



## **MIAMI VALLEY FIRE DISTRICT**

### **Board of Trustees Meeting Agenda**

**January 11, 2024**

**8:00 a.m.**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Oath of Office**

President Stalder will administer the oath of office to Trustee Greg Bell.

#### **Roll Call**

#### **Approval of Minutes**

Motion to approve the regular Meeting Minutes of December 14, 2023

#### **Public Comment**

A citizen desiring to speak on agenda items or items not on the agenda may do so under public comment. Comments are limited to five minutes and the Fire District Board of Trustees may not take immediate action. However, items introduced under public comment may become agenda items for later meetings.

#### **Consent Agenda**

Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote of consent. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

#### **Expenses**

Approve the Fire District November expenses beginning with check #19305 and ending with check #19363.

#### **Personnel**

Approval to enter into Separation Agreement with Firefighter/Paramedic Elizabeth Zink

Confirm the following personnel:

Hiring of Firefighter/Paramedic Austin Johnson

Hiring of Firefighter/Paramedic Courtney Seif

Hiring of Firefighter/Paramedic Casey Whipp

Hiring of Firefighter/Paramedic Kyle Norman

Hiring of Firefighter/Paramedic Austin White  
Hiring of Firefighter/Paramedic Matthew Woodgeard  
Hiring of Firefighter/Paramedic Emma Brown  
Hiring of Firefighter/Paramedic Connor Bush  
Hiring of Firefighter/Paramedic Philip Cruz

1. Consent Agenda Motion  
A motion to approve the Consent Agenda.

### **Old Business**

None

### **New Business**

1. Resolution No. 2024-01  
A resolution to authorize the Miami Valley Fire District Clerk to enter into an agreement with Farmers & Merchants Bank for active and interim/inactive funds banking services.  
*Presented by Elyse Martin*
2. Resolution No. 2024-02  
A resolution to authorize the Fire Chief to enter into a master service agreement with Lexipol, LLC for the purposes of policy and procedures creation and on-going maintenance of such policies and procedures.  
*Presented by Chief Barnett*

### **Chief's Report**

### **Operational Oversight Committee Comment**

### **Trustee Comment**

### **Executive Session**

Motion to enter into Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official.

### **Adjournment**



**MIAMI VALLEY FIRE DISTRICT  
BOARD OF TRUSTEES  
MEETING MINUTES  
December 14, 2023**

**Call to Order**

President Stalder called the Miami Valley Fire District meeting to order at 8:01 a.m. and led the Pledge of Allegiance.

**Roll Call**

The following Trustees were present: John Stalder, Ann-Lisa Allen, Greg Bell, Frank Fritsch and Terry Posey. Mr. Stalder aye, Ms. Allen aye, and Mr. Bell aye. Motion carried. The following staff members were present: Keith Johnson, Chris Snyder, Brandon Barnett, Elyse Martin and Amy Phillips.

A motion was made by Ms. Allen, seconded by Mr. Bell to approve the Regular Meeting minutes of November 9, 2023. Motion carried.

**Public Comment**

None.

**Consent Agenda**

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to approve the Consent Agenda as presented. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

**Old Business**

None

**New Business**

President Stalder presented **Resolution No. 2023-36**. The resolution will appoint Mr. Greg Bell as Trustee to the Miami Valley Fire District for 2024.

A motion was made by Mr. Fritsch, seconded by Mr. Allen, to read Resolution No. 2023-36 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried. **A RESOLUTION TO APPOINT A TRUSTEE TO THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES**. A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution No. 2023-33. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

Elyse Martin presented **Resolution No. 2023-37**. The resolution will amend the Fire District's 2023 original budget resolution #2022-16. A motion was made by Ms. Allen, seconded by Mr. Fritsch, to read Resolution No. 2023-37 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried. **A RESOLUTION TO AMEND APPROPRIATIONS FOR JANUARY 1 THROUGH DECEMBER 31, 2023**. A motion was made by Ms. Allen, seconded by Mr. Fritsch, to adopt Resolution No. 2023-37. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey. Motion carried.

Elyse Martin presented **Resolution No. 2023-38**. The resolution will authorize the District Clerk to request an advance of taxes collected for the Miami Valley Fire District for tax year 2023 from the Montgomery County Auditor's Office. A motion was made by Mr. Fritsch, seconded by Ms. Allen, to read Resolution No. 2023-38 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried. **A RESOLUTION BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES AUTHORIZING THE CLERK TO REQUEST AN ADVANCE OF TAXES COLLECTED FOR THE MIAMI VALLEY FIRE DISTRICT FOR TAX YEAR 2023 FROM THE MONTGOMERY COUNTY AUDITOR'S OFFICE**. A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution No. 2023-38. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

Elyse Martin presented **Resolution No. 2023-39**. The resolution will authorize the District Clerk to appropriate and advance \$430,664.43 from the General Fund to the Grant Fund to cover the negative fund balance at year end. A motion was made by Ms. Allen, seconded by Mr. Fritsch, to read Resolution No. 2023-39 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried. **A RESOLUTION BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES AUTHORIZING TO ADVANCE FUNDS FROM THE GENERAL FUND TO THE GRANT FUND**. A motion was made by Ms. Allen, seconded by Mr. Fritsch, to adopt Resolution No. 2023-39. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

Elyse Martin presented **Resolution No. 2023-40**. The resolution will approve the 2024 budget. A motion was made by Mr. Fritsch, seconded by Ms. Allen, to read Resolution No. 2023-40 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried. **A RESOLUTION TO ESTABLISH APPROPRIATIONS FOR JANUARY 1 THROUGH DECEMBER 31, 2024**. A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution No. 2023-40. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to recess to an executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

**Chief's Report**

Chief Barnett commented that the District has received two quotes from their recent Request for Proposals ("RFP") for banking services. Elsy Martin explained that the RFP was posted on October 5, 2023 and she visited several local financial institutions to hand-deliver the information. After extensive review of both proposals from Fifth-Third Bank and Farmers Merchant Bank, it was determined that Farmers Merchant Bank would be the best for the District. Mrs. Martin will be bringing information to the Board in January for proper approval. Chief Barnett explained that B.C. Johnson has been working on a Request for Qualifications of Design Firms. It is due to be published on December 21<sup>st</sup> and December 28<sup>th</sup> with bids being due by January 19<sup>th</sup>. Chief Barnett thanked the firefighter's union for a successful Pancake Breakfast. He attended the event, which was well attended, and everyone had a good time. Chief Barnett stated that the last of the loading devices will be installed tomorrow. This will officially remove all manual cots from service.

**OCC Report**

Mr. Stalder thanked each employee of the District for a great year. He wished everyone a Merry Christmas and a Happy New Year.

**Trustee Report**

Mr. Bell, on behalf of the Ohio River Roadrunners, thanked everyone for a great Turkey Trot. He thanked the firemen that came out, some in full gear, to participate in the run. He greatly appreciates all the work that goes into that event. He wished everyone a safe and happy Holiday.

The Board recessed into executive session at 8:19 am.

The Board returned to regular session at 8:45 am.

**Adjournment**

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adjourn the meeting at 8:46 am. Motion carried.

Respectfully submitted,

Jennifer Harover  
Secretary

# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
019305		A	0009600	AIRGAS USA LLC	12/07/2023	423.02
019306		A	7333581	ALL AMERICAN FIRE EQUIPMENT	12/07/2023	5,866.48
019307		A	0004765	CITY OF MIAMISBURG-PHYSICAL	12/07/2023	193.91
019308		A	0004765	CITY OF MIAMISBURG-PHYSICAL	12/07/2023	564.64
019309		A	3214846	COMDOC	12/07/2023	46.25
019310		A	0000141	D&S AUTO PARTS INC	12/07/2023	189.99
019311		A	2228888	DRAIN TECH	12/07/2023	245.00
019312		A	0001308	DUKE ENERGY	12/07/2023	33.35
019313		A	0000227	ELITE COMPUTERS INC	12/07/2023	4,323.99
019314		A	0000195	ESO SOLUTIONS INC	12/07/2023	20,261.20
019315		A	0000216	JULIANNE M GRICE	12/07/2023	541.26
019316		A	0000245	MENARD, INC	12/07/2023	79.68
019317		A	4339969	MIAMI TOWNSHIP	12/07/2023	7,480.18
019318		A	0005301	MONTGOMERY COUNTY WATER SERVIC	12/07/2023	1,544.12
019319		A	0000133	OHIO BUREAU OF WORKERS'	12/07/2023	105,727.00
019320		A	2221267	PROGRESSIVE PRINTERS INC.	12/07/2023	245.00
019321		A	0000208	STATE OF OHIO	12/07/2023	1,335.00
019322		A	0000220	TRUCKPRO HOLDING CORPORATION	12/07/2023	81.85
019323		A	0025505	VERIZON WIRELESS	12/07/2023	75.31
019324		A	0000193	WEX BANK	12/07/2023	7,983.59
019325		A	0000187	XEROX CORPORATION	12/07/2023	504.68
019326		A	0009600	AIRGAS USA LLC	12/14/2023	276.32
019327		A	0000163	AT&T SERVICES, INC	12/14/2023	822.57
019328		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	12/14/2023	26,958.00
019329		A	0000185	AUTOZONE STORES LLC	12/14/2023	3.99
019330		A	0000156	BERAN CUSTOM WOODWORKING LLC	12/14/2023	125.00
019331		A	0006850	BOUND TREE MEDICAL, LLC	12/14/2023	595.00
019332		A	9097668	CENTERPOINT ENERGY	12/14/2023	1,723.74
019333		A	0000141	D&S AUTO PARTS INC	12/14/2023	677.78
019334		A	0000195	ESO SOLUTIONS INC	12/14/2023	995.00
019335		A	0005301	MONTGOMERY COUNTY WATER SERVIC	12/14/2023	847.43
019336		A	8244400	PREMIER SAFETY	12/14/2023	727.00
019337		A	0025505	VERIZON WIRELESS	12/14/2023	828.48
019338		A	0000259	WARREN COUNTY CAREER CENTER	12/14/2023	650.00
019339		A	0000222	A.E DAVID COMPANY INC	12/21/2023	5.95
019340		A	0000120	ALCOR SUPPLY AND FIXTURE CO	12/21/2023	27.50
019341		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	12/21/2023	3,800.00
019342		A	8641235	BREATHING AIR SYSTEMS	12/21/2023	1,779.34

Report generated Jan 3 2024 12:21PM by ELYSE MARTIN (EM) logged into WS-52-FISCAL as elyse.martin

# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
019343		A	0000250	BUCKEYE APPARATUS SERVICES LLC	12/21/2023	4,200.00
019344		A	0000198	CHARTER COMMUNICATIONS	12/21/2023	2,934.00
019345		A	6869313	CIVICA NORTH AMERICA INC	12/21/2023	1,650.00
019346		A	0000141	D&S AUTO PARTS INC	12/21/2023	1,070.11
019347		A	0000258	FRANKLIN MAIN CORPORATION	12/21/2023	12,318.00
019348		A	8708200	FROST BROWN TODD	12/21/2023	3,648.00
019349		A	4344343	GO2-PROS PEST CONTROL	12/21/2023	45.00
019350		A	0000245	MENARD, INC	12/21/2023	81.86
019351		A	2571875	PHOENIX SAFETY OUTFITTERS	12/21/2023	655.49
019352		A	0000201	PREMIER OCCUPATIONAL HEALTH	12/21/2023	4,534.20
019353		A	0000260	SMART SOURCE OF MICHIGAN, LLC	12/21/2023	83.51
019354		A	0000155	STRYKER SALES CORPORATION	12/21/2023	118,951.53
019355		A	0000230	VIKING HEATING AND AIR	12/21/2023	9,400.00
019356		A	0000185	AUTOZONE STORES LLC	12/28/2023	71.96
019357		A	9378887	CHANGE HEALTHCARE LLC	12/28/2023	7,458.59
019358		A	3214846	COMDOC	12/28/2023	130.95
019359		A	0004442	LOWES BUSINESS ACCT	12/28/2023	784.62
019360		A	0000245	MENARD, INC	12/28/2023	366.44
019361		A	2946355	SANDY'S AUTO & TRUCK SERVICE	12/28/2023	300.00
019362		A	4344343	GO2-PROS PEST CONTROL	12/29/2023	65.00
019363		A	0009500	STEVE JOHNSON	12/29/2023	34.84
FD2810		M	0009999	PAYROLL VENDOR	12/04/2023	273,647.50
FD2811		M	0009999	PAYROLL VENDOR	12/04/2023	3,776.02
FD2812		M	0009999	PAYROLL VENDOR	12/04/2023	147.69
FD2813		M	0007180	O.P.E.R.S.	12/06/2023	2,408.22
FD2814		M	0007150	POLICE & FIRE PEN FUND OF OHIO	12/06/2023	127,274.52
FD2815		M	0009999	PAYROLL VENDOR	12/13/2023	247,118.46
FD2816		M	0009999	PAYROLL VENDOR	12/13/2023	3,389.88
FD2817		M	0009999	PAYROLL VENDOR	12/13/2023	163.78
FD2818		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	100.00
FD2819		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	159.27
FD2820		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	105.00
FD2821		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	(88.72)
FD2822		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	41.75
FD2823		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	524.53
FD2824		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	172.58
FD2825		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	652.00
FD2826		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	575.76

Report generated Jan 3 2024 12:21PM by ELYSE MARTIN (EM) logged into WS-52-FISCAL as elyse.martin

# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
FD2827		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	1,798.00
FD2828		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	1,953.41
FD2829		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	366.23
FD2830		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	289.31
FD2831		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	825.00
FD2832		M	2276044	FIFTH THIRD MASTERCARD	12/14/2023	736.08
FD2833		M	0000237	MEDICAL MUTUAL	12/20/2023	70,414.72
FD2834		M	2166248	VISION SERVICE PLAN	12/20/2023	720.51
FD2835		M	3483226	STANDARD INSURANCE COMPANY	12/20/2023	917.31
FD2836		M	0009999	PAYROLL VENDOR	12/28/2023	254,198.02
FD2837		M	0009999	PAYROLL VENDOR	12/28/2023	3,631.86
FD2838		M	0009999	PAYROLL VENDOR	12/28/2023	109.19
FD2839		M	0000053	FIFTH THIRD	12/31/2023	1,053.80
FD2840		M	0001620	AES	12/31/2023	2,019.09
<b>90 Checks</b>						<b>1,366,573.47</b>



# MTD Bank Report for Year 2023 Month 12 - MIAMI VALLEY FIRE DISTRICT

Bank	Description	Beg Mo Bal	Deposits	Withdrawals	Trans In	T
0002	OPERATING	718,432.78	131,570.04	1,366,538.63	900,000.00	
0004	EMS	255,431.39	186,968.84	0.00	0.00	
0006	F&M CD - 4/14/23	0.00	0.00	0.00	0.00	
0008	STAR OHIO	5,156,012.61	20,859.57	0.00	0.00	
<b>4 Banks</b>		<b>6,129,876.78</b>	<b>339,398.45</b>	<b>1,366,538.63</b>	<b>900,000.00</b>	

## YTD Fund Report for Year 2023 Month 12 - MIAMI VALLEY FIRE DISTRICT

Fund	Description	Beg Yr Bal	YTD Rec	YTD Exp	Unexp
100	GENERAL FUND	750,681.30	13,745,319.29	10,608,884.20	3,887,116.39
200	EMS FUND	420,724.87	1,821,675.36	1,950,000.00	292,400.23
210	GRANT FUND	0.00	616,524.12	185,859.69	430,664.43
300	DEBT SERVICE FUND	0.00	258,209.00	258,208.80	0.20
400	CAPITAL IMPROVEMENT FUND	330,722.68	1,197,612.54	1,035,779.87	492,555.35
<b>5 Funds</b>		<b>1,502,128.85</b>	<b>17,639,340.31</b>	<b>14,038,732.56</b>	<b>5,102,736.60</b>



# MEMORANDUM

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**DATE:** JANUARY 11, 2024

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**TO:** MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES

**FROM:** ELYSE MARTIN, FINANCE MANAGER

**SUBJECT:** BANKING SERVICES WITH FARMES & MERCHANTS

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The Clerk issued an RFP for banking and depository services in October of 2023. Proposals from Fifth Third and Farmers & Merchants were submitted and reviewed. The Clerk and Fire Chief met with both institutions to discuss services and fees. Farmers & Merchants is able to give the same services needed at a reduced fee than currently charged.

I recommend the approval of the attached resolution to allow the District Clerk to enter into a depository agreement with Farmers & Merchants for depository services for a 60-month period.

RESOLUTION NO. 2024-01

A RESOLUTION TO AUTHORIZE THE MIAMI VALLEY FIRE DISTRICT CLERK TO ENTER INTO AN AGREEMENT WITH FARMERS & MERCHANTS BANK FOR ACTIVE AND INTERIM/INACTIVE FUNDS BANKING SERVICES.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, the Miami Valley Fire District currently uses Fifth Third for banking and depository services; and

WHEREAS, Miami Valley Fire District's Clerk issued a banking and depository services RFP and received proposals from Fifth Third and Farmers & Merchants and was able to secure better pricing for fees; and

WHEREAS, the total amount awarded under this agreement does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Banks total assets; and

WHEREAS, the Clerk wishes to enter into a depository agreement with Farmers & Merchants Bank for a 60 month term.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Miami Valley Fire District Clerk is hereby authorized to enter into an agreement with Farmers & Merchants Bank for active and interim/inactive funds banking services; such agreement is attached hereto and marked Exhibit "A".

Section 2.

Farmers & Merchants is hereby designated as a public depository of the Miami Valley Fire District's active, interim and/or inactive deposits.

Section 3.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.



**DEPOSITORY AGREEMENT FOR ACTIVE,  
INTERIM AND/OR INACTIVE PUBLIC FUNDS**

Agreement made as of the 11 day of January, **2024** between Farmers & Merchants Bank, Miamisburg, Ohio ("Bank") and Miami Valley Fire District, Miamisburg, Ohio ("Depositor"). Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and/or inactive deposits for the period of designation from January 1, 2024 to December 31, 2028.

**ACTIVE DEPOSITS**

Bank agrees to accept Active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees that the sums deposited to the credit of Depositor's Active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Bank must be notified in writing if designated person(s) change.

**INTERIM AND/OR INACTIVE DEPOSITS**

Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by an interest bearing account or certificate of deposit at rates agreed upon by Bank and Depositor.

The total amount thus awarded under this agreement is a maximum of \$2,000,000 which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Bank's total assets.

Bank agrees to secure its obligation under this Agreement and its other obligations as a public depository of Depositor's Active, Interim, and/or Inactive deposits by pledging and safekeeping eligible securities in the amount and in the manner required. Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustee, provided only that the securities being deposited be eligible securities having a current market value equal to or greater than the current market value of the securities for which they are to be substituted. Each such substitution may be made without prior notice to or the approval of Depositor.

Bank may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

**Farmers & Merchants Bank**

Official: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Shon B. Myers  
President & CEO**



# MEMORANDUM

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**DATE:** JANUARY 11, 2024

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**TO:** MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES

**FROM:** FIRE CHIEF BRANDON BARNETT

**SUBJECT:** LEXIPOL, LLC. MASTER SERVICES AGREEMENT

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The attached resolution will authorize the Fire Chief to enter into a Master Services Agreement with Lexipol, LLC. for the purposes of providing policy and procedure creation, as well as on-going maintenance of such policies and procedures for Miami Valley Fire District. As part of our on-going efforts to make sure that our policies and procedures are updated to the most current of industry standards, we feel that Lexipol, LLC provides the best option for quick and accurate policy/procedure creation. Lexipol, LLC. is a well-established company that many fire and EMS agencies throughout the country use for policy and procedure creation. As part of their service, anytime that a policy or procedure references the Ohio Revised Code or Ohio Administrative Code, or changes per a best practice, our policy and/or procedure will automatically update, and all employees are notified by the company of this change. The cost for this service was calculated in our 2024 operating budget.

RESOLUTION NO. 2024-02

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO A MASTER SERVICE AGREEMENT WITH LEXIPOL, LLC. FOR THE PURPOSES OF POLICY AND PROCEDURES CREATION AND ON-GOING MAINTENANCE OF SUCH POLICIES AND PROCEDURES.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the “District”) consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, Miami Valley Fire District recognizes the critical importance of maintaining up-to-date and comprehensive policies and procedures for efficient and effective operation; and

WHEREAS, Lexipol, LLC. is a reputable provider of policy and procedure creation services and ongoing support and maintenance of such policies and procedures, specializing in the unique needs of fire and emergency services organizations; and

WHEREAS, the Fire Chief has thoroughly reviewed the services offered by Lexipol, LLC and believes that entering into a Master Service Agreement with Lexipol, LLC is in the best interest of the Miami Valley Fire District; and

WHEREAS, the Miami Valley Fire District commits to pay the annual renewal fee until the agreement is terminated by either party.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into a master service agreement with Lexipol, LLC for policy and procedure creation and maintenance at an initial cost of \$9,672.05 and annual renewal cost in year two not to exceed \$12,500.00; such agreement is attached hereto and marked Exhibit “B”.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.







MASTER SERVICE AGREEMENT

Agency's Name: Miami Valley Fire District  
Agency's Address: 2710 Lyons Rd  
Miami, Ohio 45342

Attention: Chief Steve Johnson

Sales Rep: Terri MacDonald  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

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

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** - 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.

**Miami Valley Fire District**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Lexipol, LLC**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

## Exhibit A

### SELECTED SERVICES AND ASSOCIATED FEES

**Agency is purchasing the following:**

#### Year One Cost

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Phase 1 Manual & Daily Training Bulletins (12 Months)	USD 4,543.00	USD 4,315.85
1	Echelon Front Leadership Training Series (12 Months)	USD 249.00	USD 249.00
	<b>Subscription Line Items Total</b>		<b>USD 4,564.85</b>
1	Fire Tier I Implementation	USD 2,497.00	USD 2,372.15
1	Fire Tier II Implementation	USD 2,879.00	USD 2,735.05
	<b>One-Time Line Items Total</b>		<b>USD 5,107.20</b>
			<b>USD 9,672.05</b>
		<b>Year One Cost Discount:</b>	USD 495.95
		<b>Year One Cost TOTAL:</b>	USD 9,672.05

#### Year Two Cost

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 12,779.00	USD 12,140.05
1	Echelon Front Leadership Training Series (12 Months)	USD 249.00	USD 249.00
	<b>Subscription Line Items Total</b>		<b>USD 12,389.05</b>
			<b>USD 12,389.05</b>
		<b>Year Two Cost Discount:</b>	USD 638.95
		<b>Year Two Cost TOTAL:</b>	USD 12,389.05

#### Discount Notes

OHFCA member discount 5% annually

**Exhibit B**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of 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 1. 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 otherwise subscribing to the Lexipol Services set forth in Exhibit A.

**1.2 “Agency Data”** means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

**1.3 “Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 “Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

**1.5 “Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.6 “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.

**1.7 “Services”** means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.<sup>1</sup>

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided 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.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. 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, including payment obligations.

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<sup>1</sup> Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")<sup>2</sup>, GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains 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.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the 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. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

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<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> 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 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.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may 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 personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

**7. Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**8. Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

**9. Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

**10. General Terms.**

**10.1 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.

**10.2 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.

**10.3 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 other 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.

**10.4 Compliance; 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.

**10.5 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.

**10.6 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.

**10.7 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.