

# AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into on this 1<sup>st</sup> day of March, 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 for a period commencing on March 1, 2012 and concluding on October 31, 2012.
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 the total amount of **\$10,900.00** at the rate of **\$ 50.00 per hour** for a total of 218 hours, 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 agents, assistants or corporations to assist in the performance of these services and is authorized to engage the services of agents or assistants or any other persons or corporations to aid or assist in the

proper performance of these services. Compensation to the agents, assistants, persons or corporations shall be paid by Contractor. All agents, assistants, persons, corporations and subcontractors 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.

**6. 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.

**7. 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 subcontractors or agents of Contractor.

**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. 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.

**11. 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):

**12. Electronic Signatures.**

See attached

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**CUYAHOGA COUNTY, OHIO**

Edward FitzGerald, County Executive

By: Ed FitzGerald/apc  
2013-04-10 15:41:24

**CONTRACTOR:**

Kreig J. Brusnahan  
Printed Name: Kreig J. Brusnahan

**CUYAHOGA COUNTY PUBLIC DEFENDER**

Robert L. Tobik  
Printed Name: Robert L. Tobik

## CONTRACT

BY ENTERING INTO THIS 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 Provider have entered into this contract by affixing their signatures below and shall become binding upon the date of signing by Cuyahoga County, Ohio.

**(Vendor Name)** *KREIG J. BRUSNATHAN*

**BY:** *Kraig J. Brusnathan*

**CUYAHOGA COUNTY, OHIO**