

Contract #: 043-S1611, Amd II

CONTRACT ROUTING SHEET

Date Prepared: ²³ 6/21/17

Need Date: ²⁸ 6/28/17

PROCESSING DEPARTMENT:

Department: CAO for District Attorney
Dept. Contact: Megan Arevalo MK
Phone #: 621-5147
Department
Head Signature: [Signature] ^{6/23/17}

CONTRACTOR:

Name: Lexipol, LLC
Address: 16755 Von Karman Ave
Ste 250, Irvine, CA 92606
Phone: 949-484-4444

CONTRACTING DEPARTMENT: District Attorney

Service Requested: Review contract amendment
Contract Term: Perpetual Contract Value: \$2,750
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: ✓ Date: 6/30/17 By: Justita Kear
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2017 JUN 23 AM 9:03

The language in ~~the~~ sections V and VI of the contract are unacceptable for the same reasons set forth in the 12/15/14 e-mail from me to T. Sonally in regard to the same language in the S.O contract with Lexipol that we discussed; County Counsel understands that contracts with Lexipol have been approved since these new contract provisions were added to our prior agreements with Lexipol by the new owner(s) of Lexipol. This Office cannot approve a contract that states that the contractor owns the copyright to all subscription materials or that permission from Lexipol is required ^{to prepare derivative works} on all or any of the Department's Policy Manual etc. for the reasons set forth in the 12/15/14 e-mail.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

AGREEMENT FOR SERVICES #043-S1611
AMENDMENT II

This Amendment II 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 Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 16755 Von Karman Avenue, Suite 250, Irvine, CA 92606 (hereinafter referred to as "Consultant");

RECITALS

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, 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 increase compensation, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #043-S1611 shall be amended a second time 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 "B" 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:

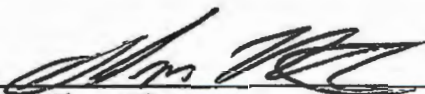
County of El Dorado
District Attorney's Office
515 Main Street
Placerville, CA 95667

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.

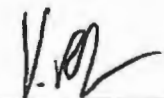
Except as herein amended, all other parts and sections of that Agreement #043-S1611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  _____
Shawn Eastman
Supervising Investigator
District Attorney's Office

Dated: 7/11/17

Requesting Department Head Concurrence:

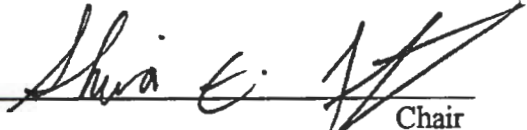
By:  _____
Vern Pierson
District Attorney
District Attorney's Office

Dated: 7/11/17

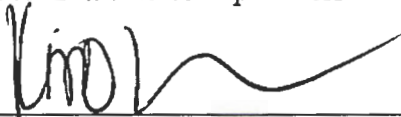
IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #043-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 7/18/2017

By: 
Chair
Board of Supervisors
"County"

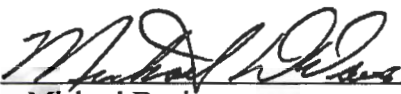
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7/18/2017

-- CONSULTANT --

Lexipol, LLC
A Delaware Limited Liability Corporation

By: 
Michael Davis
CEO
"Consultant"

Dated: 10 July 2017

By: 
Van Holland
CFO

Dated: 7/10/17

Lexipol

PREDICTABLE IS PREVENTABLE™

Exhibit "B"



District Attorney Vern Pierson
El Dorado County District Attorney
515 Main St
Placerville, California 95667

District Attorney Pierson:

Thank you for being a Lexipol customer. We greatly appreciate your business and the opportunity to help improve your agency's performance.

Your Lexipol subscription will be renewing in the coming months. We know your agency's budget is the result of careful planning and resource allocation, so we're providing you advance notice of your 2017-2018 renewal pricing, as noted below.

	Price	Effective Dates
Annual Law Enforcement Subscription	\$2,750.00	6/1/17 - 5/31/18
Management Services Subscription	N/A	N/A
Supplemental Publications Subscription	N/A	N/A
Total:	\$2,750.00	

This is not an invoice. An invoice will be sent 30 days prior to your renewal date.

In addition to providing you critical policy updates and the highest quality training, we are committed to investing in enhancements to improve usability and add value to your Lexipol platform. A few highlights of recent upgrades include:

- New **Implementation and Management Services** packages that allow you to tap into the expertise of Lexipol staff and complete your manual implementation faster and more efficiently. Turn the work of managing updates and Daily Training Bulletins over to us and free your time to focus on your important initiatives.
- An **Enhanced Daily Training Bulletin workflow** focuses your staff more directly on your agency's policies and reduces review and customization time.
- Updates to the **Lexipol mobile app** allow you to search policies by voice, bookmark frequently used policies and use "night mode."

We look forward to working with you this year on improving operational safety and reducing the risk of costly litigation. If you have any questions about your Lexipol subscription, please contact your account manager, Nicole Falconer, at 949-226-8080 or nfalconer@lexipol.com.

Sincerely,
Lexipol Finance Department

RECEIVED

JAN 23 2017