Bethel TOWNSHIP
MIAMI COUNTY · OHIO

RESOLUTION #26-07-069

A RESOLUTION ENTERING INTO A SIXTEEN (16) MONTH AGREEMENT WITH LEXIPOL TO PROVIDE POLICY, TRAINING BULLETINS, SUPPLEMENTAL MANUALS, AND PROCEDURES TO THE BETHEL TOWNSHIP FIRE DEPARTMENT AT A COST OF $8,519.20

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in regular session on the 14th day of July, 2026 with the following Trustees being present: Kama Dick, Julie Reese, and Josh Wilkerson.

Trustee Dick **moved for the adoption** of the following resolution:

WHEREAS, the Bethel Township Fire Department is constantly trying to find ways to improve their policies, procedures, and training; **AND**

WHEREAS, a subscription to a service that provides an annual fire policy manual, daily training bulletins, annual fire supplemental manual(s), and annual fire procedures would be beneficial to the Fire Department, **AND**

WHEREAS, the service will include fire policy onboarding; **AND**

WHEREAS, the Interim Fire Chief and Assistant Fire Chief recommend investing in the services which could be done in-house after the contract expires. **THEREFORE**

BE IT RESOLVED, that the Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio authorizes the sixteen (16) month contract with Lexipol at a cost of eight thousand five hundred nineteen dollars and twenty cents ($8,519.20) and directs the Assistant Fire Chief to execute the contract with Lexipol.

Trustee Wilkerson **seconded** the motion and the Board voted as follows upon roll call:

Vote:
Trustee Kama Dick YES
Trustee Julie Reese YES
Trustee Josh Wilkerson YES

Attest: Rhonda Ross
Rhonda Ross, Fiscal Officer
Bethel Township, Miami County, Ohio

Q-211466

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 08/01/2026

Initial Term End Date: 05/31/2027

Account Executive Information

Rosemarie Curran
Senior Account Executive
rcurran@lexipol.com
(949) 272-5818

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Joshua Schiebrel
Assistant Chief
josh.schiebrel@betheltownship.org
(937) 845-8472

Bethel Township Fire Department
8735 S 2nd St
Tipp City, Ohio 45371

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Bethel Township Fire Department		**Lexipol, LLC**	
Signature:	Josh Schiebrel	Signature:	
Print Name:	Joshua Schiebrel	Print Name:	
Title:	Asst. Fire Chief	Title:	
Date Signed:	7.20.2024	Date Signed:	

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

002 Fire Onboarding						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
6	Fire Policy Onboarding Service	$533.00	20%	$106.60	$0.00	$426.40
			Discount:	$106.60	Subtotal:	$426.40

003 Fire Subscription - Prorated September through December August @ No Cost (2026-09-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
6	Annual Fire Policy Manual & Daily Training Bulletins	$4,731.00	10%	$157.70	$0.00	$1,419.30
6	Annual Fire Supplemental Manual(s)	$1,286.00	10.001%	$42.87	$0.00	$385.80
6	Annual Fire Procedures	$727.00	9.999%	$24.23	$0.00	$218.10
			Discount:	$224.80	Subtotal:	$2,023.20

004 For Budget Purpose Only - Fire Subscription January '27 through December 27 (2027-01-01 to 2027-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
6	Annual Fire Policy Manual & Daily Training Bulletins	$4,731.00	10%	$473.10	$0.00	$4,257.90
6	Annual Fire Supplemental Manual(s)	$1,286.00	10%	$128.60	$0.00	$1,157.40
6	Annual Fire Procedures	$727.00	10%	$72.70	$0.00	$654.30
			Discount:	$674.40	Subtotal:	$6,069.60

Discount:	$1,567.80
Subtotal:	$8,519.20
Tax:	
Total Due:	$8,519.20

Notes
Special Lexipol Discount
Getting executed contract by 7/24/2026
August @ No Cost and discount off subscription

Exhibit B

Description of Services

Policy Manual
Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)
Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates
Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports
Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service
Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol’s fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.More than 35 best practice procedures designed to support safe and effective operations

- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to any contractual terms contained within Exhibit A to this Agreement. Custom Agreement Terms override and supersede the Terms contained in this Exhibit C.

1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.10 "**Sponsor Organization**" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Renewals; Termination. This Agreement becomes enforceable upon signature by Agency's authorized representative(s), and effective as of the Initial Term Start Date. Unless Agency provides written notice of non-renewal to Lexipol as set forth below or as modified in Exhibit A, following the Initial Term, this Agreement will automatically renew in successive one-year periods (each, a "Renewal Term"). The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

2.1 Non-Renewal. To avoid renewal of this Agreement or a specific Service, Agency must issue written notice to Lexipol at least sixty (60) days before the end of the then-current Term by emailing customersupport@lexipol.com. If a non-renewal notice is not timely received as required herein, Agency will be obligated to pay all Service fees for the applicable Renewal Term in accordance with this Agreement, regardless of whether Agency later provides notice of non-renewal or notice of termination.

2.2 Renewal Service Updates. At renewal, Agency may add and/or remove one or more Services (a "Service Update") Any Service Update will be documented in an updated Exhibit A (Selected Services and Associated Fees) or other written confirmation issued by Lexipol and accepted by Agency, and the fees for the applicable Renewal Term will be adjusted accordingly. If Agency does not timely provide notice of a Service Update, the Services and fees in effect for the then-current Term will carry forward into the next Renewal Term. For clarity, a Service Update is not a termination of this Agreement.

2.3 Termination. Either Party may terminate this Agreement if (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days after receiving written notice, or (b) the other party makes an assignment for the benefit of creditors or becomes the subject of any bankruptcy, insolvency, or reorganization proceeding. For the avoidance of doubt, non-payment of fees owed under this Agreement constitutes a material breach hereof.

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2.4 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Lexipol may allow for limited ongoing access to the Services or suspend Agency's access if payments for Service fees remain outstanding. Termination or expiration of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations. For clarity, fees for any Renewal Term that begins due to Agency's failure to deliver timely notice of non-renewal are deemed fully earned and payable for that Renewal Term, subject only to any express refund or proration rights stated in this Agreement.

3. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

4.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

4.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

4.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services and Lexipol's offerings, retaining records in the regular course of business, and complying with applicable legal obligations. Without limiting the foregoing, Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain an information security program reasonably designed to protect Agency Data and consistent with prevailing industry standards for similarly situated service providers. Lexipol will notify Agency without undue delay, and in any event within three (3) days, after Lexipol confirms any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into

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Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

4.6 **Restrictions on Use of Third-Party Platforms (including AI)**. Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including any Agency policy manuals, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For clarity, this Section does not prohibit Agency from using generally available document storage, email, or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

5. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES IN EXHIBIT B DURING THE TERM. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

7. **Indemnification**. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all third-party claims, demands, suits, or proceedings and associated losses, liabilities, damages, judgments, settlements, penalties, fines, and reasonable attorneys' fees arising directly and solely out of Lexipol's acts or omissions in providing the Services. Agency must (a) promptly notify Lexipol in writing of any indemnified claim, (b) allow Lexipol to control the defense and settlement of the claim, and (c) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing obligation on Agency without Agency's prior written consent (not to be unreasonably withheld or delayed).

8. **Limitation of Liability.** Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. **General Terms.**

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

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9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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