

## FISCAL AGENCY AGREEMENT

This Fiscal Agency Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 between the County of Cuyahoga, Ohio (the "COUNTY"), and the Greater Cleveland Partnership, a 501 (C) 6 organization ("GCP") with offices located at 1240 Huron Road East, Suite 300, Cleveland, Ohio 44115.

WHEREAS, Cuyahoga County has long suffered from the lack of adequate capital investment to upgrade property, equipment and other assets, including roads, bridges, water resource systems and waste disposal facilities; and

WHEREAS, this lack of adequate capital investment has resulted from a combination of shortage of financial resources and inadequate planning to overcome the problem; and

WHEREAS, Build Up Greater Cleveland ("BUGC") was established in 1983 as a program of the former Greater Cleveland Growth Association, currently known as the Greater Cleveland Partnership, to support Greater Cleveland's physical and economic development and quality of life through the maintenance and enhancement of Cuyahoga County's transportation, water and waste water systems; and

WHEREAS, the membership of BUGC consists of the Public Works Network composed of, at minimum the GCP, the City of Cleveland, Cuyahoga County Department of Public Works, the Northeast Ohio Regional Sewer District, Cleveland – Cuyahoga County Port Authority and the Greater Cleveland Regional Transit Authority; and

WHEREAS, one of the members appointed to BUGC by the GCP will serve as Chairperson of BUGC; and

WHEREAS, the GCP has proposed that a Work Program ("Plan") and other related activities developed under its auspices be continued and implemented under BUGC; and

WHEREAS, the Plan has the purpose of pursuing funding and issues directed at preservation, rehabilitation and enhancement of the roads, bridges, public transportation, water and sewer systems and water port facilities throughout Cuyahoga County; and

WHEREAS, the Plan will focus on the following general infrastructure-related objectives:

1. **Advocacy:** Generate the maximum resources possible for infrastructure preservation, rehabilitation and enhancement by organizing and supporting a coordination advocacy program at the federal, state and local levels of government.

2. **Technical Support:** Assist governments and public works agencies in delivering the best possible service to the community by providing access to technical innovations and programming, engineering, maintenance, and construction activities.

3. **Communications:** Maintain strong community understanding and support for infrastructure preservation, rehabilitation and enhancement by demonstrating the role of infrastructure in supporting the development of the community's economic base and creating, retaining and attracting jobs.

WHEREAS, the GCP will be responsible for the program management through its divisions of Real Estate & Business Development and Government Relations; and

WHEREAS, the County supports the proposal by the GCP and the Plan developed for 2011; and

WHEREAS, GCP has agreed to provide certain fiscal agency and other limited support functions for BUGC.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**1. Fiscal Agency.**

- a. The Public Works Network has determined to fund the Plan in 2011 at the following amounts:

Cuyahoga County Department of Public Works	\$40,000
City of Cleveland	40,000
Northeast Ohio Regional Sewer District	40,000
Greater Cleveland Regional Transit Authority	40,000
Cleveland – Cuyahoga County Port Authority	40,000
Greater Cleveland Partnership*	<u>50,000</u>
<b>TOTAL</b>	<b>\$250,000</b>

\*GCP's commitment is funded as in-kind salaries, administrative support, use of facilities for quarterly meetings, etc.

- b. The GCP has agreed to accept the funds listed above ("Plan Funding") as fiscal agent for BUGC. The GCP will annually invoice each member of the Public Works Network committed to the Plan Funding. The Plan Funding, payable to GCP, should be forwarded to:

The Greater Cleveland Partnership  
1240 Huron Road East, Suite 300  
Cleveland, OH 44115

Attention: Executive Vice President of Finance and Operations

The 2011 payment(s) to the GCP by each Public Works Network member shall not exceed the Plan Funding listed for each in Section 1(a).

- c. GCP assumes no responsibility to collect the Plan Funding beyond providing timely invoicing to the Public Works Network members for such contributions.
- d. The GCP will send the County periodic progress reports concerning the Plan.
- e. GCP is entitled to rely upon the County's representation that it and the Public Works Network members have resolved or will resolve all issues regarding the manner in which the Plan will be managed, including, but not limited to, the committee structure, program priorities, and external funding strategies. In addition, GCP may rely upon the County's representation that it and the Public Works Network members have satisfied any collateral obligations to each other pertaining to the addition of any public appointees to BUGC's governing board, establishment of membership in BUGC by the Public Works Network members, or any other such collateral commitments.

**2. Term.** This agreement shall extend for a period beginning January 1, 2011 until December 31, 2011, unless terminated by either party upon 30 days written notice to the other. Following the end of the Term, the Agreement shall continue on a month-to-month basis until terminated, in writing, upon 30 days notice given by either party to the other.

**3. Distribution Upon Termination.** Upon termination of the Agreement, any funds held by GCP shall be distributed according to written instructions received from the County within 30 days notice of the termination. If no such instructions are received, the GCP shall distribute such proceeds equally among the Public Works Networks that are current in the payment of their respective Plan Funding.

**4. Third Party Beneficiaries.** The parties understand and agree that the Public Works Network members are each third party beneficiaries of the Agreement.

**5. Modifications.** The Agreement may not be modified except by written consent of the parties.

**6. Notices.** All notices shall be in writing and shall be deemed given if mailed by certified mail, return receipt requested, to the other party at the following addresses (or at such other address for a party as shall be specified by notice given pursuant hereto):

To the County:

1642 Lakeside Avenue  
Cleveland, Ohio 44114

To the GCP:

1240 Huron Road East, Suite 300  
Cleveland, OH 44115

Attn: Michael W. Chambers

Attn: Debra Janik

With a copy to:

Shana Marbury  
General Counsel & Director, Strategic  
Initiatives  
1240 Huron Road East, Suite 300  
Cleveland, OH 44115

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and replaces and supersedes all prior agreements between the parties relating to this same subject matter.

8. **Governing Law.** This Agreement shall be constructed in accordance to the laws of the State of Ohio.

9. **Partial Invalidity.** In the event any provision hereof shall be for any reason illegal or unenforceable, this same shall not affect the validity or enforceability of the remaining provisions.

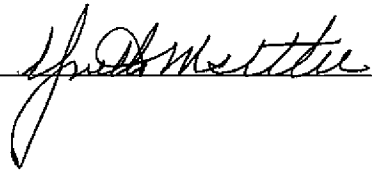
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**BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT**

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.

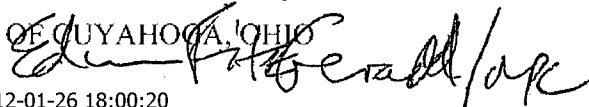
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

GREATER CLEVELAND PARTNERSHIP

By: 

Edward FitzGerald, County Executive

COUNTY OF CUYAHOGA, OHIO

  
2012-01-26 18:00:20

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