

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 **VILLAGE OF PENINSULA, OHIO** ("Peninsula") (Hudson and Peninsula 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 Peninsula Police Department (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. Peninsula 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: \$30,000.00.
 - b. Service from January 1, 2023 – December 31, 2023, due and payable January 1, 2023: \$30,000.00.
 - c. Service from January 1, 2024 – December 31, 2024, due and payable January 1, 2024: \$30,000.00.
4. Hold Harmless. Peninsula 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.
5. Insurance. During the term of this Agreement, Peninsula 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 Peninsula 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. Nether 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. _____ of the Village of Peninsula, Summit County, Ohio.

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

CITY OF HUDSON, OHIO

VILLAGE OF PENINSULA, OHIO

By: _____
City Manager

By: Donald Schump
Its Mayor

Date: _____

Date: 9-13-2021

Approved as to Form:

Approved as to Form:

Matthew J. Vazzana
City Solicitor, City of Hudson

Bradric Bryan
Bradric Bryan
Village Solicitor, Village of Peninsula

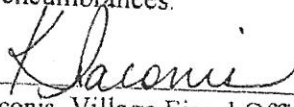
1582 Main Street
Street Address

Peninsula, OH 44264
City, State, Zip

(3) 657-2151
Telephone Number

CERTIFICATE OF FISCAL OFFICER

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



Katie Iaconis, Village Fiscal Officer