

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") entered into this 2 day of OCTOBER, 2013 between the County of Cuyahoga, Ohio (the "County"); and Peter Batcheller (the "Consultant") with offices 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 ability to provide such assistance;

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

1. Term. This agreement shall be for a period of one year (twelve months) commencing on October 1, 2013 and concluding on September 30, 2014.
2. Scope of Services. The Consultant will assist the County in such matters as directed in accordance with the following:
 - Costing System: Expansion and maintenance of current system, employee time tracking, project allocation and task management.
3. Compensation. For services rendered under this agreement, the Consultant shall be entitled to compensation in the total amount not to exceed \$ 8,000.00, at a rate of \$80.00 per hour. The Consultant shall provide a written invoice to the County for services performed and payment due with all costs itemized and supported. The County shall authorize payment to the Consultant within a reasonable time so that payment may be processed within thirty (30) days after receipt of each invoice.
4. Indemnity. The Consultant agrees that it will at all times indemnify and hold harmless the County and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.
5. Non-Assignment. The Consultant shall not assign or transfer any interest in this contract without the express written consent of the County.
6. Governance. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio.
7. 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.
8. Workers Compensation, if applicable. The Consultant shall secure worker's compensation for all of its employees as required by law. If the number of employees is insufficient to obtain such coverage, a statement to this effect shall be attached hereto in lieu of the Worker's Compensation Certificate.
9. 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 addresses shown above (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

10. Agents or Assistants. All agents, assistants, persons, corporations and subcontractors of the Consultant that perform work pursuant to this agreement shall do so as independent contractors and not as employees of the County.
11. 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, the County agrees to compensate the 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 the Consultant shall become the property of the County as full discharge of the Consultant's liability hereunder.
12. Damages. Consultant's cumulative liability to County for any breach of this agreement 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 acknowledges 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 allocation of such risk.

By Entering into this Contract or by submitting a bid, 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 Chapter 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

Peter Batcheller
By

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

Ed FitzGerald
2014-02-20 15:56:37