

**IN THE MATTER OF APPROVING AND AUTHORIZING AN ENGAGEMENT AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND ROLF GOFFMAN MARTIN LANG LLP TO PROVIDE LEGAL SERVICES INVOLVING THE PRIVATIZATION OF THE AUGLAIZE ACRES FACILITY.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize, County, Ohio met in regular session on the 18th day of July, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, an Engagement Agreement was submitted to the Auglaize County Board of Commissioners (the "Board") by Rolf Goffman Martin Lang LLP ("Rolf") to undertake the legal representation of the "Board" in connection with the potential sale of Auglaize Acres Nursing Home, located at 13093 Infirmiry Road, Wapakoneta, Ohio 45895; and,

**WHEREAS**, Rolf will conduct this work in accordance with the terms and conditions of Rolf's Standard Terms of Engagement, which are incorporated into the engagement agreement by reference. Since the Board is a governmental entity, Rolf waives its requirement to pay an initial retainer; and,

**WHEREAS**, the cost for Rolf's legal fees for this matter (excluding any out-of-pocket costs and/or incurred in connection with any in-person meetings) will not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Fee Estimate"). Rolf will not incur legal fees on the county's behalf in excess of the Fee Estimate without the county's consent.

**THEREFORE, BE IT RESOLVED** that the Board of Auglaize County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute an engagement agreement from Rolf Goffman Martin Lang LLP to provide legal professional services as mentioned above for said Board of Auglaize County Commissioners.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day of  
July, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N Bergman yes  
John N. Bergman

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

wec: Kim Sudhoff  
✓ Rolf Goffman Martin Lang LLP



July 11, 2017

**VIA EMAIL (epreston@auglaizecounty.org):**

Board of County Commissioners of Auglaize County  
c/o Erica Preston  
209 S. Blackhoof Street  
Wapakoneta, OH 45895

**RE: ENGAGEMENT OF ROLF GOFFMAN MARTIN LANG LLP**

Dear Commissioners:

This will confirm that you have engaged the firm of Rolf Goffman Martin Lang LLP (“ROLF”) to undertake the legal representation of the Board of County Commissioners of Auglaize County (“Client”) in connection with the potential sale of Auglaize Acres Nursing Home, located at 13093 Infirmiry Road, Wapakoneta, Ohio 45895.

We will conduct this work in accordance with the terms and conditions of our firm’s attached Standard Terms of Engagement, which are incorporated into this engagement agreement by reference. As a governmental entity, we waive our requirement to pay an initial retainer.

We estimate that our legal fees for this matter (excluding any out-of-pocket costs and/or costs incurred in connection with any in-person meetings) will not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “Fee Estimate”). We will not incur legal fees on your behalf in excess of the Fee Estimate without your prior consent.

Please sign below to indicate that you have carefully reviewed this engagement agreement, and that you agree with all of its terms. Please return this letter agreement to me after you have signed it.

We look forward to working with you in this matter.

Very truly yours,

Paul A. Lang

**AGREED TO ON BEHALF OF CLIENT BY:**

  
Signature

John N. Bergman

Print Name

President, Auglaize County Board of  
Title Commissioners

Secure email address for electronic invoices: \_\_\_\_\_

30100 Chagrin Blvd, Suite 350  
Cleveland, OH 44124  
(216) 514-1100

230 N. Washington Square, Suite 200  
Lansing, MI 48933  
(517) 374-9008

**Rolf Goffman Martin Lang LLP**  
www.RolfLaw.com



## Rolf Goffman Martin Lang LLP Standard Terms of Engagement 2017

Unless otherwise agreed to in writing by a partner in the firm, the following terms and conditions apply to work conducted by Rolf Goffman Martin Lang LLP ("ROLF") for any Client in calendar year 2017:

1. **Limitations on Engagement.** Client understands that our law firm has locations in Cuyahoga County, Ohio and Ingham County, Michigan, and agrees that most of the work on this matter will be conducted in one or both of those locations. This firm is committed to using its best efforts to represent the Client; however, this firm cannot guarantee that the results desired by the Client through this representation can or will be achieved.

2. **Financial Terms.**

a. **Fees.** Legal services will be billed on an hourly basis, with the hourly rate dependent on the individual involved. Partner rates range from \$280 to \$375 per hour, associate rates range from \$215 to \$245 per hour, staff attorney rates are \$165 per hour, paralegal and legal assistant rates are \$125 per hour. Hourly trial rates will be ten percent (10%) higher for each individual. New clients to our firm will be charged a retainer for the first matter worked on. The amount of the retainer will be set by the partner engaging the Client, and it will generally be applied to the last invoice for the initial matter. When the matter is closed, any unapplied retainer amounts will be returned to the Client. From year-to-year, the hourly charges listed above may increase; it is our policy to notify clients of rate changes in writing.

Note that Client will be charged for substantive work or advice provided to or conducted on behalf of Client, including responding to voicemails or emails from Client or on its behalf. Note also that Client will be charged the applicable hourly rate if we are required to testify in any proceeding regarding the representation of Client at our trial rates.

Client recognizes that many factors outside of the control of our firm may directly affect the total fees charged, including, but not limited to, the difficulties of the issues presented in this matter, opposing parties, any court or tribunal, or time demands placed on our firm by Client. Client recognizes that any estimate provided to Client of the anticipated costs/charges, if any, is only an approximation and that our firm does not make any guarantees as to the level of fees that will be incurred by Client.

b. **Expenses.** Any expenses incurred by ROLF on your behalf, including but not limited to travel, electronic research fees, court reporter fees, filing fees, delivery expenses, postage, messenger services, overtime for non-professional staff, testimonial and presentation aides and supplies, etc., if any, will be added to the fees charged. For research purposes, ROLF will attempt to utilize free resources whenever available, however, paid resources, including, but not limited to, online services such as Westlaw, LexisNexis, PACER, and Accurint may be used. Client may be charged a fixed access rate of twenty-five dollars (\$25.00) whenever electronic research is used to cover ROLF's cost associated with providing and billing for these electronic research services. Client will also be charged either the cost of the searches performed or a per-transaction charge, which is calculated to approximate the cost ROLF is charged by the electronic research service for each particular search performed. ROLF may adjust these rates upon notice to you.

c. **Invoices & Timely Payment.** We will provide Client a monthly statement of charges and costs. Any fees incurred are due and payable upon receipt of the invoice. If ROLF is representing Client in multiple matters, Client agrees that we may apply any payments made by Client to any Client matter with an outstanding balance. If at any time Client has an outstanding balance of charges for more than thirty (30) days, Client agrees to pay interest on such outstanding balance at the rate of one and one-half percent (1.5%) per month. We will not continue representation of Client if prompt payments are not made. Client agrees that if Client does not pay fees within thirty (30) days of receipt of a statement of charges that our firm may terminate this agreement, and, if applicable, may file an application for withdrawal as legal counsel to any tribunal. Client hereby authorizes the filing of any notices of withdrawal in the event that our firm decides to terminate this agreement due to Client's nonpayment of charges. In addition to the foregoing, if Client is more than one hundred and twenty (120) days



# Rolf

## Rolf Goffman Martin Lang LLP Standard Terms of Engagement 2017

late in any payment on any account that is not being disputed pursuant to paragraph (2)(d), ROLF's fees for all services performed thereafter shall increase by ten percent (10%).

- d. **Disputing Charges.** If Client disagrees with a charge, it must notify our firm in writing of any dispute, and provide reasons and evidence of why you believe the charge is incorrect, within sixty (60) days after receipt of the first invoice that includes the disputed charge. If you do not submit such a written notification, then all charges shall be deemed accurate and any dispute will be deemed waived. All communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent directly to the Managing Partner of our firm in writing with a copy to our firm's Firm Administrator.
- e. **Electronic Billing.** Our firm uses a billing system that emails invoices. Client is responsible for providing and maintaining a valid email address for receipt of these invoices.
3. **Document Destruction.** Our firm has a document destruction policy under which we periodically destroy all records related to an individual matter. Client agrees to request in writing any documentation that it desires to keep in its own files from our firm as those documents are created, and agrees to hold our firm harmless for any loss or damage it incurs because a document in our possession was destroyed pursuant to our policy.
4. **Confidentiality.** We will not reveal information relating to the representation of Client, including information protected by the attorney-client privilege, unless Client gives its consent or if disclosure is permitted under the relevant rules of professional conduct. We may disclose the fact that we represent Client in order to avoid a conflict of interest or for marketing or informational purposes. If you do not wish for us to disclose the fact that we represent Client, then please notify us of that fact in writing. ROLF agrees to maintain the confidentiality of any protected health information of Client's patients, clients or residents that it receives as part of this engagement in accordance with our firm's standard HIPAA Business Associate Agreement (located at [www.RolfLaw.com/BAA](http://www.RolfLaw.com/BAA)).
5. **Conflicts of Interest.** We have undertaken a limited review of our records for any potential client conflicts with the persons or entities that you have disclosed in connection with this engagement, and have found none. Due to the size of our practice, however, we cannot be certain that all relationships have been or will be identified. Client acknowledges that it has given its informed consent to future conflicts of interest that may arise that are unrelated to the matter for which we have been engaged to represent Client. It is our mutual understanding that our firm may represent other parties on a basis adverse to the Client and its affiliated or related entities so long as we have never been engaged by the Client regarding the same matter. For example, if Client decides to sell its business, we may represent a potential buyer so long as we have not represented Client with regard to selling its business. Risks to consenting to a conflict of interest include possible effects on loyalty, and confidentiality; however, we are bound by our professional ethics rules not to disclose any of the Client's confidential information or to use it for another party's benefit. If you have questions or concerns regarding conflicts of interest, please notify the engaging partner or our Managing Partner in writing.
6. **Communication.** Our firm has the capability of communicating with Client via email and cellular telephone, if Client desires. Note that while our firm will take reasonable precautions to protect the confidentiality of the information contained in the phone conversation, email (or an attachment thereto), we do not use encryption and there is a chance that information sent via email or conveyed via cellular phone could be intercepted. If Client does not wish us to communicate with it using email or cellular telephone, please notify our Managing Partner of that fact in writing.
7. **Arbitration.** The parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under the Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of the American



**Rolf Goffman Martin Lang LLP**  
**Standard Terms of Engagement 2017**

Arbitration Association or at its corporate headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: [www.adr.org](http://www.adr.org). If the AAA process is no longer in existence at the time of the dispute, or AAA is unwilling or unable to conduct the arbitration, then the parties shall mutually agree on an alternative organization to conduct the arbitration. This Agreement shall be interpreted under the Federal Arbitration Act. The venue for any arbitration shall be in Pepper Pike, Ohio.

8. **Termination.** Our representation of the Client may be ended at any time by the Client or by ROLF, subject to our ethical requirements and professional responsibilities. Conditions that may merit termination of our representation of Client include, but are not limited to: nonpayment, Client is uncooperative with our representation, or the occurrence of irresolvable conflicts of interest. Upon termination of this engagement by either party, Client is responsible for timely payments of all accrued fees in accordance with this engagement letter.
-

**IN THE MATTER OF GRANTING AN AMENDMENT OF TIME TO PRESENT SURVEY, REPORTS AND SCHEDULES BY THE COUNTY ENGINEER FOR THE BLASÉ #2 DITCH PROJECT.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 18th day of July, 2017.

Commissioner Regula moved the adoption of the following

**RESOLUTION**

**WHEREAS**, pursuant of Resolution #17-140, dated March 23, 2017, the Engineer's Reports on the Blasé #2 Ditch Project were due to the Board of County Commissioners on this date, October 3, 2017; and,

**WHEREAS**, a request for an Amendment of time to complete survey, reports and schedules by the County Engineer was submitted to the Board of County Commissioners by County Engineer Drainage Technician TJ Place with the following content:

To the Board of County Commissioners:

I would like to amend the date to present the complete survey, reports and schedules of the Blasé #2 Ditch to July 25, 2017 at 9:00 a.m. These reports are complete and respectfully request an amendment to the date originally set for October 3, 2017 at 9:00 a.m.

Sincerely,

s/TJ Place  
TJ Place  
Drainage Technician

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby grant the amendment of time for the completion and submittal of the Engineer's Reports for the Blasé #2 County Ditch to **July 25, 2017 at 9:00 a.m.** for reasons so above stated.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
18th day of  
July, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye  
John N. Bergman  
Douglas A. Spencer, ye  
Douglas A. Spencer  
Don Regula, ye  
Don Regula

✓ cc: County Engineer

**IN THE MATTER OF AUTHORIZING THE COLLECTION OF FUNDS FOR THE MAINTENANCE ACCOUNT OF THE ST. MARYS RIVER ENHANCEMENT PROJECT.**

\*\*\*\*\*

The Joint Board of County Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties met in regular session on the 18th day of July, 2017 with the following members present:

- Auglaize County: DON REGULA, DOUG SPENCER, JOHN BERGMAN  
Mercer County: RICK MUMLENRAMP, JERRY LAFFIN,  
Shelby County: JACIE EHEMAN, ROBERT GUILLOZET, ANTHONY BORNHORST  
Van Wert County: THAD LICHTENSTEIGER, BOB WOLFEUM, STAN OWENS

Commissioner Gary Laffin made the motion to adopt of the following:

**RESOLUTION**

**WHEREAS**, on January 27, 1998, the Joint Board of Auglaize, Mercer, Shelby and Van Wert County Commissioners authorized the St. Marys River Enhancement project to be placed under a permanent maintenance program; and,

**WHEREAS**, the St. Marys River Enhancement Maintenance Fund needs to be replenished as the balance of said fund is inadequate to cover future costs of maintaining this project; and,

**WHEREAS**, it is necessary for the Joint Board of County Commissioners to establish an assessment percentage and time frame for collection for said maintenance funding; and,

**WHEREAS**, on February 6, 2007, said Joint Board agreed that the charge to sustain the maintenance fund on the St. Marys River Enhancement project should be 10% annually of the original project assessments, for the 2008 and 2009 collection years; and,

**WHEREAS**, on July 19, 2011, said Joint Board agreed that the charge to sustain the maintenance fund on the St. Marys River Enhancement project should be 10% annually of the original project assessments, for the collection years 2012, 2013 and 2014 for the purpose of continuing the maintenance fund on the St. Marys River Enhancement project; and,

**WHEREAS**, on July 15, 2014, said Joint Board agreed that the charge to sustain the maintenance fund on the St. Marys River Enhancement project should be 10% annually of the original project assessments, for the collection years 2015, 2016 and 2017 for the purpose of continuing the maintenance fund on the St. Marys River Enhancement project; and,

**WHEREAS**, on this date, July 18, 2017, the Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties have met and agreed that the charge to sustain the maintenance fund on the St. Marys River Enhancement project should continue to be an annual 20% the original project assessments, for collection year 2017, as ordered previously, and for the following period of 2 years (collection years, 2018 Aug 2019) with each County being responsible for the collection of the annual 20% maintenance fee. The Joint Board of County Commissioners shall convene a maintenance hearing if necessary; and,

**WHEREAS**, the Joint Board will Mercer County to seek bids for Mercer's County portion of the St. Marys River Maintenance Project and award without consultation with the Joint Board.

**THEREFORE, BE IT RESOLVED** that the Joint Board of Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties, Ohio, does hereby set an annual 20% of the original project assessments, for a period of two years for the collection of funds for the St. Marys River Enhancement Maintenance fund; and,

**BE IT FURTHER RESOLVED** that said Joint Board does hereby authorize the Auditors of each respective County, Auglaize County, Mercer County, Shelby County and Van Wert County, to collect the above set maintenance assessments in each County.

Commissioner Don Regula seconded the Resolution with all members present voting in favor of said motion.

Adopted this 18th of July, 2017

Auglaize County Commissioners

John N. Bergman

Don Reynolds

Doug M. Spivey

Shelby County Commissioners

Robert A. Guillozet

Anthony J. Bonbrant

Kevin J. Demme

Mercer County Commissioners

Jerry Kalkin

Rick Tomblahmy

Van Wert County Commissioners

Tom West

Stan Owens

John J. H. H.