agreement Title: Scope of Representation between Commissioners and Fishel Downey Albrecht & Riepenhoff, LLP.



Paige Williamson

Ashtabula County Fiscal Manager, on behalf of
David Thomas, Ashtabula County Auditor

Date: 11/15/2021