

CONTRACT

This CONTRACT ("Contract") is entered into between the County of Cuyahoga, Ohio (hereinafter referred to as the "County"), 1219 Ontario Street, Cleveland, Ohio, 44113; and Dr. Alisa Taddeo (hereinafter referred to as "Dr. Taddeo") whose local mailing address is 1396 Belrose Road, Mayfield Heights, Ohio 44124.

WHEREAS the County has matters involving spay/neuter surgeries for dogs housed at the County Kennel; and

WHEREAS Dr. Taddeo is a Licensed Veterinarian, capable of performing such surgeries;

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

1. Term. The term of this Contract shall be for a period of one year (twelve months) commencing on August 1, 2012 and concluding on December 31, 2012 ("Term"). County reserves the option to cancel this Contract for convenience at any time with thirty days written notice.
2. Scope of Services. During the Term, Dr. Taddeo shall provide spay/neuter surgeries for dogs housed at the County Kennel, as requested by the County.
3. Compensation. For services and materials rendered and expenses incurred under this Contract, Dr. Taddeo shall be entitled to compensation at the rate of \$40.00 for neuter & \$50.00 for spay per surgery, with the total amount of such compensation not to exceed \$9,000.00. Dr. Taddeo shall provide a written invoice to the County relating to service performed that is itemized and supported as reasonably requested by the County. The County shall authorize payment to Dr. Taddeo of an approved invoice within a reasonable time so that payment may be processed within thirty (30) days after approval of each invoice.
4. Indemnity. Dr. Taddeo agrees that she will at all times indemnify and hold harmless and, at the County's option, defend or pay for an attorney selected by the County to defend, 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 resulting from the services performed by Dr. Taddeo under this contract. The provisions of this Section 4 shall survive the termination or expiration of this Contract. To the extent considered necessary by the County, any sums due Dr. Taddeo under this Contract may be retained by the County until all of the County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; provided that the County may not retain any sums due under this Contract absent actual notice of a claim that may result in such indemnification.
5. Non-Assignment. Dr. Taddeo shall not assign or transfer any interest in this Contract

without the express written consent of the County.

6. Relationship of Parties. Dr. Taddeo is performing pursuant to this Contract only as an independent contractor. Dr. Taddeo has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed her obligations set forth in this Contract, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between Dr. Taddeo and the County. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.
7. Applicable Law/Forum. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio. This Contract is subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (the "County Ordinances"). Dr. Taddeo shall comply with all County Ordinances as an integral part of this Contract. Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us>. Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the parties agree to the exclusive jurisdiction and venue of such court to resolve same.
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. Workers Compensation. Dr. Taddeo shall secure worker's compensation for all of her 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.
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 addresses shown above (or at such other address for a party as shall be specified by notice given pursuant hereto):

To the County: Department of Public Works
 Attn: Lesley DeSouza
 1642 Lakeside Avenue
 Cleveland, Ohio 44114

To Dr. Taddeo: Dr. Alisa Taddeo
 1396 Belrose Road
 Mayfield Heights, Ohio 44124

11. Electronic Signature. The parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The parties also agree, 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

Dr. Alisa Taddeo



Edward FitzGerald, County Executive


COUNTY OF CUYAHOGA, OHIO

2012-09-10 09:20:10

By _____