

AGREEMENT FOR SERVICES #329-S1211
AMENDMENT II

This Amendment II to that Agreement for Services #329-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Lexipol, LLC., a Delaware Limited Liability Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6B Liberty, Suite 200, Aliso Viejo, CA 92656; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide updates to the Department Policy Manual, and Custody Division Manual developed by Consultant for the El Dorado County Sheriff's Office, in accordance with Agreement for Services #329-S1211, dated January 31, 2012, and Amendment I, dated January 7, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article III Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to replace Article IV Ownership of Documents; and

WHEREAS, the parties hereto have mutually agreed to replace Article VI Ownership of Rights; and

WHEREAS, the parties hereto have mutually agreed to amend Article X Independent Contractor/Liability; and

WHEREAS, the parties hereto have mutually agreed to remove Article XIX County Business License; and

WHEREAS, the parties hereto have mutually agreed to add Article XXV Taxes; and

WHEREAS, the parties hereto have mutually agreed to add Article XXVI Audit by California State Auditor; and

WHEREAS, the parties hereto have mutually agreed to add Article XXVII Change of Address;

WHEREAS, the parties hereto have mutually agreed to add Article XXVIII Limitation of Liability;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #329-S1211 shall be amended a second time as follows:

ARTICLE III

Compensation for Services: For services provided for updates to the Department Policy Manual, County agrees to pay Consultant the lump sum of the annual fee in advance. For the purposes of this Amendment II, the billing rate shall be as follows:

- For the period of February 1, 2012 through January 31, 2013, County agrees to pay consultant the sum of \$4,500.00 no later than February 28, 2012.
- For the period of February 1, 2013, through January 31, 2014, County agrees to pay consultant the sum of \$4,500.00 no later than February 28, 2013.
- For the period of February 1, 2014, through January 31, 2015, County agrees to pay consultant the sum of \$4,500.00 no later than February 28, 2014.
- For the period of February 1, 2015, through January 31, 2016, County agrees to pay the consultant the sum of \$4,500 no later than May 28, 2015

For services provided for updates to the Custody Division Manual, County agrees to pay Consultant the lump sum of the annual fee in advance. For the purposes of Amendment I, the billing rate shall in be accordance with Exhibit A, incorporated herein and made by reference a part hereof as follows:

- For the period January 1, 2014 through December 31, 2014, County agrees to pay the Consultant the sum of \$11,963.00 no later than January 31, 2015.
- For the period January 1, 2015 through December 31, 2015, County agrees to pay the Consultant the sum of \$4,268.00 no later than January 31, 2015.
- For the period January 1, 2016 through December 31, 2016, County agrees to pay the Consultant the sum of \$4,268 no later than January 31, 2016.

The total amount of this Agreement, as amended, shall not exceed \$38,499.00 for the five (5) year period.

ARTICLE IV

Copyright; Derivative Works; Contractor Ownership: County acknowledges and agrees that the Subscription Material and each policy provided by Lexipol including, but not limited to, all updates, and revisions to the entire Policy Manual(s), are expressly created solely for County's internal use. County further agrees that Lexipol owns the copyright to all subscription materials and Policy Manual(s) based in whole or in part thereon. County further agrees that any Policy Manual(s) prepared by County, based in whole or in part on subscription materials copyrighted by Lexipol shall be derivative works subject to the copyright of Lexipol, and shall fall under United States copyright law.

ARTICLE VI

Ownership of Rights: On and subject to the terms and conditions contained in this Agreement, County is given permission by Lexipol to prepare derivative works based on any or all of the contents of Policy Manual(s) for its internal use. County will not remove Lexipol's copyright notice from any materials provided by Lexipol to County, and will reproduce such copyright notices on all copies of such materials, and on all copies of all derivative works based on such materials, prepared by County. County is hereby authorized by Lexipol to disclose policies contained within the

Policy Manual(s) to the public via its website provided that all materials disclosed bear Lexipol's copyright notice. County specific content created by County contained within the Policy Manual(s) will remain the property of County. County will not 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, the Policy Manual(s), or derivative works thereof; provided, however, that the foregoing shall not prohibit County from (a) providing a copy of the Policy Manual(s) for review by any party with lawful reason to do so, or (b) disclosing any policies contained within the Policy Manual(s) pursuant to and authorized by a request under the Public Records Act, pursuant to court order or any other lawful process; provided further, however, that all materials disclosed under either paragraph (a) or (b) above bear Lexipol's copyright notice.

ARTICLE X

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. In developing the Subscription Materials, Contractor has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to County. While Contractor has made such a good faith effort, County acknowledges and agrees that Contractor will have no liability to County or any other person or entity arising from or related to the Subscription Materials, or any act or omission by County or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XXV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXVI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article

titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXVIII

Limitation of Liability: Lexipol shall indemnify and save harmless County against any and all claims, demands, suits, judgments of sums of money to any party accruing against County for loss of life or injury (including any action under the Workers' Compensation Law) or damage to persons or property growing out of, resulting from, or by reason of any operation of Lexipol, its agents, servants, or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by Lexipol hereunder, and shall also hold County harmless from any and all claims and/or liens for labor, services or materials furnished to Lexipol in connection with the performance of its obligation under this agreement.

County understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by County. While Lexipol will make a good faith effort to develop all policies in accordance with existing law and standards, County acknowledges that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any claims in which said content, policies or training material are subject to challenge.

Except as herein amended, all other parts and sections of that Agreement #329-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Robert Ashworth
Captain
Sheriff's Office

Dated: _____

Requesting Department Head Concurrence:

By: _____
John D. Agostini
Sheriff
Sheriff's Office

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #329-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

LEXIPOL, LLC
A DELAWARE LIMITED LIABILITY CORPORATION

By: _____
Ron Wilkerson
CEO
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(td)

(#329-S1211 Amend II)