

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 **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, 2025 and shall continue in full force and effect until and including December 31, 2027.
3. Price. Peninsula 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: \$33,000.00.
 - b. Service from January 1, 2026 - December 31, 2026, due and payable January 1, 2026: \$33,000.00,
 - c. Service from January 1, 2027 - December 31, 2027, due and payable January 1, 2027: \$33,000.00.
4. Waiver/Hold Harmless. Peninsula 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 related to or arising out of the 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, 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. 2021-106 of the City of Hudson, Ohio and Resolution No. _____ of the Village of Peninsula, Summit County, Ohio.

12. 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.

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

CITY OF HUDSON, OHIO

VILLAGE OF PENINSULA, OHIO

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

By: _____
Daniel Schneider Jr.
Mayor, Village of Peninsula

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Marshal Pitchford
City Solicitor, City of Hudson
1140 Terex Road
Hudson, OH 44236
330-342-1700

Bradric Bryan
Village Solicitor, Village of Peninsula
1582 Main Street
Peninsula, OH 44264
330-657-2151

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