

AMENDMENT NUMBER ~~TWO~~ THREE  
 TO  
 CONTRACT MA-060-18011340  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 LEXIPOL, LLC

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-18011340 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, (hereinafter "COUNTY") and Lexipol, LLC (hereinafter "CONTRACTOR") with a place of business at 2801 Network Blvd Suite 500, Frisco, TX 75034 sometimes referred to collectively as "Parties," is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Online Annual Policy Manual Development on March 15, 2018 as Contract Number MA-060-18011340 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of March 15, 2018 through and including March 14, 2020 renewable for three (3) additional, one year terms; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on May 23, 2019 to reflect payment in advance (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on February 25, 2020 for a one (1) year term of March 15, 2020 through and including March 14, 2021 ~~as Contract number MA-060-20010706~~ in a not to exceed amount of \$17,350.00, ~~and the CONTRACTOR agrees to provide these services at the rates set forth herein;~~ and amended Paragraph Q., Change of Ownership/Name, Litigation Status, Conflict with County Interests of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that it understood and is in compliance with the County's Conflict of Interest Policy as stated in article Q (hereinafter "AMENDMENT NUMBER TWO");

~~WHEREAS, COUNTY desires to amend Paragraph Q., Change of Ownership/Name, Litigation Status, Conflict with County Interests of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that it understands and is in compliance with the County's Conflict of Interest Policy as stated in article Q herein;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract number MA-060-20010706 for a one (1) year term of March 15, 2021 through and including March 14, 2022 in an amount not to exceed \$17,350.00, and the CONTRACTOR agrees to provide these services at the rates set forth herein; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2, Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

## 2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/15/18 through and including 3/14/21~~2~~, unless otherwise terminated by COUNTY. The period of 3/15/18 through and including 3/14/20 shall be known as Contract number MA-060-18011340. The period of 3/15/20 through and including 3/14/21~~2~~ shall be known as Contract Number MA-060-20010706. ~~Contract may be renewed for two (2) additional one (1) year terms, upon written mutual agreement of both Parties. The County does not have to give reason if it elects not to renew.~~

b. ~~Attachment B, Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:~~~~2. Fees and Charges:~~

~~Online Annual Policy Manual Development Subscription — \$17,350.00 for year 3~~

~~Contract amount not to exceed: \$48,850.00~~

Additional Terms and Conditions, Section 3, Renewals of the ORIGINAL CONTRACT is amended in part as follows:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional year. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by County of Orange Board of Supervisors.

c. ~~General Terms and Conditions, Paragraph Q, Change of Ownership/Name, Litigation Status, Conflict with County Interests, is amended in its entirety as follows:~~

~~Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.~~

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

Attachment B, Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

Online Annual Policy Manual Development Subscription      \$17,350.00 for year 4

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-18011340) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-18011340) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-20010706) is attached hereto as Exhibit C and incorporated by this reference.
4. ~~All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect.~~
5. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER TWO ~~THREE~~ to Contract Number MA-060-18011340.

\*Contractor: Lexipol, LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Lexipol, LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

by \_\_\_\_\_  
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18011340)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-18011340)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-18011340)