

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 21-56**

**RESOLUTION AUTHORIZING PURCHASE OF EVIDENCE DRYING BIN FOR THE POLICE  
DEPARTMENT FROM MYSTAIRE, AT A TOTAL COST OF \$8,995.00.**

**WHEREAS:** The Police Chief has indicated a need in the Police Department for an evidence drying bin to protect and dry out evidence contaminated by blood, or other bodily substances; and

**WHEREAS:** Evidence drying cabinets are designed to provide a secure and dedicated area for drying wet evidentiary items while creating a barrier to keep out threat of cross contamination; and

**WHEREAS:** This will be purchased from Fund No. 2191;

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board hereby approves the purchase of an evidence drying bin for the Police Department from Mystaire at a total cost of \$8,995.00, attached hereto as Exhibit "A".

**SECTION 2:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 3** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** April 14, 2021

**Board of Trustees**

Susan Berding:

Shannon Hartkemeyer:

Joe McAbee:

**Vote of Trustees**

yes

yes

yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 14th day of April, 2021.

**ATTEST:**

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

April 7, 2021

TO: Julie Vonderhaar  
Township Administrator

FROM: Robert Chabali  
Chief of Police

SUBJECT: Request Purchase of MYSTAIRE Evidence Drying Bin

Mrs. Vonderhaar:

As recently discussed, the Police Department does not have a drying bin to protect and dry out evidence contaminated by blood, other bodily fluids, or other substances. When I arrived here and inspected the property room, I noted evidence containing dried blood and other bodily fluids from a past violent crime hanging unsecured in the women's bathroom shower. This process of letting the evidence hang to dry in an open environment is not acceptable! It not only eliminates the shower area of the women's bathroom and exposes officers to potential bloodborne pathogen, it also provides ample opportunities for defense attorneys to defeat prosecution of a crime as the result of the poor evidence handling.

Evidence drying cabinets are designed to provide a secure and dedicated area for drying wet evidentiary items while creating a barrier to keep out threat of cross contamination. The cabinet utilizes pre-filtration, HEPA and carbon filtration to minimize the potential for environmental cross contamination and employee exposure to putrid odors or biological material.

Mr. Jeff Yaney, our Property Room Officer and retired Dayton Police Department (DPD) Property Room Supervisor, researched a suitable drying chamber for our usage and found a dual chamber unit which provides an extra margin for capacity of two sets of clothing to be dried simultaneously while eliminating cross-contamination. Local agencies use this same brand and one of the several drying bins he used while at DPD was a MYSTAIRE unit.

I request to purchase the 64 inch SecureDry Dual Forensic Drying Cabinet, with a Starter Kit, pre-filter package of 12, and a 12-month Extended Warranty for the system, at a total lost of \$8995.00. The vendor has taken \$325.00 off from the original \$9,200.00 cost.

I have attached the information on the vendor for your review and request a Resolution to purchase this product.



Robert Chabali  
Chief of Police





# MYSTAIRE®

1200 Telecom Dr. | Creedmoor, NC 27522  
Toll Free: 877.328.3912 | Phone: 919.229.8511 | Fax: 919.528.1744 | sales@mystaire.com

## TERMS AND CONDITIONS OF SALE

### 1. ACCEPTANCE OF ORDER BY Mystaire

- a. **TERMS AND CONDITIONS.** Products and services offered for sale by Mystaire are sold subject to the terms and conditions stated herein; provided, however, that these terms and conditions are superseded by those appearing in any applicable purchase agreement between Mystaire and Buyer. These terms and conditions take precedence over Buyers additional or inconsistent terms and conditions. If Buyer proposes such additional or inconsistent terms in its response, such response shall be deemed a rejection of the within offer and construed as a counter-offer. No binding agreement shall come into existence without Mystaire's express consent to such counter-offer. Neither Mystaire's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyers terms and conditions.
- b. **GOVERNING LAW.** Any order issued pursuant to this quotation shall be in all respects governed by the laws of the State of North Carolina.

### 2. CHANGES AND CANCELLATIONS

In the event Buyer issues a change order to any order issued pursuant to this quotation which causes a delivery delay, changes the equipment configuration, or cancels an order for any product which requires integration by Mystaire less than sixty (60) days prior to scheduled delivery, the Buyer will be subject to a 20% charge based upon the list price of the affected equipment, or an amount cover work actually performed and related expenses, whichever is greater as determined by Mystaire. The Buyer will be subject to a charge for the cancellation of special equipment any time after an order is received by Mystaire.

### 3. PRICES

- a. **VALIDITY.** Unless otherwise stated on the face hereof, all prices quoted expire forty five (45) days after the date of this quotation. All prices quoted are valid only if Buyers requested delivery date (including any change orders) is within six (6) months of the date on which the order is placed.
- b. **PURCHASE AGREEMENT.** Notwithstanding anything to the contrary herein, in the event this quotation is issued pursuant to a current purchase agreement between Mystaire and the Buyer, this quotation shall remain valid for the period specified on the face or until the expiration date of the ordering period of any such purchase agreement, whichever occurs first.
- c. **ERRORS.** Stenographic, typographic, and clerical errors are subject to correction.
- d. **TAXES AND OTHER CHARGES.** Unless otherwise stated in writing by Mystaire, all prices quoted shall be exclusive of transportation, insurance and taxes (including without limitation, any sales, use or similar tax). Such taxes and other changes, when applicable, will appear as separate additional items on Mystaire's invoices.

### 4. PAYMENT TERMS

Terms of payment shall be as specified on the face hereof. Mystaire reserves the right to change the terms of payment, when in Mystaire's opinion the financial condition or previous payment record of Buyer so warrants. All orders issued by Buyer pursuant to this quotation shall be invoiced by Mystaire at time of shipment. Payment by Buyer prior to inspection shall not constitute acceptance or impair Buyers rights thereunder. Where "Letter of Credit" is indicated, this shall be interpreted to mean in acceptable confirmed, irrevocable letter of credit in favor of Mystaire in a United States bank. All bank charges shall be paid by Buyer.

AN INTEREST CHARGE OF 2% PER MONTH (24% PER YEAR) WILL BE CHARGED ON ALL INVOICES NOT PAID WITHIN TERMS AS STATED ON OUR INVOICE.

### 5. DELIVERY DATES

Mystaire will make every reasonable effort to meet any delivery date(s) quoted. However, Mystaire will not be liable for its failure to meet the quoted delivery date(s) or for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control.

### 6. PACKING

All products shall be packed, if appropriate for shipment and storage in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs.

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## 7. SHIPMENT

- a. F.O.B. POINT. All prices are F.O.B. Mystaire's plant unless otherwise agreed to in writing. Buyer will pay all rigging, draying, and transportation charges.
- b. METHOD OF SHIPMENT. Normally Mystaire will ship in accordance with Buyers shipping Instructions. In the absence of specific instructions or if Buyers instructions are deemed unsuitable, Mystaire reserves the right to ship by the most appropriate method.
- c. TITLE AND RISK OF LOSS. Title to the products and risk of loss and damage shall pass to Buyer:
  1. When the F.O.B. point is Mystaire's plant, upon delivery to a common carrier, if there be no common carrier, upon delivery to Buyer.
  2. When the F.O.B. point is Destination, upon tender of that destination.

## 8. INSPECTION

Buyer may witness Mystaire's final test of the products. Buyer orders pursuant to this quotation at Mystaire's factory. The cost of inspection is borne by the buyer and in accordance with Mystaire's availability schedule.

## 9. INSTALLATION

If Mystaire is to provide installation hereunder, the installation date shall be mutually agreed upon. Any delays thereof shall require Mystaire's prior written consent. The cost of installation site preparation shall be borne by Buyer.

## 10. ACCEPTANCE

Acceptance shall be accomplished using test procedures or programs established by Mystaire that are applicable to the products. Such acceptance shall be at the time of completion of final tests at Mystaire's plant, except as otherwise specified below. If Buyer has indicated its intention to witness final tests in Buyers order, Mystaire will give Buyer at least five (5) days advance notice of the date of said tests. Mystaire shall inform the Buyer of any charges that may be associated with witnessing said tests at time of order. However, if installation by Mystaire is included in the purchase price, acceptance will be at the installation site when Mystaire demonstrates that applicable diagnostic programs work properly. If Installation is delayed by the Buyer, Buyer agrees to acceptance of the products based upon the standard acceptance tests run at Mystaire's point of manufacture prior to delivery.

## 11. RETURN OF MATERIAL

Written authorization must be obtained before returning any material. Mystaire will not be responsible for any material returned without prior written authorization or for material that is returned freight collect.

## 12. LIMITED WARRANTY

Mystaire products are warranted against defects in materials and workmanship. The warranty period for each product will be provided on request at the time of sale and is specified in documentation supplied with the product. During the warranty period, Mystaire will, at its option, either repair or replace products that prove to be defective. Warranty period shall be 365 days from date of shipment unless otherwise specified. Warranty service will be performed at Buyers facility only upon Mystaire's prior agreement and Buyer shall pay Mystaire's round trip travel expenses. In all other cases, products must be returned to a service facility designated by Mystaire. Buyer shall prepay shipping charges for products returned to Mystaire for warranty service and Mystaire shall pay for return of the products to Buyer. However, Buyer shall pay all shipping charges, duties and taxes for products returned to Mystaire from another country.

## 13. LIMITATION OF WARRANTY

The foregoing warranty shall not apply to defects resulting from:

- a. Improper or inadequate maintenance by Buyer.
- b. Buyer-supplied hardware or interfacing.
- c. Unauthorized modification or misuse,
- d. Operation outside of the environmental specifications for the products; or
- e. Improper site preparation or maintenance.

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. MYSTAIRE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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## 14. EXCLUSIVE REMEDIES

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. MYSTAIRE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

## 15. ASSIGNMENT

No order issued pursuant to this quotation shall be assignable. Any attempt to assign or transfer any of the rights, duties, or obligations under this agreement shall render such assignment or transfer null and void.

## 16. ADDITIONAL TERMS

No U.S. Government Procurement Regulations required to be included hereunder shall be binding on either party unless specifically agreed to in writing prior to incorporation herein.

NOTE: Certain products may not be exported from the U.S.A. without specific approval from the Dept. of Commerce (Part 370, Export Administration Regulations) and/or the Dept. of State (22 CFR, Parts 120-130). It is the BUYER'S responsibility, not the SELLER'S, to obtain such licensing, unless otherwise agreed upon. It is the sole responsibility of the BUYER (not Mystaire) to consult legal counsel for interpretation of any local, state or federal laws applicable to the intended use of all equipment sold. See Price List and previous pages for additional terms and conditions.

NOTE: When applicable, equipment sold may be subject to Public Law 90-351, Title III, 18 U.S.C., Section 2511, and any local, state or federal ordinances. Telephone regulations should be consulted prior to use of any equipment attached to telephone lines. FCC regulations should be consulted prior to use of any radio transmitting equipment.