

# ORIGINAL

## AGREEMENT FOR SERVICES #043-S1611

### AMENDMENT I

This Amendment I to that Agreement for Services #043-S1611, made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Leixpol, 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 under Agreement for Services #043-S1611 to provide updates to the Department Policy Manual developed by Consultant for the El Dorado County District Attorney’s Office in accordance with Agreement for Services #043-S1611, dated July 14, 2015, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants herein contained, County and Consultant mutually agree to amend the terms of the Agreement in this first Amendment to Agreement for Services #043-S1411 as follows:

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant the fees specified in Exhibit “A” attached hereto and incorporated herein by reference within forty-five (45) days following the County’s receipt and approval of the invoice for such subscription and renewal fees .

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’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  
515 Main Street  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to 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 deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation

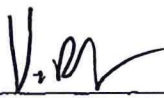
Except as herein amended, all other parts and sections of that Agreement for Services #043-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
ROBERT D. COSLEY  
Chief Investigator  
District Attorney's Office

Dated: 5/12/2016

**Requesting Department Head Concurrence:**

By:   
\_\_\_\_\_  
VERN PIERSON  
District Attorney  
District Attorney's Office

Dated: 5/11/16

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

-- COUNTY OF EL DORADO --


Dated: 6/7/16  
By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

**ATTEST**  
James S. Mitrising  
Clerk of the Board of Supervisors

By:  Dated: 6/7/16  
Deputy Clerk

-- CONSULTANT --

LEXIPOL, LLC  
A DELAWARE LIMITED LIABILITY CORPORATION

By:  Dated: 5/9/16  
MICHAEL DAVIS  
CEO  
"Consultant"

By:  Dated: 5/3/16  
VAN HOLLAND  
CFO

nva

(Contract #043-S1611 Amendment I)

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

PRODUCT	TERM	PRICE
Law Enforcement Policy Manual Updates	Annual	\$ 2,500.00
<b>Total</b>		<b>\$ 2,500.00</b>

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Pricing is based on

Law Enforcement - No. of Authorized Sworn Officers 10  
(insert #)

Custody - No. of Beds             
(insert #)

Fire - No. of Authorized Staff             
(insert #)