

AGREEMENT

THIS AGREEMENT, made as of this 28 day of February 2020, by and between the Russell Township Board of Trustees, P.O. Box 522, Noyalty, Ohio 44072, Ohio, hereinafter called the "Township", and Finley Fire Equipment Co, Inc. and Ohio Corporation located at 5255 North State Route 60 NW, McConnelsville, Ohio 43756 hereinafter called the "Contractor".

THIS AGREEMENT shall not become a contract binding upon the parties concerned until the parties have properly signed this Agreement.

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

WITNESSETH:

That for and in consideration of the payment and agreements hereinafter mentioned to be made and performed by the Township, the Contractor hereby agrees to faithfully perform all things to be done under this Agreement. The Contractor agrees to provide a Quantum Pumper as described in the Proposal and additional documentation attached as Exhibit 1 and Exhibit 2 as further described in the Contractor's Proposal attached hereto, hereinafter referred to as the "Project." At the Contractor's own proper cost and expense, the Contractor shall furnish all materials, labor, equipment, personnel and other services necessary to complete the Project.

The Contractor shall receive payment in the amount of Six Hundred and Sixty-Two Thousand, One Hundred and Twenty-Five Dollars and Zero Cents (\$662,125.00) for all services rendered under this Agreement. Contractor shall provide an invoice to the Township upon completion of the work. Township shall not be required to provide Contractor with a deposit.

The Township and Contractor agree that the same terms as offered to the State of Ohio and stated as such in the contract terms for state bid contract number 800721, as amended at the time of this Agreement, are extended and applied to this Agreement with the Township. A copy of those terms are attached as Exhibit 3 and Exhibit 4 and incorporated herein by reference. Contractor agrees that the total price quoted in the proposal is equivalent to or less than the price of Project pursuant to the contract 800721 and the current contract price list.

The Township and Contractor further agree to the following:

- (1) Any changes to the Project, including those changes that would result in an increase in cost to the Township, must be agreed to in writing by the Township and Contractor.
- (2) Contractor understands that the Township's intention is to obtain financing for Project and that this Agreement is contingent upon the Township receiving said financing. In the event Township is unable to obtain financing acceptable to the Township within 30

days from the execution of this Agreement, this Agreement may be terminated by Township.

- (3) The delivery date shall be 270 days after receipt of this fully executed Agreement as set forth in Exhibit 4. A one hundred dollar (\$100.00) per day penalty will be deducted from the final payment due for the Quantum Pumper for each day the manufacturer and/or Contractor is late with delivery.

**WITNESSETH:**

The Contractor covenants and agrees that this Agreement shall consist of this document together with the following additional documents which shall be incorporated herein:

- a. general liability insurance certificate
- b. worker's compensation certificate
- c. certificate of unresolved findings from the Auditor of State's Office.

**I. INTEREST OF OFFICERS, EMPLOYEES**

No member, officer, or employee of the Township or its designees or agents, or member of the governing body of the locality in which the Project is situated, or any other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for which work is to be performed in connection with the Project under the Agreement.

**II. DISCRIMINATION**

The Contractor in the hiring of employees for the performance of work under this Agreement or any sub agreement shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the services to which the agreement relates.

The Contractor or any person acting on behalf of the Contractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above-written.

**RUSSELL TOWNSHIP  
BOARD OF TRUSTEES**

*Gary G. Gabram*  
Gary Gabram, Trustee

*Jim Mueller*  
Jim Mueller, Trustee

*Kristina Port*  
Kristina Port, Trustee

*Karen Walder*  
Karen Walder, Fiscal Officer

**Finley Fire Equipment Co, Inc**

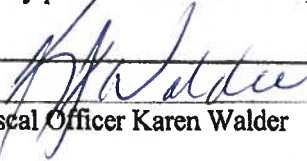
By: *John W. Finley*

Print Name: John W. Finley

Title: President & CEO

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

  
Fiscal Officer Karen Walder

Date: 2/28/2020

APPROVED AS TO FORM:

  
Assistant Prosecuting Attorney