

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
LEXIPOL, LLC**

This agreement is entered into between the County of Tehama, ("County") and Lexipol, LLC ("Contractor") for Tehama County Sheriff's Office access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Daily Training Bulletin Services, and the Custody Policy Manual and Custody Daily Training Bulletin Services.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide County with access to the Lexipol Knowledge Management System as set forth in the Responsibilities and Scope of Work attached hereto, as Exhibit B.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall perform responsibilities as set forth in Exhibit C.

3. **COMPENSATION**

Contractor shall be paid an all-inclusive annual flat fee of \$10,526.44 for annual Law Enforcement updates and Law Enforcement Daily Training Bulletins, and an all-inclusive flat fee of \$9,367.90 for annual Custody updates and Custody Daily Training Bulletins, as set forth in the pricing proposal attached hereto as Exhibit D. The maximum contract amount shall not exceed \$19,894.34. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amounts set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the maximum contract amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

TEHAMA COUNTY

AGREEMENT #: _____

4. **BILLING AND PAYMENT**

Contractor shall submit an invoice for the annual flat fee amounts to County at the commencement of the Subscription Service. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. **TERM OF AGREEMENT**

This agreement shall commence on 12/1/24 and shall terminate on 11/30/25, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

County understands that Contractor and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by County. County acknowledges that Contractor shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Contractor as a part of an annual subscription. While Contractor has made a good faith effort to develop all policies and training in accordance with existing law and standards, County acknowledges that neither Contractor nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge. To the fullest

extent permissible under applicable law, and except as otherwise herein, Contractor and/or other persons creating or transmitting the information and the service will in no event be liable to County or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Contractor or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Contractor or other persons creating or transmitting the service and the information shall have no responsibility or liability to County or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Contractor.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are

equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

NOTICES TO COUNTY:

Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:

Lexipol, LLC
Attn: Angela Poole, Manager
2611 Internet Blvd. Ste. 100
Frisco, TX 75034
(469) 731-0826
apoole@lexipol.com

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:

Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
accounting@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

18. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

20. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific,

direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

21. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A, B, C and D attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this agreement and any attached Exhibit(s), the main body of the agreement shall take precedence.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

24. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the

same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: Oct 17, 2024


Dave Kaiti (Oct 17, 2024 13:21 PDT)

Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

Date: 10/17/2024

DocuSigned by:
LEXIPOL, LLC

E06AE63GE2B042A

Authorized Agent

102227
Vendor Number

Multiple-53170
Budget Account Number

apoole@lexipol.com
Vendor Email Address

(469)-731-0826
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is

written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

CONTRACTOR SCOPE OF WORK AND RESPONSIBILITIES

I. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides County with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The County is subscribing to the following services:

Policy Manual Development: Lexipol has created policy content that is specific to federal law and to California state law. This "master" content can then be customized by the County. The County is prompted through interactive online software to develop Policy Manuals standardized with regulatory requirements yet customized to the agency's unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component: The training component consists of Lexipol's Daily Training Bulletins (DTBs). These give Tehama County the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Tehama County will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your department staff will also have the ability to create their own customized DTBs in the Lexipol system as they identify areas that require additional training.

Lexipol's DTB training component allows Tehama County to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent setting court decisions or events that call for immediate changes to policy. These updates would be customized for Tehama County and your mission.

Archiving: Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development: A fully burdened officer can cost an agency upward of \$100K in salary and benefits. Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time. A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving of training records provides verifiable evidence of achieving specific learning objects.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to Tehama County. For the past 10 years, we have created proven, court-tested law enforcement policy. Actuarial data shows Lexipol's unique, cost-effective policy and training system reduces the numbers of claims, and claims paid – typically by 69% over previous years. We have a 100% defense record of our policies in courtrooms across America.

In addition, Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that support your agencies and provide:

- Policies and procedures that reflect up-to-date, applicable industry standards and best practices;
- Customized content for Tehama County;
- Daily scenario-based training that reinforces your approved policies and procedures;
- Regular updates to your policies and procedures as statutes, case law, and regulations change

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system and integrated training component.

Training Support: Tehama County policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary): 1) Knowledge Management System (KMS) Training – which is your portal for policy editing and development and 2) Project Management session – which will introduce your Policy manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Lexipol's Project Management – Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing –your-manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of “best practices” examples that may give your agency some ideas as to how others have implemented the manual.

Lexipol Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

II. RESPONSIBILITIES OF CONTRACTOR

Lexipol shall keep all information County provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. County acknowledges Lexipol may provide view only access and summary information to the County's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always

make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

III. DISCLAIMER OF WARRANTIES

Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

IV. NON-WAIVER AND SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

Exhibit C

COUNTY RESPONSIBILITIES

I. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to County by this Website requires County to open an account, county must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. County will also be able to change the user name and password on the account after initial login. County is entirely responsible for maintaining the confidentiality of County's password and account. County is entirely responsible for any and all activities that occur under County's account. County agrees to notify Lexipol immediately of any unauthorized use of County's account or any other breach of security.

County may not use any other County's account at any time, as County's password and user name are for the purchaser's sole use. Purchase(s) of content through this Website are not permitted to share, distribute, sell or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to; significant use of a single user name and password on multiple computers) could result in suspension of that password.

II. COPYRIGHT; DERIVATIVE WORKS; LEXIPOL'S OWNERSHIP

County acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright. County is hereby given the right to prepare Derivate Works; provided, however, that County acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to any and all Lexipol copyright Subscription material used in any Derivative Works prepared by or for County, including all copyrights pertaining thereto. County will take reasonable and appropriate measures to preclude release of Subscription material and Derivative Works therefrom to any third parties and will not remove from any copies of the Subscription Material provided by Lexipol to County any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright

and other notices and copyright disclaimers at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by County that is published or displayed by any means or in any medium. Copyright disclaimers used in Derivative Works made by or for County in accordance with the foregoing shall include the following texts:

The contents of all or most of the material contained herein is copyrighted by Lexipol Inc. unless otherwise indicated. All rights are reserved by Lexipol, and content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written consent of Lexipol and the Tehama County Sheriff's Department. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

III. RIGHT TO USE; LIMITATIONS ON USE OF SUBSCRIPTION MATERIAL AND DERIVATIVE WORKS

On and subject to the terms and conditions contained in this Agreement, County is hereby granted a perpetual right to use, the Subscription Material and any Derivative Works prepared by or for County solely for the conduct of County business. County will not copy, republish, lend, distribute, post of servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for County except as necessary and appropriate for the conduct of County business. County will not import any Subscription Material or any Derivative Work prepared by or for County into any third party knowledge/content management system or service which provides services comparable to the services provided under this Agreement in competition with Lexipol, regardless of commercial purpose or compensation. The foregoing does not, however, prohibit or restrict County from providing Subscription Material or Derivative Works prepared by or for County pursuant to an order from a court or other governmental agency or other legal process, now does it prohibit or restrict County from displaying the adopted/approved final policy document on a publicly accessible website for official County purposes.

IV. PATENT AND COPYRIGHT INDEMNITY

Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If County promptly notifies Contractor in writing of any their party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contract shall indemnify, defend and hold harmless County against such claims. Contractor shall not indemnify County, however, to the extent the alleged infringement is caused by (1) County's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Contractor, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance.

V. POLICY ADOPTION

The County hereby agrees and certifies that any and all policies developed and provided by Lexipol LCC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the County. It is further acknowledged and agreed that Lexipol LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that; upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the County for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

Exhibit D



Invoice
#INVLEX11242489
11/1/2024

Bill To
Tehama County Sheriff's Office (CA)
22840 Antelope Blvd POB 729
Red Bluff CA 96080
United States

End User
Tehama County Sheriff's Office (CA)

| Terms | Due Date | PO # | Contract Term | |
|---|-----------|-------------|-------------------------|-------------|
| Net 30 | 12/1/2024 | | 12/1/2024 to 11/30/2025 | |
| Description | Qty | Rate | Amount | |
| Annual Law Enforcement Policy Manual & Daily Training Bulletins | 1 | \$10,526.44 | \$10,526.44 | |
| | | | Subtotal | \$10,526.44 |
| | | | Tax Total (%) | \$0.00 |
| | | | Invoice Total | \$10,526.44 |
| | | | Amount Paid | \$0.00 |
| | | | Amount Due | \$10,526.44 |

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at [LEXIPOL CUSTOMER PORTAL](#) If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol LLC
PO Box 676232
Dallas, TX 75267-6232



Invoice

#INVLEX11242492

11/1/2024

Bill To

Tehama County Sheriff's Office (CA)
22840 Antelope Blvd POB 729
Red Bluff CA 96080
United States

End User

Tehama County Sheriff's Office (CA)

| Terms | Due Date | PO # | Contract Term | |
|---|-----------|------|-------------------------|------------|
| Net 30 | 12/1/2024 | | 12/1/2024 to 11/30/2025 | |
| Description | | Qty | Rate | Amount |
| Annual Corrections Policy Manual & Daily Training Bulletins | | 1 | \$9,367.90 | \$9,367.90 |
| Subtotal | | | | \$9,367.90 |
| Tax Total (%) | | | | \$0.00 |
| Invoice Total | | | | \$9,367.90 |
| Amount Paid | | | | \$0.00 |
| Amount Due | | | | \$9,367.90 |

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at [LEXIPOL CUSTOMER PORTAL](#). If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol LLC
PO Box 676232
Dallas, TX 75267-6232