

RESOLUTION NO. 2021 - 69

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD SINGLE SOURCE NO. 21-17 AND TO EXECUTE AN AGREEMENT WITH LEXIPOL, LLC TO PROVIDE POLICY UPDATES AND TRAINING MONITORING SERVICES FOR ST JOHNS COUNTY FIRE RESCUE.

RECITALS

WHEREAS, the County desires to enter into a contract with Lexipol, LLC for the provision of policy updates and training monitoring service; and

WHEREAS, Lexipol, LLC provides state specific, customized training solutions through a proprietary hosted application service to include daily training bulletins, Fire Policy Manual, updates and the ability for SJC Fire Rescue to create and edit policy and training content online; and

WHEREAS, SJC Purchasing posted the notice of single/sole source, and received no responses for alternate or similar services or products; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the draft contract (attached hereto, and incorporated herein) and finds that entering into the agreement serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with Lexipol, LLC and upon successful negotiations, award SS 21-17 to Lexipol, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute an Agreement, substantially similar in form and format as the the attached draft contract with Lexipol, LLC on behalf of the County for access to services provided in SS 21-17.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 11th day of February, 2021

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty, Clerk

By: Tommy Halter  
Deputy Clerk

RENDITION DATE 2/18/21





AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Saint Johns County Fire Rescue  
Agency's Address: 3657 Gaines Rd  
Saint Augustine, Florida 32084

Attention: Chief Carl Shank

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Terri MacDonald

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, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Saint Johns County	Lexipol
Signature: _____	Signature: _____
Print Name: _____	Print Name: Van Holland
Title: _____	Title: Chief Financial Officer
Date Signed: _____	Date Signed: _____

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

**Agency is purchasing the following:**

Year one Cost:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 24,242.00	5%	USD 1,212.10	USD 23,029.90
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
	<b>Subscription Line Items Total</b>			<b>USD 7,852.10</b>	<b>USD 23,029.90</b>
1	Fire Full Implementation	USD 25,103.00		USD 0.00	USD 25,103.00
	<b>One-Time Line Items Total</b>			<b>USD 0.00</b>	<b>USD 25,103.00</b>
				<b>USD 7,852.10</b>	<b>USD 48,132.90</b>
				<b>Year one Cost: Discount:</b>	USD 7,852.10
				<b>Year one Cost: TOTAL:</b>	USD 48,132.90

Year Two Cost:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 24,242.00	5%	USD 1,212.10	USD 23,029.90
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
	<b>Subscription Line Items Total</b>			<b>USD 7,852.10</b>	<b>USD 23,029.90</b>
				<b>USD 7,852.10</b>	<b>USD 23,029.90</b>
				<b>Year Two Cost: Discount:</b>	USD 7,852.10
				<b>Year Two Cost: TOTAL:</b>	USD 23,029.90

\*Fire pricing is based on 500 Fire Authorized Staff.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Discount Notes**

FAFC discount 5% annually

## 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 and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

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 be renewed by written agreement 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, either 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 Florida, within the venue of St. Johns County, Florida 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.

**13.11 Rider.** The attached St. John's County Supplemental Terms and Conditions "Rider 1" are attached hereto and incorporated herein.

End of General Terms and Conditions

## Scope 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

#### **Full Implementation**

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

## RIDER 1

### St. John's County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the Lexipol Agreement for Use of Subscription Material for Annual Fire Policy Updates and Subscription Agreement between St. Johns County, FL ("County") and Lexipol ("Lexipol") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Lexipol Agreement for Use of Subscription Material, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
  - A. The County shall compensate Lexipol an annual amount mutually agreed upon between the County and Reseller, which shall be paid in advance each year, for services to be provided in accordance with the mutually agreed to Subscription Agreement and this Rider 1. The maximum amount available as compensation to Lexipol under this Agreement shall not exceed the annual amount budgeted by the St. Johns County Growth Management Department for services delivered in accordance with the Contract Documents.
  - B. It is strictly understood that Lexipol is not entitled to the above-referenced amount of compensation. Rather, Lexipol's compensation shall be based upon Lexipol providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.
  - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from Lexipol unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Lexipol cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that Lexipol needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then Lexipol shall be responsible for securing, obtaining/acquiring, and maintaining, at Lexipol's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Contractor Relationship.

Lexipol is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to Lexipol's sole direction, supervision, and control.

Lexipol shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Lexipol's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Lexipol does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Amendments to this Contract Agreement.

Both the County and Lexipol acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and Lexipol acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and Lexipol.

7. Duration & Renewal.

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of two (2) calendar years, and may be renewed, in unlimited one (1) year periods, upon satisfactory performance by Lexipol, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that Lexipol has satisfactorily performed the Services noted in the Contract Documents.

8. Public Records.

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Lexipol's performance under this Agreement constitutes an act on behalf of the County, Lexipol shall provide access to all public records made or received by Lexipol in conjunction with this Agreement. Specifically, if Lexipol is expressly authorized, and acts on behalf of the County under this Agreement, Lexipol shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Lexipol or keep and maintain public records required by the County to perform the Services.
- C. If Lexipol transfers all public records to the County upon completion of this Agreement, Lexipol shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lexipol keeps and maintains public records upon completion of this Agreement, Lexipol shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by Lexipol to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Lexipol shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Lexipol's possession and shall promptly provide the County a copy of Lexipol's response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to Lexipol of such termination without cause. This Agreement may be terminated by the County with cause provided that Lexipol does not cure such deficiency within thirty (30) days of written notice by County of Lexipol's breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure.

- A. Should Lexipol fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Lexipol, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Lexipol to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to Lexipol during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Lexipol shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a Lexipol breach, Lexipol will refund any unused and prepaid fees. If the County terminates without cause, Lexipol will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, Lexipol shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. This not a works for hire arrangement. Customer is not receiving any work product from Lexipol.
  - 4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

Lexipol represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by Lexipol, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in Lexipol's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. Lexipol warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. Lexipol is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Lexipol shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

13. Insurance.

Lexipol, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

Lexipol shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Lexipol shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Lexipol has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve Lexipol of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

Lexipol shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect Lexipol from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Lexipol or by anyone directly employed by or contracting with Lexipol.

Lexipol shall maintain during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover Lexipol and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

Lexipol shall maintain during the life of this Agreement, Cyber Liability & Data Storage Insurance with minimum limits of ~~(\$1,000,000) (per occurrence, \$2,000,000) (aggregate)~~. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

Lexipol shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect Lexipol from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by Lexipol or by anyone directly or indirectly employed by Lexipol.

Lexipol shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

Lexipol shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of Lexipol's ~~willful acts or omissions, or negligence~~. Lexipol shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and Lexipol each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Lexipol shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent

not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Lexipol.

**16. Remedies.**

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

**17. Conflict of Interest.**

Lexipol represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. Lexipol further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. Lexipol shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Lexipol's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Lexipol may undertake and request an opinion of Lexipol, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Lexipol. The County agrees to notify Lexipol of its opinion by certified mail within 30 days of receipt of notification by Lexipol. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Lexipol, the County shall so state in the notification and Lexipol shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Lexipol under the terms of this Contract Agreement.

**18. Excusable Delays.**

Lexipol shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond Lexipol's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of Lexipol's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of Lexipol and its subcontractor(s) and is without the fault or negligence of either of them, Lexipol shall not be deemed to be in default. Upon Lexipol's request, the County shall consider the facts and extent of any delay in performing the work and, if Lexipol's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

**19. Arrears.**

Lexipol shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Lexipol further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**20. Ownership of Documents.**

Lexipol acknowledges that all information provided by County to Lexipol shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by Lexipol under this Agreement remains the property of Lexipol. Lexipol is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of Lexipol. The rights County will receive under the license agreement are rights to use the Lexipol subscription applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow



charts and/or specifications, or any work product produced by Lexipol, such as reports, schedules, displays, exhibits, other documentation, etc. unless specified for County by Lexipol. Lexipol claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, Lexipol terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

Lexipol warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Lexipol to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Lexipol, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

22. Access & Audits.

Lexipol shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such Lexipol books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

Lexipol warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and Lexipol agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and Lexipol.

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

Lexipol hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Amendments & Modifications.

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, Lexipol shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order

for changes, or a contract change order, if the original contract is be changed or amended Lexipol shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

29. Florida Law & Venue.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Leigh A. Daniels, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to Lexipol shall be mailed to:

Lexipol  
Attn: Terri Macdonald  
2611 Internet Boulevard, Suite 100  
Frisco, TX 75034

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and Lexipol explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

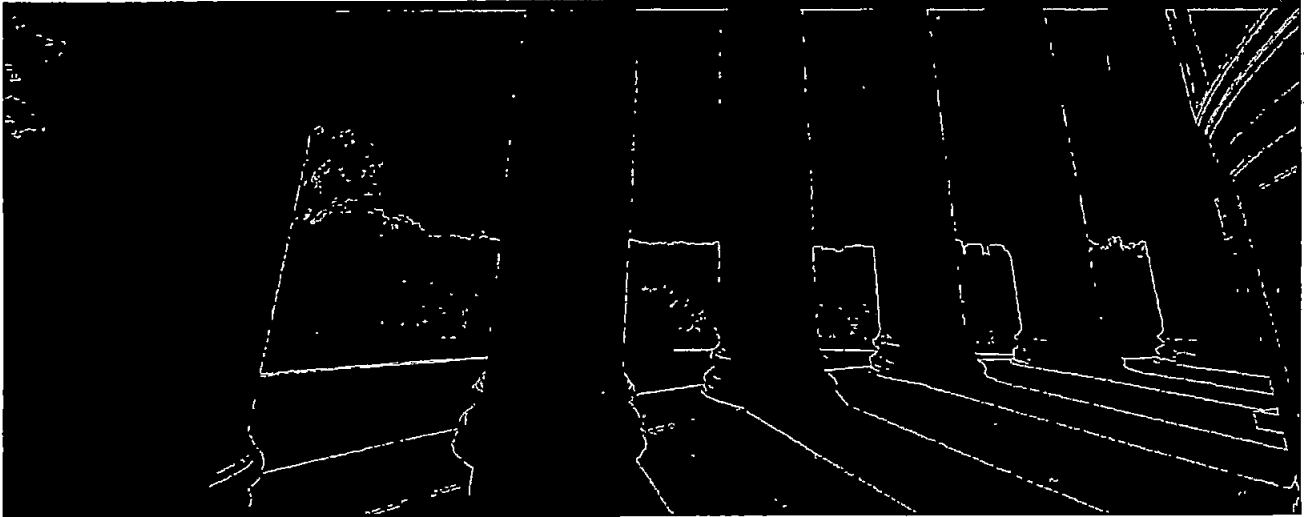
Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, Lexipol may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.



## SOLUTIONS PROPOSAL



**PREPARED FOR:**

Saint Johns County Fire Rescue  
Chief Carl Shank  
cshank@sjcfl.us  
9042091701

**PREPARED BY:**

Terri MacDonald  
tmacdonald@lexipol.com  
(617) 209-1014

2611 Internet Blvd, Ste 100  
Frisco, Texas 75034  
(844) 312-9500  
www.lexipol.com

## Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing risk 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 pleased to present the Saint Johns County Fire Rescue 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 and your community. Our team of public safety attorneys and policy experts continually monitor national and Florida-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

The Saint Johns County Fire Rescue 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 constitutionally sound. 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 the Saint Johns County Fire Rescue with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of Florida
- 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 a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. In addition to providing policy solutions to 3,500 public safety agencies across the United States, we offer services such as online training, grants and an electronic policy management platform, as well as the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1. We are proud to serve more than 2 million first responders and 8,100 agencies and municipalities.

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 solutions have clear, effective policy manuals that reflect the true values and philosophy of their agency as well as constitutionally sound practices that protect civil rights and community safety. Benefits of using the Lexipol system include enhanced accountability and compliance with policy, which in turn leads to a reductions of financial, legal and physical risks. (Lexipol customers also reduce time spent developing and maintaining policy, providing an increased ability to focus resources on other agency priorities) We look forward to working with the Saint Johns County Fire Rescue to realize these same benefits.

## Scope 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 Operations Procedures**

- More than 20 best practice procedures designed to support safe operations
- Procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Scenario-based training reinforces live training
- Mobile-friendly decision trees make it easy to review a procedure on the way to a call

#### **Full Implementation**

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

# Proposal

Prepared By: Terri MacDonald  
 Phone: (617) 209-1014  
 Email: tmacdonald@lexipol.com

Quote #: Q-12658-2  
 Date: 10/14/2020  
 Valid Through: 1/12/2021

## Overview

Lexipol is America's leading source of state-specific policy and training solutions that reduce risk, lower litigation costs and improve personnel safety in public safety agencies. The services proposed below are designed to guide your agency in providing up-to-date, legally defensible policy and training content to your personnel.

### Year one Cost:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 24,242.00	5%	USD 1,212.10	USD 23,029.90
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
<b>Subscription Line Items Total</b>				<b>USD 7,852.10</b>	<b>USD 23,029.90</b>
1	Fire Full Implementation	USD 25,103.00		USD 0.00	USD 25,103.00
<b>One-Time Line Items Total</b>				<b>USD 0.00</b>	<b>USD 25,103.00</b>
				<b>USD 7,852.10</b>	<b>USD 48,132.90</b>
<b>Year one Cost: Discount:</b>					USD 7,852.10
<b>Year one Cost: TOTAL:</b>					<b>USD 48,132.90</b>

### Year Two Cost:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 24,242.00	5%	USD 1,212.10	USD 23,029.90
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 3,320.00	100%	USD 3,320.00	USD 0.00

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	Subscription Line Items Total			USD 7,852.10	USD 23,029.90
				USD 7,852.10	USD 23,029.90
Year Two Cost: Discount:					USD 7,852.10
Year Two Cost: TOTAL:					USD 23,029.90

\*Fire Policy pricing is based on 350 Fire Authorized Staff.

**Discount Notes**  
FAFC discount 5% annually



**Shelly Vongchanta**

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**From:** Terri MacDonald <tmacdonald@lexipol.com>  
**Sent:** Friday, January 22, 2021 4:35 PM  
**To:** Shelly Vongchanta  
**Subject:** price increase in subsequent years

Pricing for subsequent years may increase no more than 3 to 5% annually. We will send out notice of any increases before the renewal date.

**Terri MacDonald**  
SENIOR ACCOUNT EXECUTIVE  
D: 617-209-1014  
[www.lexipol.com](http://www.lexipol.com)



[FireRescue1](#) | [EMS1](#)

**CAUTION:** This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe this message is fraudulent or malicious, please contact MIS for further assistance.



**St. Johns County Board of County Commissioners**

Purchasing Division

**NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT**

St Johns County, FL  
Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Office: (904) 209-0166

**Sole/Single Source No: SS No: 21-17**

**Date Posted: December 3, 2020**

**Written Response due: December 14, 2020 by or before 5:00PM**

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**RESPONSES SUBMITTED TO:**

**Name: Shelly Vongchanta, Procurement Coordinator**

**Email Address: [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us)**

**Phone Number: (904) 209-0166**

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This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

**PRODUCT/SERVICE REQUIRED: Purchase of Policy Updates and Training Monitoring Service**

**DESCRIPTION:** St Johns County Fire Rescue department is seeking a policy and training solution to keep the department updated on all current federal, state, and local policies as well as tracking individual training throughout the department. The proposed solution shall have the capability of a web-based platform that would provide for secure access and storage of all department policy and training content. In addition to updating policies and training requirements, the solution would also aid in creating reports that will help the Fire Rescue department in strategic planning and staff meetings.

**INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR: Lexipol**

**PROPOSED BUDGET: \$75,000**

**PROPOSED CONTRACT/PURCHASE TERM:**

A contract agreement will be signed for two years, with an option for renewal.

**JUSTIFICATION FOR SOLE/SINGLE SOURCE:**

Sole Vendor/Manufacturer

**RESPONSE TO SOLE/SINGLE SOURCE:**

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

**ATTACHMENTS:** Sole Source Letter