



WINDSOR POLICE DEPARTMENT
56 EAST WINDSOR BOULEVARD, P.O. BOX 307, WINDSOR, VIRGINIA 23487
PHONE: 757.242.6799 FAX: 757.242.0328



To: William Saunders, Town Manager
Honorable Mayor, Glyn Willis and Members of Town Council

From: Chief R.D. Riddle *RDR*

Date: 5/3/2021

Ref: Moving Forward to Build Bridges, Improving Police Services and Community Confidence – Update 1

The Windsor Police Department has continued to move forward with implementing new policies, training and enforcement strategies in an effort to enhance citizen and officer safety.

1. Policy and Procedure:

Currently WPD is working to revise its Traffic Enforcement and Use of Force policies to ensure that they are in compliance with current case law and legislative updates. In addition to these short term revisions WPD is again asking that council consider funding the LEXIPOL policy manual program with either CARES ACT funding or funds from Unappropriated fund balance. This program will provide WPD with an excellent and current policy manual that will incorporate updated policy, with best practice standards, accreditation standards and legal review of policy. In addition LEXIPOL provides policy training for all officers and also partners with Police One for additional online training in law enforcement topics and trends. Policy and training are major factors for agencies attempting to secure accreditation which is a future goal for WPD. The current proposal is attached for review.

2. Training

- A. All full time WPD employees have successfully completed the VACP Online 4 hour – Course for Implicit Bias. Training was completed on 4/26/2021. This course was created by the National Command & Staff College.

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- B. On May 26th and May 27th all fulltime WPD employees will be attending De-escalation - Strategies for Best Possible Outcomes and Dynamics of Officer/Citizen Encounters, these classes will be taught by Command Presence. Officers from other jurisdictions will also be attending the training.

- C. WPD Auxiliary Sgt. Givens has been working to produce an 8 hour block of instruction that will be held on May 28th in Windsor. The first 4 hour block of instruction will focus on a defensive tactics/handcuffing refresher as well as a review of the WPD Use of Force Policy. The second part of the day will focus on tactics and strategies on conducting safe traffic stops, both routine and high-risk utilizing scenario based training.

3. Hiring

- A. We employ a new interview panel to conduct interviews with potential new hires. The new panel will consist of 2 WPD Personnel, 2 citizens and 1 Council member.

- B. WPD will open the application process within the next 2 weeks and begin accepting applications to fill the current vacancy.

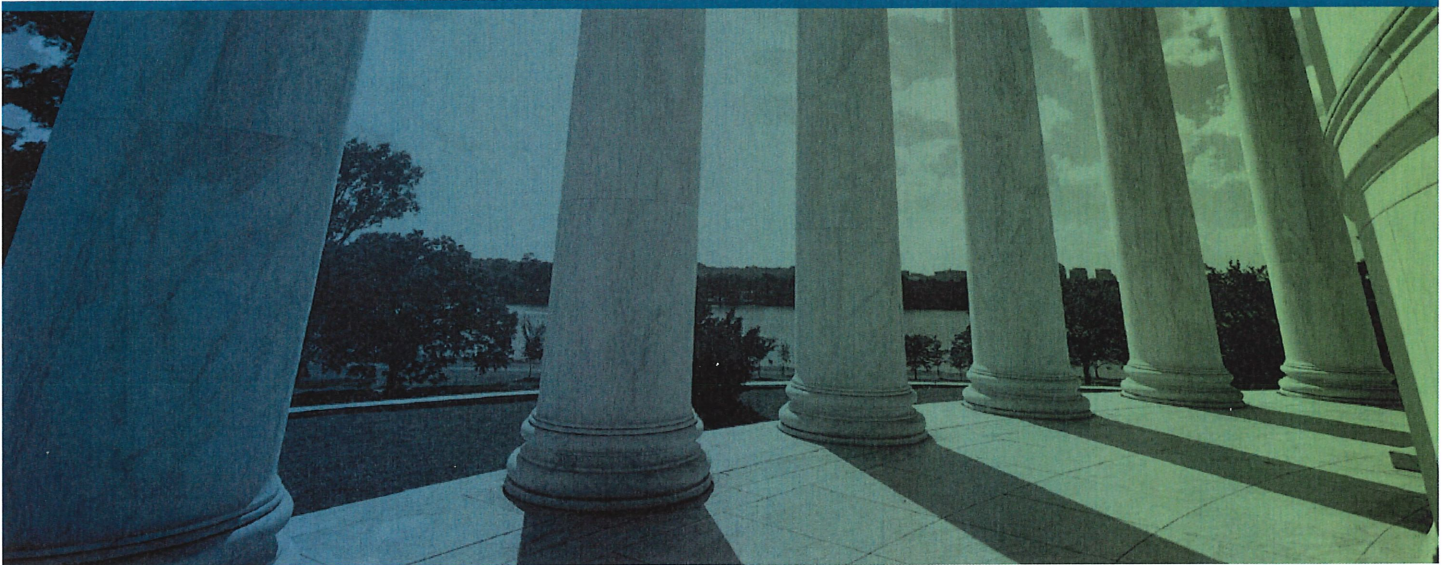
4. Changing Traffic Enforcement Strategies

- A. WPD is working to actively gather quotes from a number of vendors regarding speed measurement and data gathering devices to utilize on Route 460. This will hopefully reduce speeding, reduce traffic stops and produce data to assist in enforcement operations

- B. WPD is looking at other options to include contacting VDOT on the possibility of adding enhanced speed change signage along westbound Route 460 coming into Windsor from Suffolk. This would include adding rumble strips and flashing yellow lights similar to those located on eastbound Route 460 at the town limits.



SOLUTIONS PROPOSAL



PREPARED FOR:

Windsor Police Department
Chief Rodney D Riddle
riddle@windsor-va.gov
757-242-6799

PREPARED BY:

Dunnagan Motta
dmotta@lexipol.com
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www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, 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 departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

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. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Windsor Police Department to address your unique challenges.

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

Accreditation Workbench - Basic

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

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

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

GrantFinder <http://app.grantfinder.com>

GrantFinder is a real-time database of federal, state, and private grant opportunities tailored to municipalities, nonprofits, educational institutions, and public safety organizations. The simplicity and efficiency of our service will result in identifying grant applications intelligently tailored to your needs; greatly improving the chance your organization will ultimately be funded.

Currently tracking over 10,000 grants, GrantFinder monitors more than 4,300 grant websites to update and keep communities aware of the universe of funding. GrantFinder is being used by more than 8,000 individual users spread across 800 cities and organizations like yours.

The accompanying proposal outlines the functions of Lexipol's GrantFinder service and what would be provided.

GrantFinder includes:

- Access to Federal, State, Corporate & Foundation grants programs in one place with summaries, links to applications, guidelines and much more
- 10+ search filters including geographic coverage, program area, keyword, deadline, matching funds, etc.
- Save and download grant listings + track deadlines
- Custom grant email alerts tailored to user preference
- Application and performance tracking
- Document and application upload + storage
- Ongoing dedicated account management support + user-based training

Proposal

Prepared By: Dunnagan Motta
 Phone: (469) 598-0227
 Email: dmotta@lexipol.com

Quote #: Q-19517-1
 Date: 4/1/2021
 Valid Through: 12/31/2021

Overview

Lexipol empowers first responders and their communities to best serve the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support for first responders and government leaders, helping address public safety challenges and improve the quality of life for all community members. Our solutions encompass state-specific policies, online learning, behavioral health resources, funding assistance, and news and analysis, including the online digital communities Police1, FireRescue1, EMS1, Corrections1 and Gov1. The services proposed below are designed to meet your agency's specific goals and needs.

Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures w/ GrantFinder w/Accreditation Workbench (Start: 5/1/2021 End: 6/30/2021)	USD 1,068.00	15%	USD 160.20	USD 907.80
7	PoliceOne Academy Annual Rate Per User (Start: 5/1/2021 End: 6/30/2021)	USD 14.67	15%	USD 15.40	USD 87.29
	Subscription Line Items Total			USD 175.60	USD 995.09
				USD 175.60	USD 995.09
				Annual Subscription Fee Discount:	USD 175.60
				Annual Subscription Fee TOTAL:	USD 995.09

One-Time Fee for Professional Services Project

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 22,098.00	15%	USD 3,314.70	USD 18,783.30
	One-Time Line Items Total			USD 3,314.70	USD 18,783.30
				USD 3,314.70	USD 18,783.30
				One-Time Fee for Professional Services Project Discount:	USD 3,314.70
				One-Time Fee for Professional Services Project TOTAL:	USD 18,783.30

Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures w/ GrantFinder w/Accreditation Workbench (Start: 7/1/2021 End: 6/30/2022)	USD 6,408.00	15%	USD 961.20	USD 5,446.80
7	PoliceOne Academy Annual Rate Per User (Start: 7/1/2021 End: 6/30/2022)	USD 88.00	15%	USD 92.40	USD 523.60
	Subscription Line Items Total			USD 1,053.60	USD 5,970.40
				USD 1,053.60	USD 5,970.40
				Annual Subscription Fee Discount:	USD 1,053.60
				Annual Subscription Fee TOTAL:	USD 5,970.40

*Law Enforcement Policy pricing is based on 7 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

PoliceOne Academy Bundle Discount Applied
 Subscription Prorated to Accommodate July Fiscal Year



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Windsor Police Department
Agency's Address: 56 E Windsor Blvd POB 307
Windsor, Virginia 23487

Attention: Chief Rodney Riddle

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

Prepared By: Dunnagan Motta

Program Start Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person 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.

Windsor Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
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				USD 3,314.70	USD 18,783.30
				One-Time Fee for Professional Services Project Discount:	USD 3,314.70
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Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
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				Annual Subscription Fee TOTAL:	USD 5,970.40

*Law Enforcement pricing is based on 7 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

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

Discount Notes

PoliceOne Academy Bundle Discount Applied
Subscription Prorated to Accommodate July Fiscal Year

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**

3.1 Policy Subscriptions and Materials. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

- i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); 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, 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, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work 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 Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a

Exhibit B

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 3.1(i) above.

iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. 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.

3.2 Learning Management System. This Section applies when Agency has subscribed to Lexipol’s Learning Management System (“LMS”). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency’s right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of “Derivative Work” in Lexipol’s General Terms and Conditions, is Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency’s purchase of LMS Subscription Services is subject to Lexipol’s General Terms and Conditions, this Exhibit B (including this Section 3.2) and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>.

3.3 Wellness Applications. This Section applies when Agency has subscribed to Lexipol’s Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the “Wellness Services”). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency’s right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency’s purchase of Wellness Services is subject to Lexipol’s General Terms and Conditions, this Exhibit B (including this Section 3.3) and the Terms of Use and Privacy Policy set forth within each Wellness Application.

3.4 Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol’s trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol’s rights, and perform Lexipol’s obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED “AS IS” AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. **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 Services or the

Exhibit B

Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **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, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services 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.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. 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.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

Town of Windsor

Memorandum

May 4, 2021

TO: The Honorable Mayor and Town Council
FROM: William G. Saunders, IV, Town Manager
SUBJECT: Lexipol Budget Appropriation

Background

In an effort to improve and maintain Police Department policy in the fast-paced and ever-changing legislative environment, Lexipol, LLC provides police departments with policies and up-to-date revisions based upon changes in laws and guidance. Council's consideration of appropriating \$25,748.79 from the Unappropriated Fund Balance to the Police Department Computer and Technology line item for the initial purchase of the Lexipol policy service is requested.

Specifics

A budget appropriation in the amount of \$25,748.79 is required to accept and implement the Unappropriated Fund Balance. Attached is a resolution to accept the funds and appropriate them to the General Fund Operating Budget.

These additional funds would be appropriated to the General Fund Police Department Computer and Technology Line Item for the acquisition of the Lexipol policy service.

Enclosures

Memo from Chief Riddle
Proposal from Lexipol, LLC

Recommended Motion

Move that Council adopt a resolution entitled:

A Resolution Accepting Unappropriated Fund Balance and Appropriating the Funds to the General Fund Police Department Computer and Technology Line Item for Fiscal Year 2020/21.

Resolution

A Resolution Accepting Unappropriated Fund Balance and Appropriating the Funds to the General Fund Police Department Computer and Technology Line Item for Fiscal Year 2020/21.

BE IT RESOLVED by the Council of the Town of Windsor Virginia as follows:

Section 1. That the Town hereby accepts Unappropriated Fund Balance in the amount of \$25,748.79.

Section 2. That the sum of \$25,748.79 from the Unappropriated Fund Balance is hereby appropriated into the Police Department Computer and Technology Line Item of the Town's General Fund Operating Budget for Fiscal Year 2020/21 for the Lexipol policy service.

Section 3. That the Town Manager and the Chief of Police are hereby authorized and directed to do all things necessary to implement this award.

Section 4. This resolution shall be in effect on and after its adoption.

Adopted: May 4, 2021

TESTE:

Town Clerk