

Lexipol, LLC

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #043-S1611

THIS THIRD AMENDMENT to that Agreement for Services #043-S1611 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 company duly qualified to conduct business in the State of California, whose principal place of business is 2415 Campus Drive, Suite 250, Irvine, California 92612 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide updates to the Department Policy Manual developed by Consultant for the El Dorado County District Attorney's Office pursuant to Agreement for Services #043-S1611, dated July 14, 2015, First Amendment to Agreement for Services #043-S1611, dated June 7, 2016, and Second Amendment to Agreement for Services #043-S1611, dated July 18, 2017 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the annual subscription fee and to allow annual subscription fee increases; amending **ARTICLE III, Compensation of Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant within forty-five (45) days following County receipt of the invoice for such subscription and renewal fees.

The annual subscription fee shall be \$2,917 for the June 1, 2020 through May 30, 2021 subscription period.

The annual subscription fee may be adjusted annually with thirty (30) days prior written notice from Consultant. The rate increase shall not exceed three percent (3%) annually.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:


County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.


Except as herein amended, all other parts and sections of Agreement for Services #043-S1611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Shawn Eastman
Supervising Investigator
District Attorney's Office

Dated: 1/29/2020

Requesting Department Concurrence:

By: 
Vern Pierson
District Attorney
District Attorney's Office

Dated: 1-29-2020

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services # 043-S1611 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 02/25/20

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 02/25/20

--LEXIPOL, LLC--

By: 
Van Holland
CFO
"Consultant"

Dated: 1/29/20