

**ADDENDUM TO THE AGREEMENT BETWEEN THE CITIES OF PARMA HEIGHTS
AND PARMA TO ESTABLISH CONSOLIDATED COMMUNICATIONS CENTER IN
PARMA OHIO ('AGREEMENT')**

This Addendum to the Agreement is made as of the _____ day of _____, 2018, by and between the City of Parma Heights ("Parma Heights") and the City of Parma ("Parma"). Also referred herein as the "parties" and/or "party".

RECITALS

WHEREAS, beginning on or about August 1, 2015 Parma Heights and Parma previously entered into an Agreement to Establish a Consolidated Communications Center in Parma, OH. ("Agreement"); and,

WHEREAS, Parma Heights and Parma, among other things, desire that certain changes be made to the Agreement; and,

WHEREAS, among those changes to the Agreement between Parma Heights and Parma is that the Agreement be extended for one year commencing on August 1, 2018 and ending on July 31, 2019 and the monthly user fees be readjusted; and,

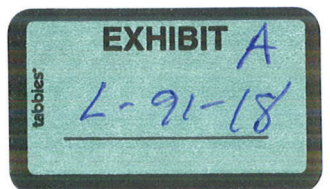
WHEREAS, under **Article VI titled "Miscellaneous Provisions" B. Modifications of Contract** Parma Heights and Parma contemplated that certain changes to the Agreement may be made from time to time; and

WHEREAS, Parma Heights and Parma desire to modify certain terms and conditions of the Agreement, in the manner hereinafter provided.

NOW THEREFORE, for and in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein by reference and made a part hereof, the provisions of this Addendum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is hereby amended as follows:

1.1 Article I titled "Public Safety Dispatch Services" A. DURATION OF AGREEMENT shall now read: This Agreement shall commence on August 1, 2018 and continue for one year and further pursuant to Article II.



1.2 Article I titled “Public Safety Dispatch Services” C. ESTABLISHMENT OF THE CENTER 4. PAYMENT FOR DISPATCH SERVICES – Parma Heights, in consideration of the provisions of dispatch services outlined herein, agrees to pay Parma the amount of Thirty Six Thousand Nine Hundred Sixty Two Dollars and 31/100 Cents (\$36,962.31) a month, commencing on August 1, 2018, through July 31, 2019.

1.3 Article II titled “Termination” TERM/TERMINATION – This Agreement shall remain in effect for one year from August 1, 2018 but will automatically renew from year to year unless terminated in writing, with or without cause for any reason or no reason, by either party, six months prior to the renewal date. The agreement may also be terminated by mutual agreement of the parties. Notwithstanding the foregoing provisions, Parma Heights may issue written notice on or after October 1, 2018, to terminate this Agreement, with or without cause for any reason or no reason, giving at least six months’ notice to Parma, provided that Parma Heights shall pay Parma at the time notice is give a one-time early termination fee in the amount of Thirty Six Thousand Nine Hundred Sixty Two Dollars and 31/100 Cents (\$36,962.31). The early termination fee shall be in addition to any monthly payments for services made pursuant to Article I, Section C.4.

1.4 Article V titled “Certification of Funds” - Ohio Revised Code Section 5705.41 requires Parma Heights to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection.

Parma Heights, in accordance with Ohio Revised Code Section 5705.41, will certify this Agreement for Four Hundred Forty Three Thousand Five Hundred Forty Seven Dollars and 72/100 Cents (\$443,547.72) and shall recertify this Agreement each year for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds the Agreement shall be re-certified by the Treasurer or Finance Director of Parma Heights and a copy of the additional certification shall be provided to Parma's Treasurer.

Failure to certify additional funds as required by this Agreement shall be grounds for immediate termination of this Agreement.

2. Ratification. This Addendum shall modify and amend the Agreement to the extent herein provided. Except as expressly provided in this Addendum, all of the other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

3. Modification of Addendum. It is understood and agreed that this Addendum may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

4. Multiple Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

5. Choice of Law/Forum. This Addendum shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

6. Severability. If any provision of this Addendum, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties executed this AGREEMENT as of the _____ day of _____, 2018

CITY OF PARMA HEIGHTS

CITY OF PARMA

Mayor Michael Byrne
City of Parma Heights

Mayor Tim DeGeeter
City of Parma

Approved as to form:

Approved as to form:

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