

# EXHIBIT

# 6

## MEMORANDUM OF UNDERSTANDING REGARDING THE NEW JUSTICE CENTER PROJECT

WHEREAS, the County Justice Center Complex currently houses the Court of Common Pleas and its various functions (including its Clerk of Courts), the Cleveland Municipal Court and its various functions (including its Clerk of Courts), the Office of the County Prosecuting Attorney, City of Cleveland Prosecutor's Office, County Jails and the Office of County Sheriff and its various functions; and

WHEREAS, the County Justice Center Complex is an aging facility that is in need of extensive rehabilitation, replacement, or a combination of the two; and

WHEREAS, many of the Parties to this Memorandum of Understanding Regarding the Justice Center Project (hereinafter "Justice Center Project" or "Project"), by virtue of their occupancy of the Justice Center and their critical role in the function of the justice system, are vital in the future of the Justice Center, and desire to play an active role in the planning for the renovation of the existing Justice Center or, alternatively, construction of a new Justice Center, or a combination of the two; and

WHEREAS, certain officeholders of the City of Cleveland may, should the City decide to occupy and participate in the Project, be likewise interested in the future of the Justice Center, and desire to play an active role in the renovation of the existing Justice Center, or, alternatively, the planning for and construction of a new Justice Center, or a combination of the two; and

WHEREAS, the County previously solicited requests for qualifications for and has chosen Project Management Consultants LLC ("PMC") to serve as the County's Owner's Representative for the Project; and

WHEREAS, the County intends to enter into such an Owner's Representative agreement with PMC ("Agreement"), which agreement shall call upon the County to make numerous critical decisions regarding the Project at various decision points in the planning, programming, design and construction process relative to renovation of the existing Justice Center, construction of a new Justice Center, or a combination of the two; and

WHEREAS, various County and City officers and officeholders desire to participate in a meaningful way in the above planning, programming, design and construction process in an orderly and efficient way; and

WHEREAS, the County's agreement with PMC shall contain operative provisions requiring PMC to consult with and follow the determinations of the Executive Steering Committee created under this MOU regarding the Project;

NOW THEREFORE, in consideration of the foregoing premises, the Parties to this MOU hereby agree as follows:

1. There is hereby created a Justice Center Project Executive Steering Committee, consisting of the following constituent members:

1. The County Executive
2. The President of County Council
3. The Administrative Judge of the Court of Common Pleas
4. The County Prosecutor
5. The County Sheriff
6. The Public Defender
7. The Administrative Judge of the Domestic Relations Division
8. The Administrative Judge of the Cleveland Municipal Court
9. The Mayor of the City of Cleveland
10. The President of Cleveland City Council
11. The Cuyahoga County Clerk of Courts
12. The Clerk of Cleveland Municipal Court

Members one through six and eleven listed above shall be deemed "County Members." Members eight through ten and twelve shall be deemed "City Members." Members three, seven, eight, and twelve shall be known collectively as the "Court Members."

2. The County's Agreement with PMC shall require PMC to develop a "decision making protocol" and "assist the County in establishing the decision-making process and authority of both the Executive Steering Committee and Stakeholder Groups." Pursuant to that process, the Justice Center Executive Steering Committee (the "Executive Committee") shall exist for the purpose of advising and providing determinations to PMC concerning the Project, which shall consist of the planning, programming and, ultimately, the design and construction of either: (1) a new County Justice Center (which may consist of a new County Courthouse, Municipal Courthouse, Jail and related facilities) or (2) renovation of such facilities, or (3) a combination of the foregoing two options.

3. All members of the Executive Committee shall agree to follow the procedures and processes of the Executive Committee to ensure a prompt and efficient determination process. It is understood that certain determinations made, or to be made, by the Court Members may need to be submitted for approval by a vote of the judges of each respective Court Member, to the extent such approval is deemed necessary or appropriate by the Administrative Judge of each Court Member. It is understood that certain determinations made by the Executive Committee will be submitted to the County Executive and/or the Mayor of the City of Cleveland, as the case may be, for preparation of legislation to the County and/or City Council, as the case may be, seeking approval of, and further action consistent with, the determinations

made by the Executive Committee, as may be required for the Project. It is understood that determinations by the Executive Committee do not replace or supersede the contractual, legislative, administrative or appropriation authority, as provided by the Ohio Revised Code or local charters and ordinances, of the County Executive, County Council, City Council and/or Mayor of Cleveland. Notwithstanding the foregoing, the County Executive, the Mayor of the City of Cleveland, and the Presidents of the City and County Council shall propose and introduce legislation, on behalf of the Executive Committee, that is materially consistent with and implements the determinations made by the Executive Committee pursuant to the terms of this MOU. If during the legislative process, any modifications or alterations are proposed by the respective Council members to the legislation as introduced consistent with this section, such modifications or alterations shall be submitted to the Executive Committee for its consideration. It is understood that, pursuant to sections 2.03 and 3.09 of the County Charter, the powers to finally approve and execute any and all contracts and expenditures on behalf of the County are vested in the County Council and County Executive, respectively. It is further understood that under the City's Charter, the powers to finally approve and execute any and all contracts and expenditures on behalf of the City are vested in the City Council and certain City officials.

4. The Agreement shall require that PMC propose an initial Activity Matrix and Schedule substantially in the form of Exhibit A, attached hereto, which shall set forth both the Critical Milestones/determination points from programming and schematic design through final approval of the guaranteed maximum price, for the

construction/renovation/combination contract. Such determination points shall include, at a minimum, the following determinations:

- a. Selection of programmer(s)
- b. Approval/rejection of preliminary program and goals
- c. Approval/rejection of final program
- d. City of Cleveland decision on its tenancy/occupancy
- e. Determination of rehabilitation versus new construction or hybrid
- f. Determination of site selection criteria, and final site selection
- g. Recommendation of whether or not to co-locate facilities
- h. Determination of project delivery system
- i. Selection criteria for the Criteria Architect, Design-Builder, and/or Construction Manager at Risk
- j. Approval of Schematic Design for Project
- k. Approval of Design Development for Project
- l. Approval of Project Scope, as set forth in the GMP Documents
- m. Approval of any changes that materially impact prior design approvals.

Except as required by law, the Parties acknowledge and agree that they will not disclose the site(s) under consideration pursuant to Paragraph 4(f), nor any terms relating to the acquisition or consideration of any such site(s) prior to the execution of a written agreement for the purchase or lease of the final site selected by the Executive Committee, and that all discussions or deliberations regarding the identity, location, commercial terms, pricing or other aspects of the site selection process contemplated in Paragraph 4(f) shall be held strictly confidential by the Executive Committee and its designated representatives.

5. In accordance with the Schedule set forth in the initial Activity Matrix and Schedule, the Executive Committee shall meet periodically and make determinations by means of the vote of its members. The Agreement shall require that PMC convene a meeting of the Executive Committee at the various Critical Milestones/determination points; to brief the Executive Committee members on the Project and Schedule; to formulate specific requests to the Executive Committee for its determination, and to obtain determinations of the Executive Committee so as to enable the Project to move forward. All material determinations, including those set forth in Paragraph 4 above, shall require a "super majority" affirmative vote of 80% of the Executive Committee members for acceptance. PMC shall facilitate such Executive Committee meetings as is appropriate in consultation with the Cuyahoga County Department of Public Works.

6. The Agreement shall require that not later than five business days before a Critical Milestones/determination date, PMC shall notify the members of the Executive Committee and shall schedule and convene a meeting of its members. PMC shall brief Executive Committee members, explain the determinations to be made, and solicit determinations of the Executive Committee so as to enable the orderly progression of the Project.

7. Members of the Executive Committee shall attend and participate in meetings for the purpose of receiving Project information and providing prompt determinations to PMC, pursuant to the process set forth in this Memorandum of Understanding, in response to notices received pursuant to the foregoing paragraph. The Executive Committee shall determine the protocol for taking and recording votes. The foregoing notwithstanding, it is understood that this is an iterative and progressive


process. Accordingly, once a determination is provided, and where required, has been approved by the County Council, City Council and/or as set forth in Paragraph 3 herein, the Project team shall be entitled to rely upon that approval as it proceeds to the next phase of its work.

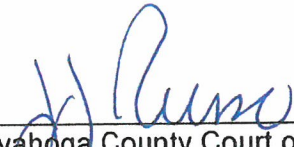
8. At an appropriate time to be agreed upon by the Executive Committee, the Executive Committee, the County and the City of Cleveland shall meet and consider the question of whether the City of Cleveland Municipal Court and City Prosecutor's Office shall occupy a portion of the renovated or new Justice Center, and if the City and County determine it is appropriate, the City and County shall meet to consider the method and amount of financial contribution by the City of Cleveland towards the Project. If an agreement that is satisfactory to the County and the City is not reached, then in such case the Project shall proceed without the participation of the City of Cleveland, the City Members shall cease their respective membership on the Executive Committee, and the Executive Committee shall automatically be reconstituted with only County Members and Court Members.

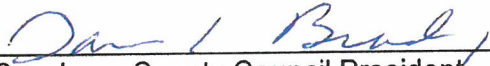
9. Matters before the Executive Committee shall be decided by a super majority vote of the members of the Executive Committee (80%) (at least ten votes if both County and City Members are on the Executive Committee and at least seven votes if the City Members cease participation) for or against a proposed action or determination. Seven members shall constitute a quorum if both County and City Members are on the Executive Committee; five members shall constitute a quorum if only City Members cease participation. The members shall select a Chairperson and a Secretary who shall keep notes of any votes. Members may attend or may nominate


one or more alternates to attend in their stead, and may participate and vote at meetings telephonically.


IN WITNESS WHEREOF, we have hereunto affixed our signatures on the dates set forth below.

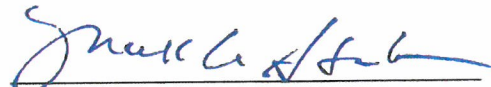
  
Cuyahoga County Executive  
(Date) 1-4-19

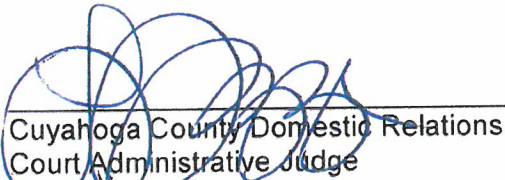
  
Cuyahoga County Court of Common Pleas Administrative Judge  
(Date) 1/3/2019

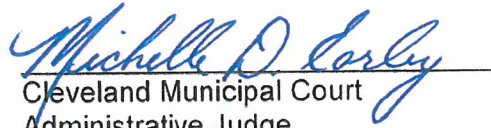
  
Cuyahoga County Council President  
(Date) 1-4-19


  
Cuyahoga County Prosecutor  
(Date) 1/2/2019


  
Cuyahoga County Sheriff  
(Date) 1/3/2019

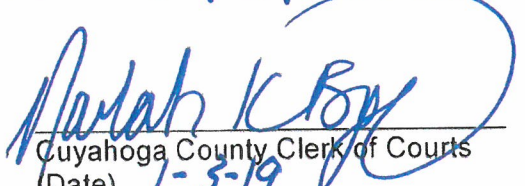
  
Cuyahoga County Public Defender  
(Date) 1/3/19

  
Cuyahoga County Domestic Relations Court Administrative Judge  
(Date) 1.3.19

  
Cleveland Municipal Court Administrative Judge  
(Date) 1/2/19

  
City of Cleveland Mayor  
(Date) 1-4-19

  
Cleveland City Council President  
(Date) 1/2/19

  
Cuyahoga County Clerk of Courts  
(Date) 1-3-19

  
Clerk of Cleveland Municipal Court  
(Date) 1-2-19