

JACKSON TOWNSHIP TRUSTEES

Held April 10, 2020

1:00 pm

BATATTELLE  
N-95 MASK  
CONTRACT.

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P  
Y

Present – Trustee Jakubec-Yes, Trustee Hemphill-Yes, Trustee Frost-Yes, Fiscal Officer Patton-Yes

- Mr. Jakubec asked if there was any discussion on the Sub-Agreement and Exhibit A for the Decontamination of N-95 Masks.
- Mr. Hemphill advised that he has spoken with Fire Chief Graham and Assistant Police Chief Rozzi about participation with the County’s Contract with Batattelle for the cleaning of the masks. They were both in favor of this process.
- Mr. Frost also received an email from Chief Taillon about how the process will be handled and he is definitely in favor.

**RESOLUTION #20-025:** Mr. Hemphill moved and Mr. Frost seconded the motion to enter into the sub-agreement and attached Exhibit A for Mahoning County Agencies, Departments, Political Subdivisions or Non-Profit Corporations located within Mahoning Count for the Decontamination of N-95 Masks. Copy of the full contract and Exhibit A is on file.

JACKSON TOWNSHIP agrees to participate in and be bound by the terms and conditions of the Mahoning County N95 Decontamination Master Services Agreement (hereinafter “MSA”) with Battelle Memorial Institute (“Battelle”). A copy of the MSA is attached and incorporated hereto as JACKSON TOWNSHIP also agrees to be bound and abide by any subsequent addendums or amendments to the MSA Mahoning County will decimate any MSA addendums/amendments to the Billing Contact for Jackson Township.

The Jackson Township further agrees to follow all guidelines for collection, re-distribution, sanitation and related matters as set by Battelle and/or the Mahoning County Emergency Operation Center (EOC) and the payment terms set forth in this agreement. The Jackson Township/ Non-profit Corporation acknowledges that these guidelines may change from time to time,

Currently, Battelle requires, in accordance with their emergency use authorization from the Food and Drug Administration that all masks sent to be cleaned must:

- Be properly labeled as instructed by Battelle.
- Be Free of blood, bodily fluids, makeup or other visible soiling
- Be free from physical damage (rips, missing straps, etc.)
- Be Free of cellulose-based materials

**JACKSON TOWNSHIP** will reimburse Mahoning County \$3.25 per mask sent to Battelle, under the MSA for disinfection by **JACKSON TOWNSHIP**. In the event that Mahoning County is able to receive reimbursement of mask disinfection costs from the State and/or Federal Government, under the various declared state and federal disaster declarations, Mahoning County shall reduce the \$3.25 per mask cost proportionally in accordance with the reimbursement actually received.

Mahoning County will issue invoices to the **JACKSON TOWNSHIP** for the unreimbursed amounts due under the preceding paragraph on or before October 31, 2020. Payment of said invoice shall be due 30 days after issuance.

**Waiver of Costs:**

Should Mahoning County determine that it is not practicable or appropriate under the circumstances to seek payment from JACKSON TOWNSHIP, Mahoning County may waive **JACKSON TOWNSHIP** costs after all reimbursements have been received from the State and Federal Governments and analyzed accordingly.

**Term:**

This agreement shall expire upon the actual payment of the final invoice but in no event shall any Jackson Township submit masks to Battelle for disinfection under the MSA after July 31, 2020.

**EXTENSION and MODIFICATION:**

The terms of this agreement may be extended or modified upon the mutual agreement of the parties.

A Roll Call Vote was called for at this time. A Yes Vote being for the Agreement and a No Vote will be against. Mr. Frost – Yes; Mr. Hemphill – Yes; Mr. Jakubec – Yes.

There being no further business to come before the Board, the meeting adjourned at 1:15pm.

John Jakubec, Trustee Chair

Alan Hemphill, Trustee Co-Chair

Thomas Frost, Trustee

Judy A. Patton, Fiscal Officer