

AGREEMENT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
PUBLIC POLICY ADVOCATES, LLC

THIS AGREEMENT ("Agreement") entered into January 1, 2013, by and between the County Executive, County of Cuyahoga, Ohio (hereinafter called the "County") and Public Policy Advocates, LLC, a Wholly Owned Subsidiary of Benesch, Friedlander, Coplan & Aronoff, LLP, with offices located at 200 Public Square Avenue, Suite 2300, Cleveland, Ohio 44114-2378 (hereinafter called the "Consultant").

WHEREAS, the County desires to engage the services of a consultant to provide professional state advocacy services to the County and the Office of the County Executive;

WHEREAS, the County issued a Request for Proposal ("RFP") in 2011;

WHEREAS, the Consultant satisfactorily responded to the County's RFP and was hired by the County to provide state advocacy services for 2011-2012; and

WHEREAS, the County desires to enter into another contract with Consultant to provide state advocacy services for January 1, 2013 through December 31, 2013.

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

1. **Scope of Services.** The Consultant shall provide services in Ohio on behalf of the County and the County Executive, and coordinate with other consultants engaged by the County in relation to state initiatives ("Services"). These Services shall include, but not be limited to:
 - A. Working with the County Executive and his staff to develop a state agenda, identify potential projects and programs eligible for state funding, and develop strategies for achieving success relative to agenda items and funding opportunities;
 - B. Representing the County before the Executive Branch (the Governor and his Administration), the Ohio General Assembly, and state agencies;

- C. Attending regular meetings of associations, organizations and other groups of interest to the County, when requested;**
 - D. Monitoring the legislative agendas of the Executive Branch, the Ohio General Assembly, and state agencies;**
 - E. Coordinating meetings with the Executive Branch, the Ohio General Assembly, and state agencies, and their staffs;**
 - F. Preparing background briefing materials for the County Executive and his staff and advocacy briefing materials to be submitted to the Executive Branch, Members of the Ohio General Assembly, state agencies, and their staffs;**
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- G. Producing letters of support, press releases, and talking points to build legislative and public support for the county's state positions, initiatives, and appropriation requests.**
 - H. Providing regular written and verbal status reports the Executive Branch and legislative activities on state legislation, funding and grant opportunities, and other developments and on the County's state initiatives;**
 - I. Monitoring legislation, agency directives, and grant opportunities that may be of interest to the County;**
 - J. Proposing meetings or events with the Executive Branch, the Ohio General Assembly, state agencies, and their staffs to advance the County's state initiatives or showcase the County's work;**
 - K. Monitoring state appropriations developments including those related to the State Budget, and advocating for County positions and appropriation requests;**
 - L. Assisting in responding to inquiries and requests to the County from the Executive Branch, Members of Ohio General Assembly, state agencies, and their staffs;**
 - M. Assisting in the development and drafting of any technical or legislative language necessary to advance the County's legislative and appropriation requests;**
 - N. Advancing the County's interests with respect to specific projects before the Executive Branch and the Ohio General Assembly.**
 - O. Registering with the appropriate state offices as a representative of**

Cuyahoga County on state issues and maintaining all necessary licenses and registrations; and

- P. Providing the County, at year's end, a written self-evaluation summary report describing progress made on: advocacy efforts; relationship development; funding and legislative successes; and other aspects of the Services to be provided, as outlined above.
- Q. Providing such other services and assistance related to state matters as may be requested, from time to time, by the County and/or the County Executive.

2. **Period of Performance.** The Consultant shall provide these Services commencing on January 1, 2013 and for the duration of the period which ends December 31, 2013.

3. **Compensation/Method of Payment.** The County shall make monthly retainer fee payments to the Consultant in the amount of \$8,500.00 per month for an amount not to exceed a total of \$102,000.00 for the duration of the Agreement. The Consultant will bill the County monthly. The County shall make payment within 30 days of receipts. Consultant understands and acknowledges that the County is exempt from Federal excise tax and from all state and local taxes.

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 this Agreement and the Services provided hereunder.

5. **Work Product.** All work product, including but not limited to memoranda, reports, plans, and final products shall become the property of the County and shall be surrendered to the County or its designee upon completion of the Services under this Agreement and termination of the Agreement. Consultant shall not copy or use such records except to perform the Services associated with this Agreement. In addition, Consultant shall not transfer any such records to any other party not involved with this Agreement without the prior written consent of the County.

6. **Good Standing.** Consultant has been duly organized and is a validly existing limited liability company under the laws of the State of Ohio, is in good standing, has the full legal authority to enter into this Agreement and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business, as presently conducted and will remain so qualified and in good standing during the term of this Agreement.

7. **Findings for Recovery.** Consultant represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Agreement is

void ab initio, and Consultant must immediately repay to the County any funds paid under this Agreement and must make the County whole for any damages sustained by the County.

8. **Insurance.** Consultant shall have in effect during the term of this Agreement shall provide for insurance of at least one million dollars (\$1,000,000.00) per each occurrence, and no less than two million dollars (\$2,000,000.00) in the aggregate, against all acts and omissions in any way relating to or arising under this Agreement, and shall name the County as an additional insured, upon execution of this Agreement. Such insurance shall, at a minimum, include coverage for commercial general liability, automobile liability, workers' compensation and employer liability, and umbrella and excess liability. Consultant shall also provide for professional liability insurance for at least one million dollars (\$1,000,000.00) per occurrence, and no less than three million dollars (\$3,000,000.00) in the aggregate, and shall name the County as an additional insured on the professional liability insurance as well.

9. **Indemnification for Liability.**

A. **Indemnification by Consultant.** The Consultant agrees to indemnify and hold harmless the County, the County Executive and any and all other officials, officers, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities thereof, from any and all responsibility or liability for failure of Consultant to perform its duties and obligations under this Agreement.

B. **No Indemnification by the County.** The Consultant acknowledges that as a political subdivision, Cuyahoga County is prohibited by law from agreeing to assume any indemnity obligations, and consents that no section of this Agreement or any other agreement may be construed as an indemnification obligation by the County.

10. **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 Agreement.

11. **Confidentiality.** Consultant shall take all steps necessary to protect County's trade secrets. Consultant shall also treat as proprietary and confidential any and all information belonging to the County, which is disclosed to Consultant in the course of performance of Services under this Agreement (the "Confidential Information"). Consultant shall only use Confidential Information for the purposes of this Agreement. Consultant agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or indirectly, any Confidential Information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or

data of the County without prior written permission of the County. County will abide by law in granting or denying any permission for disclosure. If Consultant fails to meet its obligations to protect the Confidential Information, the County may seek equitable relief.

Confidential Information shall not include information that is in the public domain.

This entire section shall survive the completion of the performance of the Services hereunder and the termination of this Agreement unless the County releases Consultant of its obligations through a written signed communication from the County's Director of Law at an earlier date.

12. Entire Agreement. This Agreement constitutes the entire agreement between and among the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by all parties, or their respective successors or assigns.

13. Assignments. Consultant and County agree that this Agreement shall not be assigned to any other entity without prior written approval of County. Consultant may not subcontract any of the Services agreed to in this Agreement without the prior express, written consent of the County. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement. Consultant is responsible for making direct payments to all subcontractors for any and all services provided by such subcontractors. Consultant will be responsible for all acts and work product of any its subcontractors hereunder.

14. Termination. This Agreement may be terminated by the County upon 30 days prior written notice to the Consultant; provided that termination pursuant to this paragraph shall not affect the County's obligation to pay the Consultant for Services performed and expenses incurred prior to termination. The Consultant may terminate this Agreement upon 30 days prior written notice to the County.

15. Governing Law. This Agreement will be governed by and construed under the law of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

16. Applicable County Ordinances. All County contracts/agreements are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance, and all contractors shall comply with all such ordinances as an integral

part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

17. Public Records. Consultant acknowledges that the County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media. This Agreement is a matter of public record under the laws of the State of Ohio. Upon request made pursuant to Ohio law, the County shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, Consultant acknowledges and understands that records maintained by Consultant pursuant to this Agreement may be deemed to be public records and subject to disclosure under Ohio law. Consultant shall comply with the Ohio Public Records Law. This section shall survive the completion of the performance of the Services hereunder and the termination of this Agreement.

18. Independent Contractor. Consultant, its employees and its subcontractors shall perform all work pursuant to this Agreement as independent contractors and not as employees of the County.

19. 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:

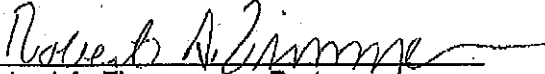
Robert A. Zimmerman, Partner
Public Policy Advocates, LLC
200 Public Square Avenue
Suite 2300
Cleveland, Ohio 44114-2378
(216) 363-4437

20. ELECTRONIC SIGNATURE. BY ENTERING INTO THIS AGREEMENT 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:

Public Policy Advocates, LLC

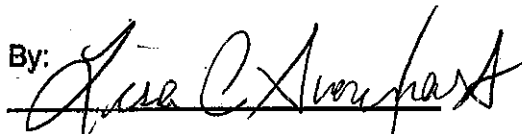

Robert A. Zimmerman, Partner
Public Policy Advocates, LLC

County of Cuyahoga, Ohio


Edward FitzGerald
Cuyahoga County Executive

The legal form and correctness of this
Contract is hereby approved:
Law Department
Cuyahoga County, Ohio
Majeed G. Makhlouf, Director of Law

By:



Name:

LISA C. AVERETTE

Date:

2.25.13