

ORIGINAL

AGREEMENT FOR SERVICES #369-S0810 AMENDMENT I

This Amendment I to that Agreement for services #369-S0810 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 California 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 supply updates to the Department Policy Manual developed by Consultant for the El Dorado County Sheriff's Office, in accordance with Agreement for Services #369-S0810, dated March 26, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the addresses in said Agreement, hereby amending **ARTICLE XIII – Notice to Parties** and delete **ARTICLE XIV – Indemnity**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #369-S0810 shall be amended a first time as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
1319 BROADWAY
PLACERVILLE, CA 95667
ATTN: CRAIG TIERKILDSEN, CAPTAIN

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

LEXIPOL, LLC
6B LIBERTY, SUITE 200
ALISO VIEJO, CA 92656
ATTN: DAN MERKLE, CHIEF EXECUTIVE OFFICER

or to such other location as the Consultant directs.

ARTICLE XIV

Indemnity: ~~The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.~~

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5/13/09
Craig Therkildsen
~~Lieutenant~~ CAPTAIN
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5/13/09
Jeff Neves
Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #369-S0810 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- CONSULTANT --

Dated: 5/20/09

LEXIPOL, LLC,
A CALIFORNIA LIMITED LIABILITY CORPORATION

By: _____

[Signature]
Dan Merkle,
its member and managing officer
"Consultant"