

**RESOLUTION NO. 66-2021**

Introduced by Christine Crawford

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRICKER & ECKLER, ATTORNEYS AT LAW, FOR THE PROVISION OF LEGAL SERVICES RELATED TO HURON PUBLIC POWER FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 AT A COST NOT TO EXCEED TWENTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$28,800.00); AND FURTHER AUTHORIZING PAYMENT TO BRICKER & ECKLER, ATTORNEYS AT LAW, FOR PROVISION OF LEGAL SERVICES RELATED TO HURON PUBLIC POWER FROM JANUARY 1, 2021 THROUGH SEPTEMBER 30, 2021 IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00).**


**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

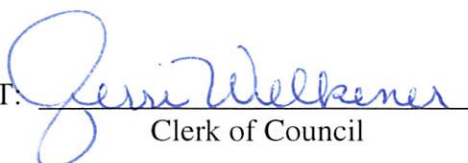
**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Bricker & Eckler, Attorneys at Law, for the provision of legal services relating to Huron Public Power at a cost not to exceed Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the City Manager is authorized and directed to pay Bricker & Eckler, Attorneys at Law, for provision of legal services performed from January 1, 2021 through September 30, 2021 in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

**SECTION 3.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

  
\_\_\_\_\_  
Sam Artino, Mayor

ATTEST:   
\_\_\_\_\_  
Clerk of Council

ADOPTED: 28 SEP 2021





Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215  
Office: 614.227.2300  
[www.bricker.com](http://www.bricker.com)

Devin D. Parram  
Direct Dial: 614.227.8813  
[dparram@bricker.com](mailto:dparram@bricker.com)

September 20, 2021

**VIA E-MAIL**

Matt Lasko, City Manager  
City of Huron  
Municipal Building  
417 Main Street  
Huron, Ohio 44839

Re: Agreement for Legal Services – October 1, 2021, through September 30, 2022

Dear Matt,

Thank you for selecting Bricker & Eckler LLP (the “Firm”) to serve as the City of Huron, Ohio’s (“Huron”) counsel for one year, from October 1, 2021, through September 30, 2022. This letter will confirm our discussion regarding Huron’s engagement of the Firm and will describe the basis on which the Firm will provide legal services to you.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client Scope of Representation. Our client under this agreement will be Huron, and not any individual officers, representatives, of employees for Huron. We will be engaged to advise Huron in connection with the matters set forth in more detail below. 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 in writing. This agreement will also serve as authorization for Huron to pay any outstanding invoices related to legal services previously performed by the Firm for the sale of assets on Huron’s substation to AMP-T in 2021 and the modification of Huron Public Power’s electric rate which occurred in 2021.

2. Term of Engagement. This agreement shall be for one year, from October 1, 2021, through September 30, 2022, and shall continue month to month thereafter unless terminated by either of party upon thirty (30) days prior written notice, subject on the Firm’s part to the applicable rules of professional conduct.

3. Conclusion of Representation. Unless previously terminated, our representation of Huron will terminate upon our sending you our final statement for services rendered in this matter, or upon the termination of the attorney/client relationship, whichever occurs later.

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4. Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with energy and utility issues. After completion of these matters, 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 these matters to provide additional advice on issues arising from such matter(s), the Firm has no continuing obligation to advise you with respect to future legal developments.

5. Fees and Expenses.

(a) Fixed Monthly Flat Fee. Huron will pay the Firm a monthly flat fee of \$2,400 per month for fees (plus out-of-pocket disbursements) for all included legal services for the Huron Public Power ("HPP") legal counsel matter. The monthly flat fee includes all non-litigation work associated with legal advice and legal services related to HPP's operation of the municipal utility, including negotiation of supply and related contracts, preparation of other contracts, advice regarding HPP governance and operating issues, and drafting ordinances related to HPP. The flat fee would not include any bond work related to the City or HPP. On a monthly basis, if the Firm has expended more than 8 hours on the HPP fixed flat fee matters, the Firm shall bill the City and the City shall pay the Firm for the hours in excess of 8 hours at a special discounted governmental hourly rate of \$365.00. Huron will also pay outstanding invoices for previously provided services related to legal services performed by the Firm for the sale of assets on Huron's substation and the modification of Huron Public Power's electric rate. Payment of these outstanding invoices for prior services will not reduce the prospective fixed monthly flat fee of \$2,400.

(b) Litigation and Non-Monthly Flat Fee Work. Litigation and non-monthly flat fee work shall be engaged and approved on a case-by-case basis and shall be billed at Bricker's 2021 standard hourly rates less a 10% special governmental discount.

(c) Other, Non-Retainer Services. All other projects and matters for Huron will be handled on a case-by-case basis with a budget established at inception and billed separate and apart from the monthly retainer matter using the Firm's standard 2021 rates (plus out-of-pocket disbursements).

(d) Terms. The monthly flat fee amount shall be paid on or before the fifth day of each month for services provided in the prior month. The litigation and non-flat fee services shall be paid on or before 30th day of each month for the non-flat fee services provided in prior month. All other matters shall be paid on or before 30th day of each month for the services provided in the prior month. For non-retainer services, our fees will be based on the 2021 billing rate for each attorney and legal assistant devoting time to a matter. The Firm's 2021 billing rates are set forth on the spreadsheet attached to this Engagement Letter as Exhibit B. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and

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filing fees, and Huron is responsible for reimbursement of such expenses. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you. Payment is due upon receipt of our statement.

6. Invoices. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for you.

7. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraphs 5 and 6 above.

8. Conflicts. Huron is aware that the Firm represents many other companies and individuals. It is possible that during the time that the Firm represents Huron that some of the Firm's present or future clients may have disputes or transactions with Huron. Huron agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for Huron even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a direct result of our representation of Huron, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In addition to the legal work the Firm provides to our clients, certain attorneys also provide government relations services to various 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 may be engaged to advocate a position on issues that are adverse to Huron's interests. By executing this engagement letter, you acknowledge that our work for Huron 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 Huron's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, you are agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Once again, we are pleased to have this opportunity to work with you. Please call me at (614) 227-8813 if you have any questions or comments during the course of our representation.

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Very truly yours,



Devin Parram

Agreed and accepted:

THE CITY OF HURON, OHIO

By: \_\_\_\_\_

Title: City Manager

Date: 9/29/2021



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Exhibit A

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**Standard Terms of Representation**

***Professional Fees.*** Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

***Retention and Disposition of Documents.*** When our representation of you in this or any particular matter terminates, 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 dispose of such papers and property. 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, 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. All such documents retained by the Firm may 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 documents or other materials retained by us within a reasonable time after the termination of the engagement.

***Expenses/Disbursements.*** In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; 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.

In addition, our services frequently 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;

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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.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

**Telephone charges.** Our long-distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

**Photocopies.** We will bill you for photocopies at 20 cents per page.

**Outside Computer Research (Lexis® or Westlaw®).** We will bill at standard Lexis® or Westlaw® rates.

**Filing Fees.** We will bill you the charges incurred by the Firm.

**Travel Expenses.** We will bill travel expenses at our cost without markup.

**Express Delivery Services (FedEx, etc.).** We will bill you for our actual out of cost expenses.

**Local Delivery or Local Filing Services.** Local delivery services will be billed to you at our cost without markup.

**Facsimile.** We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

**Court Reporters, Expert Witnesses, Accountant, etc.** We will bill you at our cost without markup.

**Post-Engagement Matters.** You are engaging the Firm to provide legal services in connection with a specific matter. 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.

**Insurance Coverage.** You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

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***Secure Encryption of Records.*** It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.



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**EXHIBIT B**

<b>Employee Name</b>	<b>2019 Hourly Rate</b>	<b>2021 Hourly Rate</b>
Allen, Jerry O.	\$540.00	\$585.00
Bell, J. Caleb	\$550.00	\$595.00
Bennington, C. Christopher	\$405.00	\$475.00
Bondra, Christopher J.	\$300.00	\$320.00
Borchers, Dylan F.	\$375.00	\$450.00
Brollier, Jonathan T.	\$405.00	\$450.00
Campbell, Drew	\$440.00	\$475.00
Castor, Robert T.	\$475.00	\$500.00
Cook, Justin D.	\$295.00	\$365.00
Eddy, Zachary D.	\$240.00	\$300.00
Fisher, Aron L.	\$175.00	\$195.00
Flahive, Maureen C.	\$240.00	\$295.00
Furey, Christopher	\$350.00	\$385.00
Gibson, Daniel C.	\$445.00	\$495.00
Grody, Warren I.	\$350.00	\$360.00
Gurbach, Matthew	N/A	\$450.00
Hallows, Kristen M.	\$210.00	\$210.00
Intihar, Stephen	\$525.00	\$575.00
Jackson, David S.	\$450.00	\$540.00
Kalvas, Colin J.	\$310.00	\$375.00
Koppitch, Matthew R.	\$295.00	\$335.00
Krabacher, Gregory J.	\$430.00	\$465.00
Lestini, Gregory J.	\$415.00	\$450.00
Lindsmith, Quintin F.	\$500.00	\$550.00
Mains, Rachael N.	\$195.00	\$250.00
Miller, Christina J.	\$210.00	\$230.00
Miskimen, Brock A.	\$325.00	\$350.00
Orahood, Teresa E.	\$230.00	\$245.00
Parram, Devin	\$375.00	\$475.00
Petrie, James G.	\$515.00	\$555.00
Princehorn, Rebecca C.	\$575.00	\$600.00
Reid, Nelson M.	\$475.00	\$475.00
Roberts, Lindsey A.	\$235.00	\$300.00
Rutter, Paul S.	\$425.00	\$450.00
Slagle, Christopher N.	\$465.00	\$490.00

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<b>Employee Name</b>	<b>2019 Hourly Rate</b>	<b>2021 Hourly Rate</b>
Squeglia, Elisabeth A.	\$600.00	\$650.00
Stinson, Dane	\$525.00	\$575.00
Stout, Matthew L.	\$550.00	\$575.00
Tannehill, Tess G.	\$275.00	\$385.00
Tiemeier, Jason	\$260.00	\$315.00
Vinyard, Carolyn M.	\$210.00	\$210.00
Warnock, Matthew W.	\$450.00	\$490.00
Zemke, Megan S.	\$230.00	\$245.00