

**AGREEMENT TO RESCIND CONTRACT
AND GENERAL RELEASE**

This Agreement is made and entered into by and between **American Fire Training Systems, Inc.**, 15200 New Ave., Lockport, IL 60441, hereinafter referred to as “American Fire” or the “Contractor” and the **City of Avon, Ohio**, 36080 Chester Road, Avon, Ohio 44011, an Ohio Municipal Corporation, hereinafter referred to as the “City” or the “Owner”.

WHEREAS, pursuant to Resolution R-31-19, passed November 25, 2019, Avon City Council advertised for bids to construct a fire training facility at 36185 Detroit Road, Avon, Ohio; and

WHEREAS, American Fire Training Systems, Inc. turned in the lowest and best bid and on January 27, 2020, Council passed Ordinance No. 13-20 to award that bid and authorize the Mayor to enter into a contact with American Fire; and

WHEREAS, the American Fire and the City entered into a Contract on February 24, 2020 whereby the Contractor was to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services required to construct the Avon Fire Department’s Fire Training Facility at 36185 Detroit Road, Avon, Ohio.

WHEREAS, on March 9, 2020, before any work commenced on the project, Ohio Governor, Mike DeWine issued Executive Order No. 2020-01D declaring a State of Emergency throughout the State brought on by the COVID-19 pandemic; and

WHEREAS, soon thereafter the Ohio Department of Health issued several orders that in effect prevented any work from being performed pursuant to the aforementioned contact; and

WHEREAS, the parties agreed, verbally and through email, to postpone commencement of work on the project until Spring of 2021; and

WHEREAS, in this interim period, the City began negotiations for the purchase of a parcel of land that, if purchased, will be able to house a larger training facility and eliminate some of the issues faced by constructing the tower behind the fire station; and

WHEREAS, the Contractor, facing higher costs for materials and labor, agrees with the City that the best approach might be to re-bid the project later this year or in 2022; and

WHEREAS, with both parties in agreement that the cost increases and the scope of work on the “new” training tower would be so different from what was originally proposed at the current location that it would be in everyone’s best interest to terminate the existing contract and re-bid the project at a later date.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City will pass legislation on or about March 8, 2021 to rescind the contract entered into with American Fire Training Systems on February 24, 2020 pursuant to this agreement; and

2. American Fire Training will accept payment in the amount of Twelve Thousand, Six Hundred and Seventy-Eight Dollars and 70/100 Cents (\$12,678.70) as full, complete and final settlement and satisfaction of any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Contractor has or ever had or may in the future have against the City of Avon arising out of or relating to the contract awarded and/or damages it might claim as a result of said contract termination.

3. By entering into this agreement, the City does not be in any way admit that it has acted wrongfully with respect to the Contractor or any other person, nor does it admit liability or responsibility at any time for any purpose, or that Contractor has any rights whatsoever against the City

4. This Agreement shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Contractor has the authority to release the Claims and has not assigned or transferred any Claims to any other party.

5. This Agreement may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6. Both parties represent they fully understand their right to review all aspects of this Agreement with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Agreement and that they are freely, knowingly and voluntarily entering into it.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement on the dates next to their respective signatures.

Signed in the presence of:

**CONTRACTOR: AMERICAN FIRE
TRAINING SYSTEMS, INC.**

By: 

Printed Name: R.L. GIBSON

Title: NSM

Date: 3-4-2021

CITY OF AVON

By: _____
Bryan K. Jensen, Mayor

Date: _____

APPROVED AS TO FORM:

John A. Gasior, Law Director

Date