

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 _____ 2021 by and between the **CITY OF HUDSON, OHIO** ("Hudson") and the **VALLEY FIRE DISTRICT** ("Valley Fire") (Hudson and Valley Fire 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, 2022 and shall continue in full force and effect until and including December 31, 2024.
3. Price. Valley Fire agrees to pay Hudson the following amounts for provision of the Service:
 - a. Service from January 1, 2022 - December 31, 2022, due and payable January 1, 2022: \$35,000.00.
 - b. Service from January 1, 2023 - December 31, 2023, due and payable January 1, 2023: \$35,000.00.
 - c. Service from January 1, 2024 - December 31, 2024, due and payable January 1, 2024: \$35,000.00.
4. Hold Harmless. Valley Fire agrees to hold Hudson, its employees, elected officials, members of the Hudson Police Department, including its chief of police, police officers, and dispatchers individually harmless 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. This hold harmless clause does 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 or its officers or employees.
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. 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. 2021-____ of the City of Hudson, Ohio and Resolution No. 20210920-001 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 American Arbitration Association (AAA) 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Hudson, Ohio.

CITY OF HUDSON, OHIO

VALLEY FIRE DISTRICT

By: _____
City Manager

By: [Signature]
Chairperson

Date: _____

Date: 9/20/2021

Street Address

PO Box 212
Street Address

City, State, Zip

Peninsula OH 44264
City, State, Zip


Telephone Number

330-657-2392
Telephone Number

Approved as to Form:

Approved as to Form:

Matthew J. Vazzana
City Solicitor, City of Hudson


Alfred E. Schrader
Attorney – Valley Fire District

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

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Catherine Anson, Fiscal Officer of the Valley Fire District, Summit County, Ohio, in accordance with §5705.41 of the Ohio Revised Code, hereby certify that the amounts required to meet the obligation of this agreement in the fiscal year in which it has been made have been lawfully appropriated by Valley Fire District for such purposes or such funds are in the process of collection to the credit of the appropriate fund.



Valley Fire District Fiscal Officer

9/20/21

(date)