

AMENDMENT NUMBER ~~FOUR~~ FIVE
 TO
 CONTRACT MA-060-13011277
 BETWEEN ~~THE~~
 COUNTY OF ORANGE
 AND
 LEXIPOL, LLC

This AMENDMENT NUMBER ~~FOUR~~ FIVE to Contract number MA-060-13011277 for Online Annual Policy Manual Development (hereinafter "AMENDMENT NUMBER ~~FOUR~~ FIVE") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-~~Coroner's~~ Department (hereinafter "COUNTY") and Lexipol, LLC (~~hereinafter "CONTRACTOR"~~) with a place of business at 6B Liberty, Suite 200, Aliso Viejo, CA 92656 (~~hereinafter "CONTRACTOR"~~), ~~is made and entered upon execution of all necessary signatures.~~

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Online Annual Policy Manual Development and Daily Training Bulletins Subscriptions on March 7, 2013, as Contract number MA-060-13011277 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of March 17, 2013 through and including March 16, 2014, renewable for four (4) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR amended the ~~ORIGINAL~~ CONTRACT on August 20, 2013 (hereinafter "AMENDMENT NUMBER ONE") to remove the Indemnification provision from paragraph P;

WHEREAS, COUNTY and CONTRACTOR renewed the ~~ORIGINAL~~ CONTRACT on March 12, 2014, as Contract number MA-060-14011502 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of March 17, 2014 through and including March 16, 2015;

WHEREAS, COUNTY and CONTRACTOR renewed the ~~ORIGINAL~~ CONTRACT on March 3, 2015, as Contract number MA-060-15011223 (hereinafter "AMENDMENT NUMBER THREE"), for a one (1) year term of March 17, 2015 through and including March 16, 2016;

WHEREAS, COUNTY ~~desires to~~ and ~~CONTRACTOR~~ renewed the ~~ORIGINAL~~ CONTRACT on March 15, 2016, as Contract number MA-060-16011406 (~~hereinafter "AMENDMENT NUMBER FOUR"~~), for a one (1) year term of March 17, 2016 through and including March 16, 2017 ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to renew the CONTRACT as Contract number MA-060-17010837 for a one (1) year term of March 17, 2017 through and including March 16, 2018, and CONTRACTOR will provide those services at the rates set forth and agreed to in the CONTRACT;

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:~~

1. **Term of Contract:**

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/17/13 through and including 3/16/17, unless otherwise terminated by COUNTY. The period of 3/17/13 through and including 3/16/14 shall be known as Contract number MA-060-13011277 is renewed as Contract number MA-060-17010837 for a period of one (1) year, thereby amending the term effective 3/17/17 through and including 3/16/18, unless otherwise terminated by COUNTY, in an amount not to exceed \$9, 950.00 for this renewal period. The CONTRACT may not be further renewed. This Contract may be renewed for one (1) separate additional one (1) year term by mutual agreement of both Parties. The COUNTY is not under any obligation to provide CONTRACTOR with a reason should it elect not to renew this Contract, nor is the COUNTY obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

~~This AMENDMENT NUMBER FIVE All other provisions of the ORIGINAL modifies the CONTRACT only as expressly set forth above. Except as otherwise expressly set for herein, all terms, conditions and pricing contained in the CONTRACT, as amended by AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and AMENDMENT NUBER THREE and FOUR, to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR FIVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on March 16, 2016 are hereby extended to March 16, 2017.~~

(Signature page follows)

IN WITNESS WHEREOF, COUNTY AND CONTRACTOR ~~the Parties~~ have executed AMENDMENT NUMBER ~~FOUR-FIVE~~ to ORIGINAL-CONTRACT MA-060-13011277 on the dates opposite their respective signatures below.

***Contractor:** Lexipol, LLC

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor:** Lexipol, LLC

By: _____ Title: _____

Print Name: _____ Date: _____

*If the contracting party is a corporation, the document must be signed by two (2) corporate officers in the manner set forth in this paragraph. The first signature must be: either the Chairman of the Board, the President, or any Vice President. The second signature must be: the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurers. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds offices in each of the two (2) 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 document 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

by: _____
Deputy

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-13011277)~~

~~EXHIBIT B~~

~~AMENDMENT NUMBER ONE (Contract Number MA-060-13011277)~~

~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-14011502)~~

~~EXHIBIT D~~

~~AMENDMENT NUMBER THREE (Contract Number MA-060-15011223)~~