

AMENDMENT

THIS AMENDMENT to extend CONTRACT No. CE1000235-01 for six months for an additional \$60,000 entered into this 22 day of July 2011, by and between the Cuyahoga County Executive, County of Cuyahoga, Ohio (hereinafter called the "County") and Squire, Sanders & Dempsey L.L.P., limited liability partnership with office located at 4900 Key Tower, 127 Public Square, Cleveland, Ohio 44114 (hereinafter called the "Consultant").

WITNESSETH THAT:

WHEREAS, the County desires to engage the Consultant to provide professional services.

NOW, THEREFORE the parties hereto do mutually agree as follows:

1. **Scope of Services** – The Consultant shall, in coordination with other federal consultants engaged by the County, lead and coordinate services in Washington D.C. on behalf of the County, in relation to federal initiatives. Other professional consulting services to be provided by Consultant, shall be negotiated by the County and the Consultant on a case by case basis. . In addition, the Consultant shall:
 - A. Produce a comprehensive federal agenda, for 2011.
 - B. Meet extensively with County officials to discuss current and future programs, projects, and funding needs.
 - C. Identify specific funding and legislative requests.
 - D. Research possible long-term appropriations and authorization funding opportunities, targeting legislation dealing with economic development, transportation, law enforcement, and homeland security to name a few.
 - E. Develop multiple form appropriations requests for House-Senate offices, including all the technical language of the line items.
 - F. Plan and execute strategies to secure funds for requests through the annual Congressional Appropriations Process.
 - G. Coordinate meetings throughout the year between the Executive/Cuyahoga County Officials and Members and staff of the Ohio Congressional Delegation.
 - H. Prepare briefing materials for the Executive/Cuyahoga County staff and Congressional Offices.

- I. Assist in responding to Member and staff inquiries about Cuyahoga County or the requests.
- J. Continue to work with the Ohio Department of Transportation and the Ohio Congressional Delegation Member offices on matters related to the Towpath Trail Extension.
- K. Work with officials at the U.S. Army Corps of Engineers to ensure the timely release of any funding for the Cuyahoga River Restoration project.
- L. Identify opportunities where the U.S. Army Corps Engineers can assist the County in providing additional assistance with Cuyahoga River projects.
- M. Plan special events on Capitol Hill to showcase current requests or other significant County activities and endeavors.
- N. Produce communications strategies to build public support and create the right environment on Capitol Hill to achieve success, including preparing letters of support, talking points, and press releases.
- O. Provide periodic verbal and written status reports on the request, including identifying any potential challenges and reporting major developments in a timely manner.
- P. Treat information relating to the activities of the County as confidential and shall not disclose such information to any other party unless and until asked to do so by the County.
- Q. Register with the appropriate offices in the U.S. Congress as a representative for the County on the above-related issues.
- R. At the end of the contract year provide the County with self-evaluation concerning the following areas:
 - i. Developing and maintaining effective advocacy efforts.
 - ii. Developing and maintaining relationships with policymakers.
 - iii. Responding to County request in a timely manner.
 - iv. What federal dollars were sought and/or protected for critical County programs?

2. **Period of Performance** – The Consultant shall provide these services commencing on April 1, 2011 and for the duration of the period which ends September 30, 2011.

3. **Compensation/Method of Payment** – The County shall make monthly retainer fee payments of \$10,000 per month for an amount not to exceed a total of \$60,000 for the duration of the contract. The consultant will bill the County monthly. The County shall make payment within 30 days of receipts of the invoice.
4. **Accounting and Reporting Procedures** – The County shall have access, for purposes of audit and examination, to any books, documents, papers and records of the Consultant that are pertinent to the subject project.
5. **Indemnification for Liability** – The CONSULTANT agrees to indemnify and hold harmless the County and the County Executive and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for failure of CONSULTANT to perform its duties and obligations under this contract.
6. **Anti-Discrimination** – The Consultant hereby agrees that in the employment of labor, skilled or unskilled, under this Amendment, there shall be no discrimination exercised against any person because of race, color, age, sex, condition of handicap, or national origin, and that violation thereof shall be deemed a material breach of said Amendment.
7. **Amendment** - This Amendment constitutes the entire Amendment of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The Consultant agrees that no representation or warranties shall be binding upon the County unless expressed in writing herein or in a duly executed amendment hereof.
8. **Termination** – This Amendment may be terminated by the County upon thirty (30) days prior written notice to the Consultant; provided that termination pursuant to this paragraph shall not affect County's obligation to pay the Consultant for services performed and expenses incurred prior to termination.
9. **Notices** – All notices and communications provided for hereunder shall be in writing and sent to the following:

If to the County:

Matt Carroll
Chief of Staff
Cuyahoga County Executive Office
1219 Ontario 4th Floor
Cleveland Ohio 44113
(216) 698-7704

If to the Consultant:

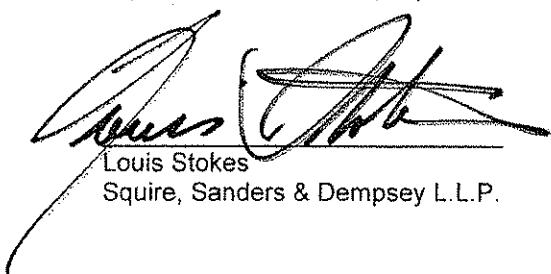
Louis Stokes
Squire, Sanders & Dempsey L.L.P.
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114
(216) 479-8121

BY ENTERING INTO THIS [AGREEMENT/CONTRACT/AMENDMENT TO AGREEMENT OR CONTRACT] OR [BY SUBMITTING A BID] OR [BY SUBMITTING A PROPOSAL] I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

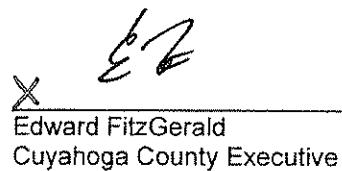
IN WITNESS WHEREOF, the County and the Consultant have executed this Amendment as of date first above written.

Squire, Sanders & Dempsey L.L.P.

Cuyahoga County, Ohio



Louis Stokes
Squire, Sanders & Dempsey L.L.P.



Edward FitzGerald
Cuyahoga County Executive