

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") entered into this 18<sup>th</sup> day of AUGUST, 2012 between the County of Cuyahoga, Ohio (the "COUNTY"), and Peter Batcheller (the "Consultant") with office located at 6784 Wilson Mills Road, Gates Mills, Ohio 44040.

WHEREAS the COUNTY may have matters involving specialized issues requiring professional and accounting services; and

WHEREAS the Consultant can provide such professional and accounting services and has the necessary skills, experience and abilities to provide such assistance;

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

1. **Term.** This agreement shall commence September 1, 2012 and conclude on August 31, 2013.
2. **Scope of Services.** The Consultant will assist the COUNTY in such matters as directed in accordance with the following:
  - Costing System: Expansion of current system, employee time tracking, project allocation and task management.
3. **Compensation.** The compensation for the Consultant shall be an amount not to exceed Seven Thousand (\$7,000.00), at a rate of \$70.00 per hour.
4. **Agents or Assistants.** All agents, assistants, persons, corporations and subcontractors of Consultant that perform work pursuant to this agreement shall do so as independent contractors and not as employees of Cuyahoga County.
6. **Termination.** Either party may terminate this Agreement by providing the other party with ten (10) days written notice of the intent to terminate. In the event of termination by either party, COUNTY agrees to compensate Consultant for all services performed under this Agreement prior to the termination date. The parties further agree that should the Consultant become unable, for any reason, to complete the work called for by virtue of this Agreement, that such work completed by Consultant shall become the property of the COUNTY as full discharge of the Consultant's liability hereunder.

7. **Non-Assignment.** Consultant shall not assign or transfer any interest in this contract without the express written consent of the COUNTY. This provision does not apply to the engagement of subcontractors or agents of Consultant or to the assignment or transfer of this contract to an affiliate of Consultant or to an entity acquiring substantially all of the stock or assets of Consultant.

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

9. **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.

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):

Michael Chambers, CPA  
Cuyahoga County Dept. of Public Works  
1642 Lakeside Ave.  
Cleveland, Ohio 44114

Peter Batcheller  
6784 Wilson Mills Road  
Gates Mills, Ohio 44040  
216-536-2717

11. **Damages.** Consultant's cumulative liability to COUNTY for any breach of this agreement or for any and all claims, regardless of the form of action, shall not exceed the total amount of the fees paid by COUNTY to Consultant for said services. Under no circumstances shall Consultant have any liability to client for any consequential, exemplary, incidental, indirect or special damages or costs, including, but not limited to, lost profits or loss of goodwill, resulting from any violation of this agreement even if consultant has been advised, knew or should have known of the possibility thereof. COUNTY acknowledge that the foregoing limitations of liability and remedies represent bargained for allocations of risk, and that Consultant's fees, charges, and costs hereunder represent the allocations of such risk.

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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.

PETER BATCHELLER

By: Peter Batcheller

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: Ed FitzGerald  
Edward FitzGerald, County Executive  
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