

**RETROACTIVE AMENDMENT NO. 1 TO SERVICE AGREEMENT 20-153**

This Retroactive Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated April 25, 2023 and is between Lexipol, LLC, a Delaware corporation, whose address is 2611 Internet Blvd., Suite 100, Frisco, TX 75034, ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. On April 28, 2020, the County and the Contractor entered into Agreement number 20-153 ("Agreement") for the Contractor to provide certain law enforcement policy manual and daily training bulletin services.

B. The Sheriff's Office has used Contractor to provide a comprehensive law enforcement policy manuals and daily training bulletin subscription services, as Contractor is uniquely qualified to assist the Department with establishing and maintaining department specific policies that reflect up-to-date, applicable industry standards and best practices customized for California.

C. Contractor has provided access to the Sheriff's Office to its annual Custody policy manual and daily training bulletins since December 1, 2022, and the County would like to ratify payments made by County to Contractor since that date.

D. The County and the Contractor now desire to amend the Agreement to incorporate both the Law Enforcement and Custody policy manuals, to ratify payments paid for the Custody policy manual and training bulletins, and increase the maximum compensation amount by \$250,320 to a total of \$500,000 to provide the necessary upgrades and maintenance costs for the remaining term of the Agreement.

The parties therefore agree as follows:

1. All payments made by County to Contractor for the Custody policy manual and daily training bulletins since December 1, 2022 are ratified and considered part of this Amendment No. 1.

2. This Amendment No. 1 shall be effective retroactive to December 1, 2022 and shall be binding on any payments made to Contractor by County since that date.

1        3. The "Master Service Agreement" dated December 1, 2022 is null and void.

2        4. Section 3 (Obligations of the Contractor), subsection C of the Agreement, located on  
3 page 2, lines 26-27, is deleted in its entirety, and replaced with the following:

4                "Contractor shall provide County subscriptions to the Lexipol Law Enforcement  
5 Policy Manual, Custody Policy Manual, and Daily Training Bulletin Service, to  
6 include:"

7        5. A portion of Section 7 (Compensation/Invoicing) of the Agreement located on page 4,  
8 lines 24-26, is deleted in its entirety, and replaced with the following:

9                "In no event shall compensation paid for services performed under this New  
10 Agreement exceed five hundred thousand dollars (\$500,000) during the term of  
11 this New Agreement."

12        6. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, attached to this  
13 Amendment No. 1 and incorporated by this reference.

14        7. Exhibit B is deleted in its entirety and replaced with Exhibit B-1, attached to this  
15 Amendment No. 1 and incorporated by this reference.

16        8. When both parties have signed this Amendment No. 1, the Agreement, and this  
17 Amendment No. 1 together constitute the Agreement.

18        9. The Contractor represents and warrants to the County that:

19                a. The Contractor is duly authorized and empowered to sign and perform its obligations  
20 under this Amendment No. 1.

21                b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
22 authorized to do so and his or her signature on this Amendment No. 1 legally binds  
23 the Contractor to the terms of this Amendment No. 1.

24        10. The parties agree that this Amendment No. 1 may be executed by electronic signature  
25 as provided in this section.

26                a. An "electronic signature" means any symbol or process intended by an individual  
27 signing this Amendment No. 1 to represent their signature, including but not limited  
28 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or

(3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

11. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

12. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

## **SCOPE OF SERVICES**

Lexipol offers the following products and services designed specifically to meet the goals and expectations of the Fresno County Sheriff's Office

### **Law Enforcement Policy Manual**

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on California and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

### **Custody Policy Manual**

Custody Full Implementation.

- Custody pricing is based on 2000 Custody Beds

### **Daily Training Bulletins (DTBs)**

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual

- Mobile app provides in-the-field access to policy and training materials

## **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

## **Policy Management Platform**

Simplify management of your existing policy content and improve employee accountability with Lexipol's Policy Management Platform. Provides one place to access policies, procedures, guidelines, general orders and organizational communications.

- Provides powerful document management tools optimized for policy management
- Enhances compliance and accountability through electronic issuance and tracking of acknowledgement
- Automates revision control and archival
- Allows you to create training against your policy content

EXHIBIT B-1

SUBSCRIPTION AND HOURLY SERVICES

All labor, materials, equipment, expenses, etc., to provide Law Enforcement Policy Manual, Custody Policy Manual and additional service. Not to exceed 400 hours.

Hourly \$150

Subscription by year.

Year 1 Annual \$35,727

Year 2 Annual \$36,799

Year 3 Annual \$37,903

Year 4 (\$39,040 + Prorated Custody add-on \$115,139.20 + Annual Custody \$54,417.60)

Annual \$208,597

Year 5 (\$40,211 + Custody \$54,417.60) Annual \$94,629

Subscription Total \$413,655

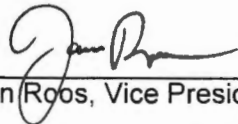
Contract Total: \$500,000

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 Lexipol, LLC  
4

COUNTY OF FRESNO

5   
6 Jan Roos, Vice President & General Counsel

  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

7 2611 Internet Boulevard, Suite 100  
8 Frisco, Texas 75034

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By:   
11 Deputy

12 For accounting use only:

13 Org No.: 31112100/31114000  
14 Account No.: 7295  
15 Fund No.: 0001  
16 Subclass No.: 10000  
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