

**EXHIBIT A****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 4<sup>th</sup> day of November, 2020 by and between the Village of Richfield, Ohio ("Richfield") and the Village of Peninsula, Ohio ("Peninsula")

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

1. **Purpose.** Richfield will provide 24-hour, seven days per week dispatching services for the Peninsula Police Department.
2. **Term.** The term of this Agreement shall be three years beginning January 1, 2021 and shall continue in force and effect until and including December 31, 2023.
3. **Price.** Peninsula agrees to pay Richfield the following installments:
  - a. 1<sup>st</sup> year \$35,141 (3.3% increase)
    - i. \$8,785.25 due 1/1/2021 and 4/1/2021
    - ii. \$8,785.25 due 7/1/2021 and 10/1/2021
  - b. 2<sup>nd</sup> year \$36,300 (3.3% increase)
    - i. \$9,075.00 due 1/1/2022 and 4/1/2022
    - ii. \$9,075.00 due 7/1/2022 and 10/1/2022
  - c. 3<sup>rd</sup> year \$37,498 (3.3% increase)
    - i. \$9,374.50 due 1/1/2023 and 4/1/2023
    - ii. \$9,374.50 due 7/1/2023 and 10/1/2023
4. **Hold Harmless.** Peninsula agrees to hold Richfield, its employees, elected officials, members of the Richfield 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 (\$1,000,000 general liability and \$2,000,000 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 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.

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- 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. 81-2020 of the Village of Richfield and Resolution No. \_\_\_\_\_ of the Village of Peninsula, Summit County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio.

VILLAGE OF RICHFIELD

VILLAGE OF PENINSULA

By: Michael Weeks  
Its Mayor

By: \_\_\_\_\_  
Its Mayor

And: Sandy Lunk  
Its Finance Director

And: \_\_\_\_\_  
Its Clerk/Treasurer

Date: 11-6-2020

Date: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Approved as to form and correctness by:

\_\_\_\_\_  
City, State, Zip

Alejandro Cortes  
Alejandro Cortes  
Law Director

\_\_\_\_\_  
Telephone Number