

## BODY TRANSPORTATION CONTRACT

THIS CONTRACT is entered into this 8 day of July, 2013 ("effective date"), by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY") and Esposito Mortuary Services, Inc. (hereinafter called "VENDOR"):

The COUNTY and the VENDOR hereto agree as follows:

- I. DESCRIPTION OF SERVICES - The VENDOR shall provide the following services:
  - A. VENDOR is to provide prompt, efficient and professional service in transporting dead bodies, from a private residence, public building, public street, private property, industrial building, area hospital, or any other location within the jurisdiction of the Cuyahoga County Medical Examiner.
  - B. VENDOR shall comply with all requirements set forth in the Request for Proposal and this CONTRACT. In the event that the language in this CONTRACT directly contradicts language in the Request for Proposal, this CONTRACT governs.
  - C. VENDOR's bases of operation shall be geographically located so that the 2 hour response time can readily be met.
  - D. VENDOR must be in continuous and instantaneous contact with the Office of the Medical Examiner. An answering service is not acceptable.
  - E. VENDOR is required to perform Body Transportation Services upon the request of the COUNTY and to the satisfaction of the COUNTY. The COUNTY, in its sole discretion, has the right to determine whether and when to utilize the services of VENDOR. This CONTRACT and the prior agreements with VENDOR are not exclusive and the COUNTY can, in its sole discretion, decide to transport any body that it chooses or have another entity transport the body.
  - F. In all instances of body conveyance, it is understood that the body will be brought directly to the County Medical Examiner's Office after the body has been officially pronounced dead.
  - G. All ambulances used for body transportation by VENDOR shall be manned at all times by two (2) trained attendants from a station located within their assigned service area. All body transportation activities will be conducted at the direction of Medical Examiner's Office personnel.
  - H. In the event of a mass disaster/mass casualty situation or other situation that requires numerous bodies to be transported, the VENDOR shall secure competent back up ambulance service for body transportation.
  - I. Upon receipt of a call from the COUNTY notifying the VENDOR to respond to a death call, VENDOR operators must assure themselves of the correct name and address of the deceased, as well as the circumstances that could govern the need for special equipment, the exact location of the body, the name of the morgue attendant and time of requested service, and any other relevant information. VENDOR must dispatch a transportation vehicle to the location immediately. The body should be delivered to the COUNTY

Medical Examiner's Office within 2 hours of the call being dispatched.

- J. The VENDOR is required to provide and maintain at least two (2) vehicles at all times with a crew of two (2) persons per vehicle. An ambulance or full size and properly equipped van is considered to be an acceptable vehicle. The vehicles shall be equipped with such supplies and equipment to meet all present and future federal, state and local standards and laws related to body transportation. All expenses related to these requirements shall be the sole responsibility of the VENDOR.
- K. VENDOR is responsible for handling and safeguarding the personal effects of a person whose death occurs under circumstances that require the Medical Examiner's justification as required by law. When death occurs in any location other than a hospital, the VENDOR shall not touch personal effects on the body or on the premises. VENDOR shall comply with any police request that the VENDOR bring the key and any identification information of next of kin, or other related items or materials that the police have been authorized to release to the VENDOR by the Medical Examiner or Agent of the Medical Examiner.
- L. The VENDOR shall submit itemized invoices monthly to the COUNTY containing the following information: Contract Number, Date, Time, Name of Deceased, Case Number, Conveyed From (Location, Municipality), Conveyance Record Number, Fee and Remarks Column. All invoices shall be sent by the VENDOR to the following address:

Attn: Toni Wlosowicz  
Cuyahoga County Medical Examiner's Office  
11001 Cedar Avenue  
Cleveland, Ohio 44106

The COUNTY shall make the final determination of whether any or all of the invoice is payable by the COUNTY.

## II. TERM AND BUDGET

This Contract shall run from August 1, 2013 to July 31, 2014 ("Initial Term") with a maximum *not-to-exceed* dollar value of \$375,000 for the CONTRACT term. The services under this CONTRACT are on as needed basis, as determined by the COUNTY, and there is no obligation on the COUNTY to procure any minimum amount of services or to expend any minimum dollar amounts. During Year One of the CONTRACT (8/1/2013 to 7/31/2014), the pricing shall be \$172.00 per body for the first 1200 bodies that are transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year One and \$169.00 for each additional body transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year One. No premium will be paid for mass disaster/mass casualty, decomposed, mutilated, burned, contagious, infectious, obese or any other type of special/unique bodies that are transported.

To enable the COUNTY's Fiscal Officer to certify the availability of funds for this Contract, which extends outside the duration of the COUNTY's annual appropriations in the COUNTY's budget, the parties agree that all of the COUNTY's obligations under this CONTRACT are subject to annual appropriation of funds by the Cuyahoga County Council and that the failure of such appropriation by the Council constitutes a lawful termination of the CONTRACT. The

Cuyahoga County Medical Examiner or his designee agrees to submit the request for such appropriation to Council, and in the event that the County Council does not appropriate sufficient funds for the continuation of this CONTRACT, the County shall provide written notice to VENDOR of same within thirty days.

The COUNTY shall have the option of renewing the CONTRACT with VENDOR up to 3 times for additional term of not less than one year each ("Renewal Term") and for revised fees as then negotiated, unless the CONTRACT is terminated as provided herein. However, the price for Year Two (8/1/2014 to 7/31/2015) of the CONTRACT shall be no more than \$175.00 per body for the first 1200 bodies that are transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Two and \$172.00 for each additional body transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Two; the price for Year Three (8/1/2015 to 7/31/2016) of the CONTRACT shall be no more than \$178.00 per body for the first 1200 bodies that are transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Three and \$175.00 for each additional body transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Three; the price for Year Four (8/1/2016 to 7/31/2017) shall be no more than \$181.00 per body for the first 1200 bodies that are transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Four and \$178.00 for each additional body transported to the satisfaction of the COUNTY pursuant to this CONTRACT during Year Four. Prior to the end of the Initial Term or any Renewal Term of this CONTRACT, the COUNTY will negotiate the revised fees that shall not exceed the amounts listed herein. Regardless of the amount negotiated for each individual body transported, the total CONTRACT amount for transporting all bodies shall not exceed \$375,000 per year.

**III. EQUIPMENT AND SUPPLIES** - All equipment, materials and supplies are the responsibility of the VENDOR and must be supplied and maintained by the VENDOR. The following equipment and supplies must be available to be used as the situation dictates:

- a. Two (2) cots or stretchers or a combination of one (1) cot and one (1) stretcher must be in the vehicle at all times when in service.
- b. Disaster pouches must be in the vehicle at all times when in service.
- c. One (1) basket and pouch (for drowning or putrefied cases).
- d. Adequate ties or fastening devices to secure the body must be in the vehicle at all times when in service. The zip tie seals should be numbered.
- e. Sufficient body bags provided by VENDOR at VENDOR's cost must be present in the vehicle.
- f. Body bags should be comparable or superior to LDI Corporation's adult size with curved zipper body bag.
- g. Clean sheets maintained by the operator's laundry service, must be in the vehicle at all times when in service.
- h. Masks, aprons, gloves and goggles, or comparable protection garments, must be in the vehicle at all times when in service.
- i. Standby equipment and supplies for each of the above categories.

IV. DRESS CODE - The VENDOR will be responsible for its personnel adhering to the following uniform regulations when they are in service for the COUNTY. Uniform Description:

- Uniform shirt with proper emblem
- Black or dark blue trousers
- Black Shoes
- Black or dark blue socks
- Uniform to be worn only when on duty.
- No emblem substitution or addition without authorization from the Medical Examiner.

There will be no variance from this uniform policy without the express written consent of the Medical Examiner.

V. MONTHLY MEETING – The COUNTY requires a mandatory, monthly meeting with the VENDOR's owner at Cuyahoga County Medical Examiner's Office. At the COUNTY's discretion and if approved in advance by the COUNTY, the VENDOR can send a designee to the monthly meeting.

VI. ON SITE VISITS - The COUNTY shall be allowed to access, review and discuss activities and records and shall be allowed to interview and visit the facilities of VENDOR upon request.

VII. INDEMNIFICATION BY VENDOR – VENDOR shall have the sole liability for, and shall indemnify, defend, and hold harmless the COUNTY against all acts and omissions by it or any of its employees or agents in any way relating to this CONTRACT or arising from the services rendered under this CONTRACT, any workers' compensation claims relating to VENDOR's performance under this CONTRACT, as well as any and all breaches of any terms, certifications, representations, warranties, or other covenants under this CONTRACT. VENDOR, on behalf of itself, its owners, members, directors, officers, employees, agents, representatives, parents, subsidiaries, affiliates, successors, and assigns hereby release and shall continue to release and hold the COUNTY harmless from any and all claims, losses, or other liabilities in any way relating to this CONTRACT or arising from the services rendered under this CONTRACT, including, but not limited to, workers' compensation.

VIII. NO INDEMNIFICATION BY COUNTY – VENDOR acknowledges that as an Ohio political subdivision, the COUNTY is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this CONTRACT or any other contract or agreement between the COUNTY and VENDOR may be interpreted to obligate the COUNTY to indemnify or defend VENDOR or any other party.

IX. VENDOR IS AN INDEPENDENT CONTRACTOR – The VENDOR is and shall remain an independent contractor with respect to services performed under this CONTRACT. VENDOR accepts full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, retirement benefits, pensions, annuities which are measured by the wages, salaries or other remuneration paid to

persons employed by VENDOR for work performed under the terms of this CONTRACT and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated and VENDOR agrees to indemnify and hold the COUNTY harmless from any such contributions, taxes or liability.

- X. LABOR AND MATERIAL - VENDOR shall truly, and promptly pay or satisfy any and all claims of persons who have performed labor or furnished materials or equipment for VENDOR in the performance of this CONTRACT, including all bills, costs, or claims of whatever kind which may become a lien upon the services performed under this CONTRACT.
- XI. PERFORMANCE BOND – A Performance Bond in the sum equal to \$18,750 shall be provided by VENDOR to the COUNTY. Such bond shall be conditioned on the faithful performance of the work in accordance with the Request for Proposal and this CONTRACT for the term of this CONTRACT. When the bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:
  - A. A certified power of attorney for the agent to sign the bond; and
  - B. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.
- If the VENDOR fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the CONTRACT.
- XII. ANTI-DISCRIMINATION – The COUNTY will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, the VENDOR shall at all times conduct their business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XIII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COUNTY.
- XIV. LICENSURE - The VENDOR and its employees shall have the appropriate license(s) and/or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COUNTY of any change in licensure status affected by the certifying authority.

XV. AMENDMENT - This CONTRACT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COUNTY and the VENDORS. The VENDORS agrees that no representation or warranties shall be binding upon the COUNTY unless expressed in writing herein or in a duly executed amendment hereof.

XVI. TERMINATION

- A. For Cause: If the VENDOR breaches any terms for this CONTRACT or if any of the certifications, representations, and warranties under this CONTRACT turn out not to be true or cease to be true, the COUNTY shall have the right to immediately terminate this CONTRACT with VENDOR by giving written notice of termination to VENDOR.
- B. For Convenience: This CONTRACT may be terminated by the COUNTY upon thirty (30) days prior written notice. This CONTRACT may be terminated by the VENDOR upon ninety (90) days written notice.

XVII. CONFIDENTIALITY – Due to the sensitive nature of the work that VENDOR does for the COUNTY, VENDOR and its employees, agents, and designees shall not disclose to any third parties any information related to bodies transported pursuant to this CONTRACT. VENDOR shall take all measures necessary to protect the confidentiality of any information related to the services done under this CONTRACT. VENDOR's confidentiality obligations are in place both during and after work is done under this CONTRACT.

XVIII. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If VENDOR fails to perform an obligation or obligations under this CONTRACT and thereafter such failure(s) is (are) waived by the COUNTY, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COUNTY is not effective unless it is in writing and signed by the COUNTY.

XIX. NOTICES. Any notice to be given under this CONTRACT by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the COUNTY:      Attn: Toni Wlosowicz  
                            Cuyahoga County Medical Examiner's Office  
                            11001 Cedar Avenue  
                            Cleveland, Ohio 44106

With a copy to: Attn: Cuyahoga County Director of Law  
Cuyahoga County Department of Law  
1219 Ontario Street, 4th Floor  
Cleveland, Ohio 44113

To VENDOR: Attn: Aaron A. Esposito  
Esposito Mortuary Services, Inc.  
1575 West 117th  
Cleveland, Ohio 44107

XX. ETHICS REQUIREMENTS - The VENDORS shall comply with all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics Ordinance and Cuyahoga County Inspector General Ordinance. The VENDORS agree that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this CONTRACT for all purposes. The VENDOR shall also comply with all state and federal ethics laws.

XXI. VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. VENDOR and its employees and agents do not have any interest in this CONTRACT that would constitute a conflict of interest or other violation of Federal, State, or Local laws or rules.

XXII. PUBLIC RECORDS - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.

XXIII. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this CONTRACT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXIV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and VENDOR. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of the COUNTY and the VENDOR. VENDOR recognizes and agrees that no public official or employee of COUNTY may be

deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY's Contracting and Purchasing Procedures.

**XXV. CONTRACT INTERPRETATION AND CONSTRUCTION** - In the event an ambiguity or question of intent or interpretation arises, this CONTRACT shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of authorship of any of the provisions of this CONTRACT.

**XXVI. INSURANCE**

The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this CONTRACT.

**1. Mandatory Insurance Requirements**

(a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

If VENDOR has employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Additional Mandatory Insurance Coverage

(a) Umbrella/Excess Liability Insurance with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by VENDOR.

(c) Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this CONTRACT.

**XIX. INSURANCE COVERAGE TERMS AND CONDITIONS**

1. The insurance policies of the VENDOR required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the COUNTY.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the VENDOR stated elsewhere in this CONTRACT or as provided by law.
4. The VENDOR shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this CONTRACT.
5. The COUNTY reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the COUNTY.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The VENDOR shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the COUNTY shall not constitute a waiver of any rights of the parties under this CONTRACT.

XX. CRIMINAL RECORDS CHECK - VENDOR and its employees and agents do not have a criminal background or record that would bar them from performing their obligations under this CONTRACT. The VENDOR shall also immediately notify the COUNTY of any change affecting an employee or agent of VENDOR's criminal background or record. VENDOR shall comply with state and federal law regarding criminal records checks for prospective employees, employees and volunteers. Before a new employee of VENDOR is hired by VENDOR, the VENDOR must conduct a criminal background check of the prospective employee. The COUNTY is to be promptly notified of any new hire of VENDOR and VENDOR shall send the COUNTY a copy of the new employee's background check. The new employee shall not do any work for the COUNTY under this CONTRACT until the COUNTY approves of the new employee. The COUNTY shall receive upon request verification of police checks, reference checks, criminal background checks, and confirmation of educational requirements for all employees and volunteers of VENDOR assigned to the work required under this CONTRACT. All employees of VENDOR who do work for COUNTY under this CONTRACT shall have a valid Ohio driver's license without any restrictions.

XVII. COUNTERPARTS AND FACSIMILE/ELECTRONIC EXECUTION - This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this CONTRACT (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

XVIII. **SEVERABILITY** - If any provision of this CONTRACT is invalid or unenforceable for any reason, this CONTRACT shall be divisible as to such provision and the remainder of this CONTRACT shall be and remain valid and binding as though such provision was not included herein.

XIX. **PARTIES BOUND AND BENEFITED**. This CONTRACT shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officials, officers, representatives, successors, and assigns.

XX. **NO APPARENT AUTHORITY/PROPER APPROVALS** - VENDOR recognizes and agrees that no public official or employee of the COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to the COUNTY's Contracting and Purchasing Procedures Ordinance.

XXI. **ELECTRONIC SIGNATURES** - By entering into this CONTRACT, the VENDOR agrees 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 the signature was manually affixed to a paper version of the document. The VENDOR also agrees 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.

XXII. **VENDOR ETHICS TRAINING** - VENDOR agrees to complete the COUNTY's vendor registration requirements, including Vendor Ethics Training, and to remain in compliance with the COUNTY's vendor ethics requirements throughout the duration of this CONTRACT. Information about Cuyahoga County's Vendor Ethics Training is available at the Cuyahoga County Inspector General's web site at <http://inspectorgeneral.cuyahogacounty.us>.

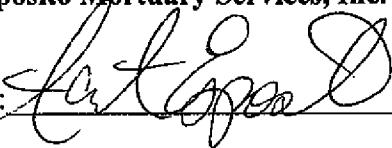
XXIII. **CONTINUING REPRESENTATIONS** - VENDOR shall ensure that all of its certifications, representations, promises, and warranties under this CONTRACT shall remain true throughout the duration of the CONTRACT as if they are continuing commitments.

XXIV. This CONTRACT constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this CONTRACT shall be binding upon the parties unless set forth in writing signed by both parties, or their respective successors or assigns.

IN WITNESS WHEREOF, the COUNTY, and the VENDOR executed this CONTRACT as of the date first above written.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

**Esposito Mortuary Services, Inc.**

By: 

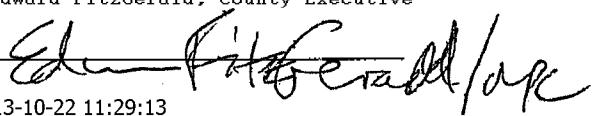
Print Name: AARON A. ESPOSITO

Its: President

Date: 7/8/2013

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

By: 

2013-10-22 11:29:13

Print Name: Edward FitzGerald

Its: County Executive

Date: \_\_\_\_\_