

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: February 27, 2018 at 9:00am
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:
Vice Chairman Trustee Paul Hovis
Trustee Frank Parke
Chairman Trustee Ted Webb
Fiscal Officer Rita K. Drew

- Trustee Hovis reminded the assemblage of the Public Comment procedures and the meeting is being video and audio recorded

075-18 To accept the minutes from the January 30 Special Meeting.

Motion: Trustee Hovis
Second: Trustee Webb
Vote: Trustee Hovis – Yes Trustee Parke - Abstain Trustee Webb - Yes

076-18 To accept the minutes from the February 13 Regular Meeting.

Motion: Trustee Parke
Second: Trustee Webb
Vote: Trustee Hovis – Abstain Trustee Parke - Yes Trustee Webb - Yes

077-18 To accept the minutes from the February 22 Special Meeting.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

078-18 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

079-18 To rescind Board Resolution #068-18, which approved an expenditure of \$28,400 from the Police Equipment Fund.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

080-18 To approve an expenditure of \$30,923.94 to Ford Motor Credit for a 2018 Ford Interceptor Utility Vehicle, to be paid in 3 annual installments of \$10,307.98 from the Police Equipment Fund.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

- Fiscal Officer Drew explained why the previous motions had to occur
 - For audit purposes, the amount of the loan being approved had to be correct
 - Even though Mark Thomas Ford is reimbursing the township for the loan payment on this vehicle, a proper audit trail still must be shown

Correspondence (Copies available upon request):

- Letter from Trumbull County Engineer regarding Annual Meetings
- Letter from Trumbull County Prosecuting Attorney about a case of criminal damaging of Bazetta Township property
- Agenda for & Minutes from Trumbull County Emergency Management Agency Meetings
- Agenda for Trumbull County Combined Health District Meeting
- Notice of Petition for Annexation from Diana K. Ashdown
- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners concerning a permit to haul or move overweight equipment over Bazetta Township Roads

Administration:

- Trustee Hovis discussed the water line that will be coming up Elm Road
 - Trumbull County Engineer is working on getting a signed contract with the City of Cortland
 - Project will go out for bids once this is completed
 - Work is supposed to be done sometime in 2019
- Trustee Parke addressed residents' concerns about plugged up tiles
 - Superintendent Parke approached the City of Cortland about the problem
 - He was told the City was putting it on the back burner for the time being
- Trustee Webb stated the Trustees had received a request from the Cortland Methodist Church to use the Administration Building for a seminar
 - The building is not already in use that day
 - Consensus is to allow the usage and waive the normal fee

Fire Department:

- Trustee Webb reported that the Trustees would have their next contract negotiation meetings on March 5 and March 8
 - March 5 would be an information only meeting at the Administration Building
 - March 8 would be a Special Meeting at the Fire Station
- Trustee Hovis asked if any fireman had taken the water rescue training previously discussed
 - Chief Lewis said only one person has done the training in the past 18 months

Police Department:

- See Attached Agenda

081-18 To hire Corey N. Burns as a FTO Police Officer, at a rate of \$8.30 per hour, immediately upon passage of physical, drug screen, and psychological testing.

Motion: Trustee Parke

Second: Trustee Hovis

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

082-18 To approve the attached *Agreement For Use of Subscription Material* with Lexipol, at a cost of \$10,666.00, to be paid from the Police Fund.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Road Department:

- See Attached Agenda
- Superintendent Parke reported
 - March is Cemetery Clean Up month
 - Noted that any decorations not removed will be thrown away
 - Easter Egg Hunt will be March 24 at 11:00am

083-18 To authorize an expenditure, not to exceed \$2,000.00 for slag from Arrowhead, to be paid from the General Fund.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Trustee Hovis discussed the possibility of setting up a program for doing limited nuisance abatement going forward

Zoning Commission & Zoning Board of Appeals:

- Trustee Webb reported
 - Next Quarterly Meeting will be April 4 at 6:30pm
 - Hearing immediately following this meeting

Parks & Recreation Board:

- Trustee Webb reported
 - There had been a meeting last Wednesday
 - Next meeting will be March 21 at 6:00pm
 - There are opens spots on the Board for one Regular and multiple Alternate Members

Asked to be placed on the Agenda:

- None

Public Comment:

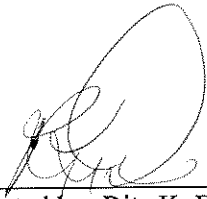
- Stanley Shrodek of Lakeshore Drive asked several questions
 - Is \$8.30 the going rate for a police officer
 - Chief Hovis replied
 - This was the rate for the Field Training Officer position, which used to be an unpaid Reserve Officer position
 - State standards have changed and this is now a paid position
 - Does the department have high turnover
 - Chief Hovis said many of these guys stay through the training and become full or part time officers
 - Is full time pay comparable to other police departments
 - Chief Hovis said yes

084-18 To adjourn the meeting at 9:22am.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes



Attested by: Rita K. Drew, Fiscal Officer

Dated: 03-12-18



Approved by: Chairman Trustee Ted Webb

Dated: 3/13/18

PENDING WARRANT REPORT
Bazetta Township [2018]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	140.19	VW 1	The Huntington National Bank	Service Charge
31352	450.00	VW31352	Bazetta Township	IT Services
31353	11562.49	VW31353	BE Solutions, LLC	Claim Runs
31354	300.00	VW31354	Bud's Towing & Recovery, LLC	January Tows
31355	567.00	VW31355	BE Solutions, LLC	Mo Admin Fees
31356	181.29	VW31356	City of Warren, Utility Services	Service
31357	253.71	VW31357	Joel E. Davis	January Healthcare Opt Out
31358	48247.69	VW31358	The Jefferson Health Plan	January & February Premiums
31359	2000.00	VW31359	Mahoning Valley Crisis Response Team	Annual Contribution
31360	50.00	VW31360	Ohio Association of Public Treasurers	2018 Membership Dues
31361	324.80	VW31361	Standard Insurance Company RD	Insurance
31362	743.59	VW31362	Southeastern Emergency Equipment	Supplies
31363	500.00	VW31363	Schultz Towing Inc.	Tows
31364	99.29	VW31364	Sunburst Environmental Service, Inc.	Services
31365	495.16	VW31365	Time Warner Cable-Northeast	Service
31366	118.67	VW31366	Trumbull Ounty Water and Sewer	Service
31367	12.00	VW31367	Trumbull County Legal News	Publication
31368	244.45	VW31368	Trumbull County Engineer	Supplies
31369	3208.88	VW31369	Trumbull County 911	911 Service
31370	479.71	VW31370	Vision Service Plan-(OH)	Insurance
31371	396.31	VW31371	Verizon Wireless	Service
31372	281.40	VW31372	Walmart Business/SYNCEB	Supplies
31373	4628.26	VW31373	Wex Bank	Gasoline
31374	127.17	VW31374	Ainsley Oil Company	Fuel
31375	23.94	VW31375	Advance Auto Parts	Parats/Supplies
31376	822.00	VW31376	Agostinos Diesel Repair	Parts
31377	220.00	VW31377	Burrows Consulting Services	Supplies/Parts
31378	675.00	VW31378	Becdel Controls Inc.	Service/Parts
31379	1336.50	VW31379	Bonezzi Switzer Polito & Hupp Co. LPA	Legal Service
31380	105.82	VW31380	Cortland Auto Parts	Supplies/Parts
31381	450.00	VW31381	Cortland City Fire Department	Medic Refresher
31382	267.04	VW31382	Capitol One Commercial	Supplies/Parts
31383	161.58	VW31383	Cerni Motors	Parts
31384	928.91	VW31384	Dominion Energy Ohio	Service
31385	1412.80	VW31385	Delta Dental	Insurance
31386	301.60	VW31386	D&T, P.M. & Truck Repair, LLC	Service/Parts
31387	10.50	VW31387	Finger Lakes Castle	Parts
31388	16.30	VW31388	Finley Fire Equipment	Supplies/Parts
31389	9666.00	VW31389	Fallsway Equipment Co., Inc.	Parts/Labor
31390	166.46	VW31390	Fusion Network Billing Co.	Service
31391	585.00	VW31391	Hall Public Safety Upfitters	Service/Parts
31392	87.72	VW31392	Handyman Supply Inc.	Supplies
31393	100.00	VW31393	Dianna L. Johnson	EMS Refund
31394	313.00	VW31394	Law Enforcement Systems, Inc.	Supplies
31395	164.50	VW31395	Dennis K. Lewis	Expense Reimbursement
31396	330.88	VW31396	Mark Thomas Ford	Supplies/Parts
31397	1200.00	VW31397	Micro Doctor IT	Yrly Webhosting
31398	200.00	VW31398	Northstar Towing, Inc.	January Tows
31399	114.00	VW31399	On Demand Drug Testing & Work Solutions	Service
31400	1226.10	VW31400	Ohio Edison	Service
31401	600.00	VW31401	OTAS Systems. LLC	Yrly Maint Fee/Tax Tables
31402	987.00	VW31402	Ohio Billing, Inc.	EMS Trip Submissions
31403	1025.39	VW31403	Ohio Edison	Service
31404	1490.46	VW31404	Ohio Cat	Parts/Supplies
31405	217.98	VW31405	Purchase Power	Postage
31406	695.00	VW31406	Printer's Edge	Services
31407	324.65	VW31407	Penn Care Medical Products	Supplies
31408	65.00	VW31408	Joann Ryan	EMS Refund
31409	50.00	VW31409	Treasurer, State of Ohio	Mo Fees
31410	40.00	VW31410	Gary W. Walters	Expense Reimbursement
31411	25.00	VW31411	Youngstown/Warren Regional Chamber	Member Registration

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101818.19

Total Amount of Pending Warrants



FORD CREDIT

Municipal Finance Department
1 American Road, MD 7500
Dearborn, Michigan 48126

February 09, 2018

Tom Levak
Mark Thomas Ford
markthomasford@yahoo.com

RE: **Bazetta Township, OH, Quote #89993**

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
1	vehicle	\$28,400.00

Total Amount Financed*	Number of	Payment Timing	APR	Payment Factor	Payment Amount
\$28,945.00	3	Annual in Advance	7.00%	0.356123	\$10,307.98

*\$545.00 underwriting fee included

EXPIRATION DATE: 04/10/2018

Vehicle & Equipment must be delivered, executed contract & payment to Ford Credit prior to this date.

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

Ford Credit Municipal Finance Program

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

Janet Doty

Janet Doty
Marketing Coordinator
jdoty@ford.com



We look forward to assisting you as we have other customers.

"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall – Frankfort Park District, IL 02/15/2016

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

Agenda Tuesday February 27, 2018 Trustee Meeting

2/23/18 12:28 PM

From: "Mike Hovis" <mhovis@bazettatwp.org>

To: <rdrew@bazettatwp.org>

Cc: <twebb@bazettatwp.org>, <phovis@hovistire.com>, <fparke@bazettatwp.org>, <cherlinger@bazettatwp.org>

Rita,

The following will be the police department agenda for meeting.

1. To hire Corey N. Burns immediately as an FTO part-time officer effective immediately upon passage of Physical, Drug Screen and Psychological testing.
2. TO approve the attached agreement with LEXIPOL at the attached invoice price effective immediately for customized policy management, update and training solution to be paid from the police fund (Attached). Total amount of invoice is \$10,666.00

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

Phone: 330-638-5503

Fax: 330-638-9927

mhovis@bazettatwp.org

www.facebook.com/BazettaTownshipPoliceDept

PROPOSAL

Prepared For:

Bazetta Township Police Department

2/16/2018

JESSICA LEVENBERG
SENIOR CLIENT EXECUTIVE
949.667.5008
jlevenberg@lexipol.com

Lexipol
2801 Network Blvd., Suite 500
Frisco, TX 75034

EXECUTIVE SUMMARY

Public safety agencies today face challenges of keeping personnel safe, reducing liability and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking agencies can struggle to keep up.

That is why Lexipol is please to present Bazetta Township Police Department with a proposal for a customized policy management, update and training solution.

Our program is designed to save you time and money while protecting your personnel. Our team of public safety lawyers and policy experts continually monitor national and Ohio-specific policy changes. We then use these updates to help provide the content and training your department needs to minimize risk and effectively serve your community.

AGENCY GOALS

Bazetta Township Police Department is looking for a way to access comprehensive policies to limit agency risk and enhance personnel safety. By using Lexipol, you will achieve peace of mind knowing your policies are up-to-date and legally defensible. The incorporated policy training component reinforces your staff's understanding of policies and provides individual training acknowledgement.

Once you have high-quality policies in place, you want to be sure your personnel use them. The Lexipol program offers online access to your agency's policies through a web-based platform and mobile app. This flexibility allows your personnel to easily reference policies and complete training in the field.

Using Lexipol's program will provide Bazetta Township Police Department with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of Ohio
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for legally defensible policy content that was continually monitored and updated based on legislative changes. Since the company launch in 2003, Lexipol has grown to represent more than 3,000 public safety agencies across the United States.

Lexipol is the only company with public safety professionals, attorneys and subject matter experts working together to provide essential policies and policy management tools, from continuous updates to mobile access to daily training. Our legal and content development teams follow a rigorous multi-step process to evaluate content for new policies and policy updates, reviewing thousands of pieces of legislation each year.

Agencies that use our policy service have clear, effective policy manuals that reflect the true values and philosophy of their agency. Proven benefits of using the Lexipol system include reduced risk and cost associated with litigation, reduced time spent developing and maintaining policy, and an increased ability to focus resources on other agency priorities. We look forward to working with Bazetta Township Police Department to realize these same benefits.

SCOPE OF SERVICES

Lexipol offers the following products and services designed specifically to meet the goals and expectations of the Bazetta Township Police Department.

Law Enforcement Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. 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 Ohio and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins

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 iOS and Android mobile devices

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 mark-up form and side-by-side comparison against existing policy
- 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 and mobile app provide secure storage and easy access to all your policy and training content.

- 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



PREDICTABLE IS PREVENTABLESM

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Bazetta Township Police Department
Agency's Address: 2671 McCleary Jacoby Rd
Cortland, Ohio 44410
Attention: Chief Michael Hovis

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918
Attention: Jessica Levenberg

Effective Date: (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) Exhibit B (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature:
Print Name:
Title:
Date Signed:

Signature:
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed:

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol'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.

End of General Terms and Conditions

- Produce reports showing completion of Daily Training Bulletins
- Sort reports by officer, 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 content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

Agency-Specific Content Extraction

Integrating your agency's legacy policy and procedural content into Lexipol's web-based delivery platform gives you a single place to access your content and makes connecting related content easier. With Lexipol's Content Extraction service, we do the heavy lifting for you.

- Data entry and formatting of existing policies, procedures or other agency-identified content into Lexipol's Knowledge Management System
- Hyperlinking of related policies and procedures or other content for an enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's Ohio master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

TERMS AND CONDITIONS

Product	Term	Price
Annual Subscription:		
OH LE Policy Manual, Daily Training Bulletins, SPS & AWB	Annual	\$ 6,807
OTARMA Member Discount 5%		\$ (340)
Total Annual Subscription		\$ 6,467
Implementation Support:		
Standard Cross Reference (250 pages)	One Time Fee	\$ 2,004
Content Extraction	One Time Fee	\$ 2,195
Implementation Total One-Time Fees		\$ 4,199
Total Due -Year One		\$ 10,666

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Product	Term	Price
Annual Subscription:		
OH LE Policy Manual, Daily Training Bulletins, SPS & AWB	Annual	\$ 6,807
OTARMA Member Discount 5%		\$ (340)
Total Annual Subscription:		\$ 6,467
Implementation Support:		
Standard Cross Reference (250 pages)	One Time Fee	\$ 2,004
Content Extraction	One Time Fee	\$ 2,195
Implementation - Total One-Time Fees:		\$ 4,199
Total Due -Year One		\$ 10,666

Pricing is based on:

Law Enforcement - No. of Authorized Sworn Officers 8 Full-Time & 4 Part-time

agenda item

2/15/18 9:42 AM

From: "Kris Parke" <kparke@bazettatwp.org>

To: "Rita K. Drew" <rdrew@bazettatwp.org>

Cc: "Paul Hovis" <phovis@bazettatwp.org>

Good Morning Rita,

I would like for you to put on the agenda approval to purchase up to \$2000.00 from Arrowhead for slag to be used at the road dept and admin. This will have to come from the general fund, because this is outside maintenance.

Thank you!

Kris Parke

Road Superintendent

Bazetta Township

330-637-8311 (phone)

330-637-4518 (fax)

kparke@bazettatwp.org

www.bazettatwp.org