

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is effective November 5, 2012, between Cuyahoga County, Ohio (hereinafter referred to as the "County"), 1219 Ontario Street, Cleveland, Ohio, 44113; on behalf of the Cuyahoga County Public Defender Office (hereinafter "Public Defender") and Kreig J. Brusnahan, an individual (hereinafter referred to as "Contractor") whose mailing address is 158-A Lear Road, Avon Lake, Ohio 44012.

RECITALS

WHEREAS the Public Defender is an office of Cuyahoga County government that represents indigent clients charged with offenses subjecting them to the possibility of incarceration;

WHEREAS Contractor is an experienced attorney at law that seeks to represent individuals facing the possibility of incarceration for contempt of court with regard to child support or spousal support orders in the Cuyahoga County Domestic Relations Court;

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

1. **Term.** This agreement shall be in effect for one year from its effective date.
2. **Scope of Services.** Contractor shall represent individuals determined to be indigent by the Cuyahoga County Domestic Relations Court with regard to allegations of contempt of court for violations of spousal or child support orders.
3. **Compensation.** For services rendered and expenses incurred under this agreement, Contractor shall be entitled to compensation in a total amount not to exceed **\$24,500.00** at the rate of **\$ 50.00 per hour** for a total number of hours not to exceed 490, inclusive of all reasonable expenses. Contractor shall provide a written invoice to the County on a monthly basis during the contract period for services performed and payment due. The Public Defender shall authorize payment to Contractor in a reasonable time so that payment may be processed within thirty (30) days after receipt of each invoice.
4. **Agents or Assistants.** Contractor may contract with assistants, such as secretaries, paralegals or law clerks, to assist Contractor in the performance of these services and is authorized to engage the services of such assistants to aid or assist in the proper performance of these services. Compensation to the assistants shall be paid by Contractor. All assistants of Contractor that perform work pursuant to this agreement shall do so as independent contractors and not as employees of Cuyahoga County or the Public Defender.

5. **Termination.** Either party may terminate this Agreement by providing the other party with thirty (30) days written notice of the intent to terminate. In the event of termination by either party, Public Defender agrees to compensate Contractor for all services performed under this Agreement prior to the termination date.

6. **Non-Assignment.** Contractor shall not assign or transfer any interest in this contract without the express written consent of the Public Defender. This provision does not apply to the engagement of assistants of Contractor as discussed in Part 4, above.

7. **Governance.** This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio.

8. **Legal Construction.** In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

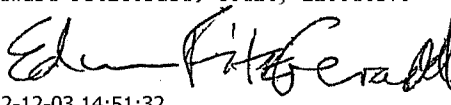
9. **Indemnity.** Contractor agrees to indemnify and save harmless the County against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of Contractor, or its officers, agents, or employees of either while engaged in the performance of this Contract.

10. **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):

11. **Signatures (Electronic or Written).**

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive



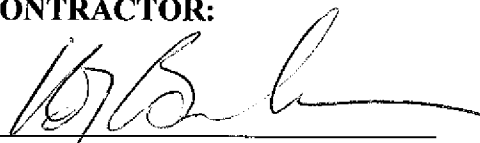
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CUYAHOGA COUNTY PUBLIC DEFENDER:

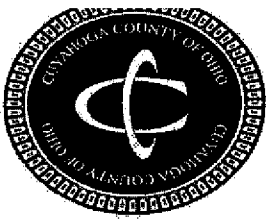


Printed Name: Robert L. Tobik

CONTRACTOR:



Printed Name: Kreig J. Brusnahan



Cuyahoga County Bidder Compliance Form

Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful bidders certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "bidder") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the bidder, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

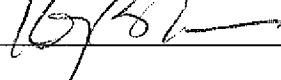
Please initial in the right hand column next to each criteria met	Initial
1 Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request).	1 KJB
2 Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2 KJB
3 Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3 KJB
4 Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4 KJB
5 Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5 KJB
6 Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders' entire time of doing business, if less than seven (7) years.	6 KJB
7 Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7 KJB
8 Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years.	8 KJB
9 Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9 KJB
10 Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10 KJB
11 Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession	11 KJB

licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right.

- 12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right.
- 13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.
- 14 Bidder will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right.
- 15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.

Printed Name: KREIG J. BRUSNATHAN

Company: _____

Signature: 

Date: 10/16/12

h/bidder compliance, Ordinance No. 2011-0044

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