

DISPATCH SERVICE AGREEMENT

Pursuant to R.C. 737.04 and 737.041 together with the exercise of the powers set forth in the Charter and the Constitution, this Agreement is made this _____ day of _____. 2024 by and between the **CITY OF HUDSON, OHIO** ("Hudson") and the **VALLEY FIRE DISTRICT** ("Valley") (Hudson and Valley are collectively referred to herein as the "Parties").

In consideration of the mutual promises herein contained, the Parties agree as follows:

1. Purpose. Hudson will provide 24-hour, seven days per week dispatching services for Valley Fire (hereinafter, the "Service").
2. Term. The term of this Agreement shall be three years beginning January 1, 2025 and shall continue in full force and effect until and including December 31, 2027.
3. Price and Payment. Valley Fire agrees to pay Hudson the following amounts for provision of the Service:
 - a. Service from January 1, 2025 - December 31, 2025, due and payable January 1, 2025: \$38,500.00.
 - b. Service from January 1, 2026 - December 31, 2026, due and payable January 1, 2026: \$38,500.00,
 - c. Service from January 1, 2027 - December 31, 2027, due and payable January 1, 2027: \$38,500.00.
4. Waiver/Hold Harmless. Valley Fire releases and covenants not to sue for any claim related to any Services provided hereunder and agrees to defend, indemnify and hold harmless Hudson, its employees, elected officials, members of the Hudson Police Department, including its chief of police, police officers, and dispatchers individually from any and all liability arising out of performance of this Agreement. All governmental immunities applicable to the City of Hudson shall be available to Valley Fire District pursuant to Ohio law. This foregoing terms related to indemnity do not apply to any criminal acts, gross neglect, or intentional acts.
5. Insurance. During the term of this Agreement, Valley Fire shall purchase and keep in place general liability insurance of not less than \$3,000,000.00 (\$1,000,000.00 general liability and \$2,000,000.00 liability umbrella coverage) insuring against liability as a result of any act or omission of Valley Fire, Hudson or their respective officers **or** employees. Hudson shall be named as an additional insured under the aforementioned policies
6. Cancellation. Either party may cancel the services of this Agreement with at least ninety (90) days written notice to the other party.
7. Modification. Any modification to this Agreement shall be in writing and signed by both Parties.
8. Assignment. This Agreement is personal. Neither party may assign this Agreement without the Written consent of the other party.

9. Separability. This Agreement is separable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement remain binding.
10. Entire Agreement. This Agreement is the entire understanding of the Parties. Any promise or condition not contained in this Agreement is not binding on the Parties.
11. Authorization. This Agreement is entered into pursuant to Resolution No. 2024 - ____ of the City of Hudson, Ohio and Resolution No. 20210920-C01 of the Valley Fire District, Summit County, Ohio.
12. Arbitration.
- (a) The parties agree that any disputes arising under this Agreement as to application and interpretation shall or monies due and payable hereunder may be submitted to arbitration upon the demand of either party after any issue has remained unresolved for sixty (60) days.
 - (b) The Arbitrator shall be determined by submitting a request to the Akron Bar Association to provide a list of seven (7) local arbitrators. Within then (10) days of receiving the list the Parties shall select an arbitrator. If an arbitrator in not mutually agreed upon from the list, the Parties shall alternate striking names from the list until one name remains. The Party requesting the arbitration shall be the first to strike a name.
 - (c) The arbitration hearing shall be conducted pursuant to the terms of the rules of Voluntary Arbitration of the AAA.
 - (d) The fees of the arbitrator and costs associated with conducting the arbitration shall be shared equally between the Parties. All other expenses associated with the arbitration shall be borne by the Party incurring them. Neither Party shall be liable for any of the expenses incurred by the other Party.
13. Counterparts / Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF HUDSON, OHIO

VALLEY FIRE DISTRICT

By: _____
Thomas J. Sheridan
City Manager, City of Hudson

By: _____
Amy Anderson
Chairperson, Valley Fire District

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Marshal Pitchford
City Solicitor, City of Hudson
1140 Terex Road
Hudson, OH 44264
330-342-1700

Attorney, Valley Fire District
5287 Dogwood Drive
Peninsula, OH 44264
330-657-2292

CERTIFICATE OF FISCAL OFFICER

I, the undersigned Fiscal Officer of the Valley Fire District, hereby certify that the amount of money required to meet the Valley Fire District's obligations under this Agreement has been lawfully appropriated for such purposes and is in the treasury of the Valley Fire District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Valley Fire District Fiscal Officer Date