

Date: July 26, 2022

Resolution No. 22-628

Title: Permission to Retain the Firm of Bricker & Eckler, Attorneys at Law for Legal Consulting Services Related to Eligibility, Compliance, Monitoring and Deployment of Lucas County State and Local Fiscal Recovery Funds (SLFRF)

Department/Agency: Management and Budget

Contact: Tim Revard, Director

Summary/Background: Signed into law on March 11, 2021, the American Rescue Plan Act (ARPA) was enacted to support American workers, families, businesses, and governments in efforts to strengthen the recovery from the COVID-19. A centerpiece of the legislation was the provision of State and Local Fiscal Recovery Funds (SLFRF), a \$350 billion program designed to provide state and local governments with the resources necessary to protect public health, support vulnerable populations, maintain vital public services, and make investments to build a resilient and equitable economic recovery.

The U.S. Department of the Treasury (Treasury) explicitly identifies direct and indirect administrative expenses involved in administering the SLFRF program as eligible uses for SLFRF funds. The SLFRF is among the largest ever federal investments in state and local governments, representing a substantial infusion of funding to Lucas County. To ensure that funds are deployed in accordance with Treasury Guidance, the Lucas County Office of Management and Budget has determined it is prudent to retain consulting services to assist with eligibility determinations, composition of subrecipient agreements, compliance monitoring, and reporting.

Bricker & Eckler, Attorneys at Law, a firm with considerable expertise in regulatory compliance expertise local government use federal funds, has submitted a proposal to the Lucas County Office of Management and Budget to provide professional legal consulting services to Lucas County related to regulatory compliance and eligible use-of-funds under the American Rescue Plan Act. The Lucas County Office of Management and Budget requests permission to retain Bricker & Eckler for legal consulting services related to eligibility, compliance, monitoring and deployment of SLFRF.

Budget Impact: 2286.113013.50.610002.00000.00000

Statutory Authority/ORC: 307.86, PL 117-2

Commissioner Byers offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board hereby authorizes Lucas County Administrator to enter into an agreement with Bricker & Eckler, on behalf of the Lucas County Office of Management and Budget, to retain the firm for legal consulting services related to eligibility, compliance, monitoring and deployment of Lucas County State and Local Fiscal Recovery Funds (SLFRF) in an amount not to exceed twenty-five thousand dollars (\$25,000).

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Section 2. The Board authorizes the County Administrator or Deputy County Administrators to sign all documents and take any steps necessary to execute said agreement.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Byers voted yes
Commissioner Skeldon Wozniak voted yes
Commissioner Gerken voted yes



Jody L. Balogh, Clerk



July 18, 2022

VIA E-MAIL

COLUMBUS | CLEVELAND
CINCINNATI | DAYTON
MARIETTA

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Tim Revard
Director, Office of Budget and Management
Lucas County
1 Government Center
Toledo, Ohio 43604
Email: trevard@co.lucas.oh.us

Re: **Engagement Regarding use of Federal SLFRF Funds**

Dear Mr. Revard:

On behalf of Bricker & Eckler LLP (the “Firm”), we are pleased to offer our services to Lucas County, Ohio. One of the purposes of this letter is to set forth the nature of our potential engagement and the terms and conditions of our representation on this matter.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please return one (1) executed original of this letter to our attention. If you have any questions about these provisions or would like to discuss possible modifications, do not hesitate to call us.

Client, Scope of Representation.

Our client in this matter will be the Board of Commissioners of Lucas County (the “County”). You have requested that the Firm provide professional consulting services, via the County Prosecutor’s Office, as to the County’s receipt and eligible use of American Rescue Plan Act – Local Fiscal Recovery Fund allocation.

Specifically, our representation in this matter will include providing advice to the County related to regulatory compliance and eligible use-of-funds under the American Rescue Plan Act’s (H.R. 1319, Public Law 117-2, signed into law on March 11, 2021) Title IX, Subtitle M, Sec. 9901, amending Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) by adding Sec. 603. Coronavirus Local Fiscal Recovery Fund (“ARPA allocation”).

Our Firm will provide guidance to the County as to the intended uses of ARPA allocations, including answering eligible use of funds queries as well as completing due diligence to confirm eligible uses of already-committed funds, and drafting memoranda and other written guidance related thereto. We also would answer ARPA allocation-specific federal contracting and procurement queries in facilities



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construction and other contexts, and we would draft project-specific subgrant contracts, as well as assist the County with compliance by subrecipients to such contracts (collectively, the “Matter”).

If the County desires to retain our services on any other matters, we will prepare an additional letter similar to this one. Absent any other special arrangements, all other work done by us will be on the same general terms and conditions set forth in this letter.

Terms of Engagement.

Jeffrey Harris, Caitlin Langfitt, and Arthur Schoulties will be assisting the County in this Matter. Either of the Firm or the County may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the County in the Matter described above.

Fees and Expenses.

For the provision of the services described above, Bricker & Eckler LLP will charge a fee based on the actual time required to perform professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We believe our billing rates for attorneys and legal assistants are competitive with other major firms in the Ohio market. Depending upon the special expertise and amount of experience involved, our hourly billing rates range from \$200.00 per hour for our most junior lawyers to \$650.00 per hour for senior partners. Our billing rates for legal assistants currently range from \$100.00 to \$250.00 per hour. Currently, Jeffrey’s standard hourly rate is \$360.00 per hour; Caitlin’s rate is \$240.00 per hour; and Art’s is \$325.00 per hour.

We will diligently manage our work on the Matter, and we will seek your direction throughout the engagement to ensure an alignment between our work product and your expectations. If at any time we believe that an adjustment to our fee estimate is necessary, we will consult with you.

Please note that we take pride in the fact that we provide services as a Firm, and, as such, we retain discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost-efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, Jeffrey will maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned. As such, Jeffrey will be the primary point of contact for the Matter.

In addition to charges for professional services as described above, the Firm also bills for certain expenses incurred on our client’s behalf. Although not often involved, such expenses may include but are not limited to the following examples: duplication of documents (billed at \$0.20 per page);



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binding of documents; long-distance telephone calls (billed based upon AT&T direct dial rates); messengers, couriers and postal services (billed at our actual out-of-pocket cost without markup); 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 (billed at our actual out-of-pocket cost without markup).

In addition, our services may 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.

Payment of invoices is due upon receipt. We reserve the right to terminate our representation at any time if payment is not received within 30 days of the date of a statement. We expect that all invoices and disbursements will be paid on a current basis.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, or unless we agree to perform additional work for the County, our work for the County in the Matter will terminate with our sending a final statement for our services. 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.

When our representation of you in this or any particular Matter is complete, 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 and consistent with any public records laws, dispose of such papers and property. Following such completion, any otherwise non-public information that the County has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. 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, 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 will 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



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documents or other materials retained by us within a reasonable time after the termination of the engagement.

It is our policy not to post unsecured 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 or otherwise secured manner. You agree to our use of encryption to maintain the security and confidentiality of your data.

Client Responsibilities.

In order to provide accurate and qualified services, the County will agree to cooperate fully with the Firm and to provide promptly all information known or available to it relevant to its representation.

It is the responsibility of the County to pay the Firm for services rendered and to obtain any reimbursement from your insurer.

We note here the U.S. Treasury has published its Final Rule (31 CFR 35.1 *et seq.*) and its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions to allow the use of such funds to cover the costs of consultants to assist with managing and administering ARPA allocations, to wit: "Recipients may use funds for administering the... program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements" (*see* U. S. Treasury, Final Rule: Frequently Asked Questions updated as of April 27, 2022, Item 10.2).

Conflicts.

We understand that the County will be our client, not any of its individual staff members or elected officials.

We further understand that our representation in this Matter may, but is not likely to, involve projects or matters on which we provide legal counsel, to include the following (i) Toledo-Lucas County Port Authority, (ii) Toledo Public School District, (iii) Toledo Lucas County Public Library, (iv) the Toledo Area Regional Transit Authority, (v) Enbridge (DTE Energy - NEXUS), and (vi) other clients which are corporate commercial lenders in transactions where the County is in an adverse position ("Specific Clients").

We have also been retained to represent such Specific Clients in connection with a number of other matters. You acknowledge and consent to our continued or future representation of such other Specific Clients and waive any conflict of interest that may now exist *after disclosure to the County of the matter for which we are representing such other Specific Clients and after the County specifically agrees to that waiver*. We understand consent and waiver of conflicts is subject to the following conditions:



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1. Our Firm has represented and will continue to represent in the future (subject to our internal conflicts procedures) such Specific Clients in various matters that may not be related to the County. Our Firm will continue to represent such Specific Clients on all matters on which it is currently engaged to represent such Specific Clients.
2. Our Firm will provide notice to you as to ARPA-related legal counsel to the Toledo-Lucas County Port Authority in those instances we reasonably determine that a conflict may arise, and for which we will respectfully request a signed consent from you, subject to our process as set forth in this letter (particularly item 6, below).
3. If the relationship between one or more such Specific Clients and the County with respect to the Matter moves into litigation, arbitration, or a similar dispute, our Firm would not represent either party in such dispute. For the avoidance of doubt, our Firm would withdraw its representation of such Specific Clients or the County with respect to any such litigation, arbitration, or similar dispute.
4. Upon the completion of our representation of the County with respect to the Matter, our Firm will continue to represent such Specific Clients on all matters on which it is currently engaged (or will at the applicable time be engaged) to represent such Specific Clients.
5. Notwithstanding any consent or waiver provided by such Specific Clients and the County, our Firm will continue to protect information determined by us to be confidential and learned during our Firm's representation of the County and will not share this information with such Specific Clients.
6. Unless otherwise consented to by the County, our Firm will not represent or advise any clients concerning access to or use of funds directly, or otherwise originating, from the County's ARPA allocation; we point out here the County may so choose to grant such consent upon receipt of any funding requests and for which the County may decide our advice would be helpful.

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 on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the County, of any information reasonably determined by us to be confidential and that we have obtained as a result of our representation of the County, (3) we reasonably believe we will be able to diligently serve both the



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County on the Matter, and the other client on the different matter, and (4) we have received a written consent from the County.

The County will further agree that our representation of the County in the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, as bond counsel, underwriter's counsel, or counsel to commercial lenders.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, 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 County's interests.

By executing this engagement letter, the Firm and the County acknowledge that the County is not engaging the Firm to provide Government Relations Services, and our work for the County in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the County's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the County is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the County. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the County would conflict with our previous representation and/or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the County, and at our sole discretion, to withdraw from representation of the interests of the County or refer that particular matter out to other counsel to handle.

If the terms of this representation are agreeable to you, please sign and return to us a copy of this letter. If you have questions or concerns during the course of the representation, please do not

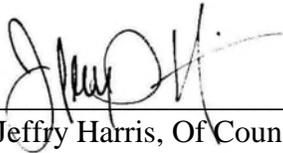
Bricker & Eckler
ATTORNEYS AT LAW

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hesitate to contact Mr. Harris at (614) 227-4860 or at jharris@bricker.com. We look forward to working with you.

Very truly yours,

BRICKER & ECKLER LLP

By: 
Jeffrey Harris, Of Counsel

AGREED:

LUCAS COUNTY, OHIO

DocuSigned by:

By: 1C5CB01624D1497...
Name: Megan vahey Casiere
Title: County Administrator
Date: 7/27/2022

By: 
J. Caleb Bell, Partner

APPROVED AS to Form
John A. Borell
Asst. Pros. Atty

Proposal

CONSULTING SERVICES TO ADMINISTER FEDERAL AMERICAN RESCUE PLAN ACT FUNDING (ARPA)

for

LUCAS COUNTY, OHIO

Submitted by:



July 18, 2022



Jeffry D. Harris
Of Counsel
Direct: (614) 227-4860

Bricker & Eckler LLP
100 South Third Street
Columbus OH 43215
(614) 227-2300

July 18, 2022

Tim Revard
Director, Office of Budget and Management
Lucas County
1 Government Center
Toledo, Ohio 43604

Re: Proposal Regarding Consulting Services to Administer Federal SLFRF Funds

Bricker & Eckler LLP is pleased to submit this proposal to Lucas County. We appreciate the opportunity to be considered for this role and are committed to providing you with high-quality, cost-effective consulting services.

The attached proposal includes information regarding our services in the area of regulatory compliance expertise in the County's use of its Local Fiscal Recovery Funds under the American Rescue Plan Act. Our skill set – already well-known in the marketplace, informed by our guidance and prior handling of federal CARES Act Coronavirus Relief Fund queries during 2020, and further honed in our voluminous ARPA advice to public sector clients (i.e., fund recipients) under the Interim and Final Rules – allows us to comprehensively address each required project element in an efficient manner to provide all of the services you require.

Please find a copy of our response enclosed. We welcome the opportunity to serve you and continue the firm's relationship with the County.

If you have any questions, please give me a call.

Sincerely,

Jeffry D. Harris, Esq.

Why Bricker?

Bricker & Eckler was founded in 1945 by former Ohio governor John W. Bricker. The firm's home office is located in downtown Columbus, Ohio. The firm also has offices in the Ohio cities of Cleveland, Dayton, Cincinnati, Lebanon, Marietta and Barnesville.

With 129 attorneys across the state, Bricker is one of Ohio's leading law firms. Our organization is large enough to provide effective and sophisticated counsel across a wide variety of industries and areas of practice, while also delivering highly personalized service and access to a broad range of attorneys. Providing cutting-edge legal services to public clients has been a key component of our firm for more than 75 years. Bricker represents more than 1,000 public entities on a wide range of legal matters. We have established ourselves as a go-to law firm for public sector law and have dozens of attorneys who focus their practice on public law matters.

Our experience is matched by our deep bench strength, allowing us to quickly and efficiently provide counsel on even the most unique situations. Because we are constantly providing counsel to other public entities and our team members continually collaborate with one another, we remain current in our collective knowledge and understanding of the issues public entities face; thus, we do not need to dedicate unnecessary time to getting up-to-date on public sector legal issues. Our clients find that our comprehensive experience and efficient service help them reduce their overall legal spend, and we believe you would experience the same benefit.

Knowledge and Experience

The Bricker team is well-positioned to provide efficient and timely regulatory compliance and eligible use-of-funds expertise to the Lucas County Board of Commissioners (the County). The firm demonstrated its deep bench of talent and resources in serving dozens of units of local government in Ohio during 2020 with their intended uses of CARES Act – Coronavirus Relief Funds and ESSER payments, often on sharply compressed timetables.

That experience carried into March 2021, with the passage of the American Rescue Plan Act and its State and Local Fiscal Recovery Funds, as set forth in Title IX, Subtitle M of the Act. Since ARPA's enactment and the U.S. Treasury's publication of its Interim Rule and Final Rule (31 C.F.R. Part 35), and its regularly updated Frequently Asked Questions (among other guidance documents), our internal "strike team" of ARPA-informed attorneys have handled – on a daily basis – questions as to, "Can I spend our money on X?" and "Would it be legal for us to use our federal stimulus funds for Y?"

Such guidance by the firm on ARPA expenditures has been provided to counties, cities, townships, and local school districts across Ohio. Our team's approach is to draft written recommendations in direct response to our clients' inquiries as to how they can, or cannot, spend their ARPA funds under the four buckets of allowable use: (1) respond to COVID-19 or its negative impacts; (2) provide premium pay to essential workers; (3) provide government services to the extent of a calculated drop in revenue from the last full fiscal year prior to the onset of COVID; and (4) necessary infrastructure projects specific to water, sewer, and broadband.

Where requested by the client, Bricker's ARPA guidance goes beyond the general guidance on eligibility to encompass the implementation of projects related to ARPA expenditures. Depending upon the nature of the project, this includes assistance in drafting authorizing resolutions, grant and sub-recipient agreements, procurement packages, construction contracts, and inter-governmental and other cooperative agreements. We also provide support, both legal and administrative, with respect to reporting obligations under ARPA to help public entities comply with on-going compliance requirement under ARPA.

Beyond our client-focused advice concerning these specific ARPA expenditure eligibility questions, project implementation and reporting, Bricker maintains a large and reputable legal practice advising public sector entities on the use of, compliance with, and continuing disclosure related to federal grants, bond issues, and federal and state procurement laws.

Proposed Team

The firm is prepared to direct resources as necessary to this engagement, including the following personnel, as well as other public finance, construction, and procurement attorneys as necessary.



Jeffrey Harris has more than two decades of experience in Ohio's economic development. He provides counsel to local economic developers, structures public finance projects and handles the administrative functions behind levying special assessments and managing Joint Economic Development Districts and New Community Authorities. Jeff focuses on economic modeling of Tax Increment Financing (TIF) mechanisms and Enterprise Zone and CRA real property tax abatements. At the state, county and city levels, Jeff held various attorney and non-attorney public service roles. He began his career at the Ohio Department of Development (ODOD), served as the economic development manager and assistant law director for the City of Worthington, Ohio, and was the chief executive officer of the Area Development Foundation (Knox County, Ohio). [Full bio](#)



Caitlin Langfitt is a public finance attorney who helps her clients manage and take advantage of innovative financing options, including tax increment financing (TIF), community reinvestment area (CRA) abatements, joint economic development districts (JEDDs) and special assessment financing. Caitlin specifically partners with political subdivisions, financial institutions, and special purpose districts, including energy special improvement districts, to help them negotiate and execute their participation in various economic development programs. Prior to Bricker, she held several management positions with companies such as Microsoft and Lockheed Martin. [Full bio](#)



Art Schoulties is a political subdivisions attorney and brings diverse experience to his practice. An experienced litigator, he has advised and represented a range of clients in the areas of medical and legal malpractice defense, nursing home and long term care defense, commercial and business disputes, product liability, premises liability, collections/profit recovery, and e-discovery. He has provided counsel to risk management programs, advised directors, boards and senior executives on corporate governance matters, drafted and negotiated a multitude of varied types of complex contracts and agreements, developed departmental compliance policies and procedures, and advised with respect to internal insurance programs. Additionally, Art has advised corporate clients with respect to construction surety bond underwriting and has helped to facilitate resolutions to large construction contractor defaults. [Full bio](#)

References

City of Cleveland, Cuyahoga County

Start date: September 15, 2021

Completion date: Ongoing

Bricker is providing legal counsel to the City of Cleveland, the 8th-ranked largest recipient in the country of Local Fiscal Recovery Funds (\$511 million). Our counsel relates to regulatory compliance and eligible use-of-funds under the American Rescue Plan Act, including drafting memoranda, other written guidance, and legislation, as well as answering ARPA allocation-specific federal contracting and procurement queries in facilities construction and other contexts, and drafting related sub-recipient grant contracts.

Stephanie K Melnyk
Chief Assistant Director of Law
smelnyk@clevelandohio.gov
(216) 664-3078

City of Marietta, Washington County

Start date: May 25, 2021

Completion date: Ongoing

Arising from our work as construction counsel, Bricker was asked to provide prompt, expenditure-by-expenditure eligibility guidance to the City's law, finance, and program teams as to their intended uses of Local Fiscal Recovery Funds for small businesses, including travel and tourism, and non-profit organization assistance grants. Our firm has written sub-recipient agreements, with Uniform Guidance-focused exhibits, related to the same. Inquiries and responses have been fast-paced, to meet the response needs of the City Administration and City Council.

Sherri Hess

City Auditor

sherrihess@mariettaoh.net

(740) 373-0473

Coshocton County, Ohio

Start date: August 23, 2021

Completion date: Ongoing

Bricker is advising the County in the eligible use of its ARPA Local Fiscal Recovery Funds payment, including federal procurement compliance.

Robin Schonauer

County Budget Director

robinschonauer@coshoctoncounty.net

(740) 622-1753

Deliverables

Bricker will work with the County to customize our service delivery model to best meet your needs and priorities. In doing so, we recognize that your resources and time are valuable and under many competing demands, and we strive to make projects and processes as efficient as possible for the County and its team members.

By way of example, for general eligibility questions, our clients typically will communicate with us via email with a written description of the proposed project/expenditure under consideration. When needed, we may connect by phone or video conference to clarify the scope of the project. Bricker will then prepare written guidance in the form of a memorandum, describing the project as presented and outlining our advice as to whether the expense is an eligible expenditure under ARPA. We recommend that this final guidance be retained in the client's audit file, along with other records related to the expenditure.

Where our services are sought with respect to implementation of one or more projects, Bricker will confer with the County and its designees to identify the most efficient and cost-effective ways to approach the project(s). In these cases, we will identify, on a case-by-case basis, which supporting materials the County should provide us to facilitate our analysis of the project.

Pricing Structure

Our firm's services for public clients are generally performed on an hourly basis. As to this engagement's request for guidance and compliance services for ARPA, we propose the following rates:

Attorney	Hourly Rate
Jeff Harris	\$360
Caitlin Langfitt	\$240
Art Schoulties	\$325

We will staff the projects for the County utilizing a combination of experience levels (and correspondingly, varying rates). For special project services, we can offer fee estimates or even fixed fee arrangements depending on the nature of the project. This can be assessed on a case-by-case basis at your request.

While there may be firms that propose lower hourly rates in response to a request for consulting services, a rate comparison alone does not reflect the value of the services Bricker attorneys can provide. The depth of our experience with public law, our breadth of practice areas, and our direct knowledge in advising other Ohio counties — in these very types of projects — enable our team to provide high quality services with an emphasis on billing efficiency. This often means a lower total cost, regardless of hourly rate. Our firm renders statements on a monthly basis. Statements break out all disbursements incurred on the client's behalf. Charges, such as copies, long-distance telephone charges, delivery charges, etc. are billed separately without markup.