

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO: 1511-14997**

**FOR**

**POLICY MANAGEMENT SYSTEM**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
SHERIFF'S OFFICE**

**AND**

**LEXIPOL, LLC  
(Based on City of Oakland Contract)**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**DEC 16 2015**

**PROFESSIONAL SERVICES AGREEMENT**

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## AGREEMENT

This Professional Services Agreement (“PSA” or “Agreement”) is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Lexipol, LLC, doing business as a corporation of the State of Delaware hereinafter referred to as “Contractor”, pursuant to authorization by the Cook County Board of Commissioners on December 16, 2015 as evidenced by Board Authorization letter attached hereto as EXHIBIT “4”.

## BACKGROUND

**Whereas**, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, the City of Oakland solicited a formal Request for Proposals for Policy Management System (“Services”) and the Contractor was identified qualified contractor to provide the services; and

Whereas, City of Oakland, entered into a contract on April 26, 2013 for the provision of Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the contract are not a made a part of or incorporated into this Agreement; and

**Whereas**, the County wishes to leverage the procurement efforts of the City of Oakland; and

**Whereas**, the County, through the Sheriff’s Office, desires certain similar services of the Contractor; and

**Whereas**, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

**Whereas**, the Contractor agrees to provide to the County the Services as set forth in Exhibit 1, Statement of Work; and

**Whereas**, the Contractor warrants that it is ready, willing and able to deliver the Services set forth in Exhibit 1, Statement of Work and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Oakland contract, as set forth in Attachment 1; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

**NOW, THEREFORE**, the County and Contractor agree as follows:

**TERMS AND CONDITIONS**

**ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

**ARTICLE 2) DEFINITIONS**

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Derivative Work"** means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** or **"Subconsultant"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**"Subscription Materials"** means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Lexipol Supplemental Terms and Conditions
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 6 Minority and Women Owned Business Enterprise Commitment and Utilization Plan
- Exhibit 7 Economic Disclosure Statement

### **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Price Proposal, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies

of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 2, Key Personnel / Organization Chart.

**iii) Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the

Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Owned Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 6. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor or as specified otherwise. Contractor is responsible for any deductibles or self-insured retentions.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

- (a) **Workers Compensation Insurance**  
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage. Coverage shall have no exclusions or limitations for sexual molestation and abuse.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
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(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims

made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of ten years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Liability**

i) **Disclaimer of Liability**

In developing the Subscription Materials, Contractor has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to the County. While Contractor has made such a good faith effort, the County acknowledges and agrees that the Contractor its officers, agents, managers, and employees will have no liability to the County or any other person or entity arising from or related to the Subscription Materials, or any act or omission by the County or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

ii) **Limitation of Liability**

Contractor's cumulative liability to the County and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Contractor for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Contractor be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Contractor has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether County's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

h) **Confidentiality, Ownership of Documents and Derivative Works**

i) **Confidentiality**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written

approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

ii) **Copyright; Derivative Works; Contractor's Ownership.**

The County acknowledges and agrees that the Subscription Material is a proprietary product of Contractor, protected under U.S. copyright law, and that Contractor reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Contractor hereby grants the County the right to prepare Derivative Works, except as limited by the terms of this Agreement; provided, however, that the County acknowledges and agrees that Contractor will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for the County, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and the County hereby assigns and transfers to Contractor all right, title and interest in and to all Derivative Works prepared by or for the County, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The County will not remove from any copies of the Subscription Material provided by Contractor to the County any copyright notice or other proprietary notice of Contractor appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for the County, in any form.

iii) **Right to Use; Limitations on Use of Subscription Material and Derivative Works**

Subject to the terms and conditions contained in this Agreement, Contractor hereby grants to County a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for County, solely for the County's internal purposes. County will not use, copy, republish, lend, distribute, post on 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 other than as expressly authorized by the immediately preceding sentence, unless the Subscription Material includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3(h)(ii) above. Without limiting the generality of the foregoing, County will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for County into or onto any third party knowledge, document, or other content management system or service without Contractor's prior written consent, unless the Subscription Material includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3(h)(ii) above. 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, including compliance with the Illinois Freedom of Information Act, nor does it prohibit or restrict County from displaying the adopted/approved final policy document on a publicly accessible website for official County purposes, so long as County includes the appropriate copyright and other proprietary notices on such final policy document as

required by Section 3(h)(ii) above.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the

Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**1) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

#### ARTICLE 4) TERM OF PERFORMANCE

a) **Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 23, 2015 ("**Effective Date**") and continue until December 22, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) **Timeliness of Performance**

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) **Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### ARTICLE 5) COMPENSATION

a) **Basis of Payment**

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services. The total not to exceed fee for this Agreement is \$846,948.00.

b) **Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of

the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those

amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**g) Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a

dispute, the parties may exercise their contractual remedies, if any, if no decision is made within

sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Contractor warrants:
  - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the

Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and

- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for

the Services that were assumed by the County as agent for the Contractor under this Section 9.b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

This Agreement may be terminated by either Contractor effective immediately, (a) in the event that the County party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received

as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Article 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give

effect to the parties' intention as reflected in such provision to the maximum extent possible.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement either party by a proper authority waives the other party's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County or Contractor may have waived the performance, requirement or condition. Such waivers must be provided to Contractor or County in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**m) General Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**n) Survival**

The provisions of Article 3(g)(i) (Disclaimer of Liability), Article 3(g)(ii) Limitation of Liability, Article 3(h)(iii) Copyright; Derivative Work's, Contractor's Ownership; and Article 3(h)(iii) Right to Use; Limitations on Use of Subscription Material and Derivative Works shall survive the expiration or termination of this Agreement for any reason whatsoever.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff's Office  
69 W. Washington, Suite 1410  
Chicago, Illinois 60602  
Attention: Alexis Herrera, CFO

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: Lexipol, LLC  
6B Liberty, Ste. 200  
Aliso Viejo, CA 92656  
Attention: Peter Roth

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ATTACHMENT A**

**City of Oakland Contract**

**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT  
BETWEEN THE CITY OF OAKLAND  
AND  
Lexipol LLC**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of May 1, 2015 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Lexipol LLC ("Contractor" or "Lexipol").

2. Scope of Services

Contractor agrees to perform the services specified in Schedule A, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. Schedule A includes the manner of payment. The Project Manager for the City shall be Timothy Birch. Contractor understands and acknowledges that under no circumstances will Contractor or its employees provide legal advice. Contractor further represents and warrants that the City's attorneys will be provided full access to all products, Subscription Materials, training bulletins and other materials that are given to the City and the Oakland Police Department.

3. Time of Performance

Contractor's services shall begin on May 1, 2015 and shall be completed April 30, 2016, with the option to renew the subscription services for an additional four years. Any option to renew the Agreement must be made in writing by both parties

4. Compensation and Method of Payment

Contractor will be paid for Subscription Services (including Supplemental Publication Shell) and Implementation Services as delineated in Schedule A Scope of Services section "Payment Schedule." Subscription Service fees of \$52,908 shall be payable for year one. If the City exercises its option to renew, the amount of \$50,408 shall be payable per year for an additional four years. The Implementation Services to be performed in accordance with Schedule A in the amount of \$165,000 shall be payable in incremental monthly progress payments as identified in Schedule A section "Payment Schedule." Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be fixed and "Capped" so as not to exceed \$217,908 for one year, with the option to renew subscription services in the

amount of \$50,408 per year for an additional four years for a total not to exceed amount of \$419,540 for five years.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total value of Implementation Services portion of the contract. The City will retain out of such progress payments for Implementation Services only, an amount equal to ten percent (10%). This withheld amount to be paid as part of the final invoice upon satisfactory completion.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Subject to Sections 8 and 9 below, any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor

or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright; Derivative Works; Lexipol's Ownership

City acknowledges and agrees that the Subscription Material (as defined below) is a proprietary product of Lexipol, protected under U.S. copyright. City is hereby given the right to prepare Derivate Works (as defined below); provided, however, that City acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for City, including all copyrights pertaining thereto, and City hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for City, including all copyrights pertaining thereto. City will not remove from any copies of the Subscription Material provided by Lexipol to City any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by City that is published or displayed by any means or in any medium. For purposes of this Agreement, (a) "Subscription Material" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to City from time to time during the term of this Agreement under the subscriptions purchased by City, and (b) "Derivative Work" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted and that, if prepared without authorization of Lexipol, would constitute copyright infringement or other infringement of proprietary rights of Lexipol. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material.

9. Right to Use; Confidential Information

a. Right to Use. On and subject to the terms and conditions contained in this Agreement, City is hereby granted a perpetual right to use, solely for the City's business purposes, the Subscription Material and any Derivative Works prepared by or for City. City will not copy, republish, lend, distribute, post on 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 Derivative Work prepared by or for City other than as expressly authorized by the immediately preceding sentence. City will not import any Subscription Material or any Derivative Work prepared by or for City 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, unless compelled to do so or unless permitted by Lexipol. The foregoing does not, however, prohibit or restrict City from providing Subscription Material or Derivative Works prepared by or for City pursuant to an order from a court or other governmental agency or other legal process, nor

does it prohibit or restrict City from displaying the adopted/approved final policy document on a publicly accessible website for official City purposes.

- b. Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the content that is to be published on the website(s) of either Party. Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

Exceptions.

(i). The obligations of this Section 9(b) shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (1) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (2) was already in the public domain at the time of the disclosure thereof, (3) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (4) is or was independently developed by the Party without access to or use of the Confidential Information; (5) was provided to the Party by a third party who, to the best of the Party's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (6) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall (A) notify the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, and (B) if requested, cooperate with the disclosing Party to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

(ii). Contractor acknowledges that City is subject to public disclosure laws and that City will comply with requests for information ("RFI"), as it is required to do under

the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. Contractor acknowledges that an RFI may pertain to any and all documentation associated with City's use of Contractor' Services. Contractor further acknowledges that it is obligated to assist and cooperate with City by producing all documentation that is responsive to the RFI so that City may comply with its statutory obligations. City agrees to give Contractor as timely written notice as possible of the RFI such that Contractor may oppose the RFI or exercise such other rights at law as Contractor believes it has. However, Contractor must produce all RFI responsive documents to City and City will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, Contractor procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering City not to comply with the RFI pending final determination of Contractor protest of the RFI. Contractor further agrees to accept City's tender of defense and to defend City and pay all City costs of defense in any litigation brought against City with respect to City not complying with an RFI that Contractor protests and will hold City harmless against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

#### 10. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

#### 11. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

#### 12. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

#### 13. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

#### 14. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

15. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

16. Change Notices

- (a) Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future deliverables under this Agreement (other than Subscription Materials) by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent. Each Change Notice may specify changes to the software Contractor is to provide hereunder and the manner in which Contractor is to provide the software. If any Change Notice causes an increase or decrease in the price or the time required for performance under this Agreement, an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly.
- (b) Change Notices issued under this Agreement must be accepted or rejected in writing by Contractor within ten (10) days of Contractor's receipt of the Change Notice. Notwithstanding as may be otherwise provided herein, if for any reason Contractor should fail to timely accept or reject a Change Notice in writing, such Change Notice shall be deemed accepted.

17. Indemnification

- a. Subject to Section 17(i) below, but notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

- (iv) Claim for personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of any Indemnitee;
- b. For purposes of the preceding Subsections (i) through (iv), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 17. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor's obligations under this Section 17 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 17 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.
- h. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or, subject to the following paragraph, arising out of the failure of Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the City, of the defense of any action for which a claim of

indemnification is made under this Section 17 and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, or when involvement of the City is otherwise mandated by law, the City may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the City shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The City shall reasonably cooperate in its defense and any related settlement negotiations.

- i. In developing the Subscription Materials and providing the services under this Agreement, Lexipol will make a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials and services are provided to City. While Lexipol has made such a good faith effort, City acknowledges and agrees that Lexipol will have no liability to City or any other person or entity arising out of, in connection with, or related to the Subscription Materials, or any act or omission by City or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

#### 18. Limitation of Liability

Lexipol's cumulative liability to City and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the aggregate amount paid by City to Lexipol under this Agreement. In no event shall Lexipol be liable for any indirect, incidental, consequential or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether City's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action, with the exception of any claim based upon the willful conduct or gross negligence of Lexipol.

#### 19. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

#### 20. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the

Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that ~~delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.~~

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com).

21. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

22. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

23. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on April 30, 2016, unless the option to renew is effected.

24. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by

this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is

involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

25. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national

origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. **Local and Small Local Business Enterprise Program (L/SLBE) – Waived by Council Resolution 85356 CMS**

- a. **Requirement** – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. **Good Faith Effort** - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. **Preference Points** – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

27. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of **\$12.75 with health benefits or \$14.10 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.83 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources

available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.

- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

## 28. Minimum Wage Ordinance

Pursuant to the Oakland Municipal Code Chapter 5.92, the New Minimum Wage Law Takes Effect March 2, 2015.

Oakland employers are subject to the federal, state and Oakland minimum wage laws. When there are conflicting requirements in the laws, the employer must follow the stricter standard. In the case of minimum wage, Oakland employers must pay employees the rate that is most beneficial to the employee. Thus, since Oakland's current law requires a higher minimum wage rate than does the state and federal law, all employers that have employees who perform work in Oakland who are subject to the laws must pay at least the City's minimum wage rate.

The Measure: (1) establishes a \$12.25 per hour minimum wage, (2) requires paid sick leave and (3) requires payment of service charges to hospitality workers.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK05145129>.

Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

30. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

31. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

32. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

33. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

34. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

35. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

36. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and

legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

37. Governing Law

This Agreement shall be governed by the laws of the State of California.

38. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

Oakland Police Department  
455 7<sup>th</sup> Street, 8<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Timothy Birch

Name of Contractor

Lexipol LLC  
6B Liberty, Ste 200  
Aliso Viejo, CA 92656  
Attn: Michael Davis

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

39. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

40. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

41. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or

unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

42. Time of the Essence

Time is of the essence in the performance of this Agreement.

43. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

44. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

45. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,  
a municipal corporation

Deborah Barner 5/5/15 PP  
(City Administrator's Office) (Date)

De Cmlh 5-4-15  
(Agency Director's Signature) (Date)

Approved as to form and legality:

Quicia Hynes 5/1/15  
(City Attorney's Office Signature) (Date)

PP/AB

Lexipol LLC

W. Kelly 4/20/15  
(Signature) (Date)

71-0934113  
Business Tax Certificate No.

Date of Expiration

85356 CMS  
Resolution Number

1010 101130 54919 PS01  
Accounting Number

**END OF PROFESSIONAL SERVICES CONTRACT**

## Schedule Q

### INSURANCE REQUIREMENTS PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS

(Revised 07/01/14)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance**, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ \_\_\_\_\_ each claim and \$ \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status using naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the rights to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

**END OF SCHEDULE Q – INSURANCE REQUIREMENT**

# LEXIPOL CONTRACT – OPD Policy Management System

## Schedule A: Scope of Services

### Overview

Lexipol will provide the Oakland Police Department with a comprehensive customized policy manual, on-going policy updates based on changes in regulations, legislation and case decisions, and customizable scenario-based daily training bulletins, which will be accessible through their searchable, web-based Knowledge Management System (KMS). Lexipol will provide access to OPD's legal counsel in the City Attorney's Office to the web-based Knowledge Management System. Lexipol will also provide implementation services. This contract will include two services: 1) implementation of the customized web-based policy manual and 2) subscription services for one-year with the option to renew for an additional four years.

### Deliverables and Timeline

The below are the deliverables provided to the Oakland Police Department by Lexipol with expected dates of delivery.

<b>Deliverable</b>	<b>Expected Delivery Date</b>
Policy Manual	One year from execution of agreement
Policy Manual Updates	Ongoing – once Policy Manual is completed
Daily Training Bulletins	Daily – once Policy Manual is completed
Archiving of Previous Versions of Policy Manual	Ongoing – once Policy Manual is completed
Knowledge Management System Training	Ongoing from execution of agreement
Consultation with Deputy City Attorney	Throughout the project on all legal issues

### Payment Schedule

**Subscription Fees/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service and thirty (30) days prior to the date for each Renewal Term). Agency will pay to Lexipol the subscription fees within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees (applies to Annual Subscription and Supplemental Publication Shell and not subject to the 10% withholding).

**Implementation Services.** Lexipol will invoice Agency on a monthly basis for a prorata portion of the flat fee based on thirteen equal monthly amounts of \$12,119 and the remaining balance of \$7,453 at completion of month 14 (based on a 59 week completion schedule). In the event Lexipol completes the Implementation Services ahead of schedule, Lexipol will invoice Agency for the outstanding balance (including the 10% withhold) upon satisfactory completion.

### Description of Products and Services

The below are detailed descriptions of the products and services to be provided to the Oakland Police Department by Lexipol.

#### **Policy Manual Development**

Lexipol has created a comprehensive policy manual for law enforcement agencies. The manual that will be provided to OPD contains more than 150 core policies all of which meet state and federal regulations, legal standards, and law enforcement best practices. This "master" content

will be customized for the Oakland Police Department to meet OPD's operational needs and specific performance standards for its organization and members. These policies will be made available to OPD and the designated city attorneys with Lexipol's intuitive tool set. OPD will have full editing capability to customize the manual to reflect its mission, philosophy, and performance standards. Lexipol's color-coded key reflects the origin of the content and its relative importance. The final product, which is not color-coded, will be a professional, well organized, easy-to-read manual online in Lexipol's Knowledge Management System and in hard copy.

### **Policy Updates**

Lexipol will provide regular updates in response to legislative mandates, case law and evolution in best practices. Lexipol will also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy. These updates will be provided to the Oakland Police Department. All regular updates and client alerts sent to OPD will be sent concurrently to the designated city attorney.

### **Daily Training Bulletins**

The training component consists of Lexipol's Daily Training Bulletins (365 annual DTBs for Law Enforcement). These give the Oakland Police Department 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. The Oakland Police Department will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. The DTB packages will be sent concurrently to the designated city attorney. OPD 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 OPD 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.

### **Archiving**

Each version of OPD's manual will be retrievable from 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. Training records will be archived as well, providing verifiable evidence of achieving specific learning objects.

### **Accreditation Feature**

The Lexipol system is an excellent complement to those agencies seeking to obtain or maintain accreditation. The Lexipol system addresses the vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and agency-specific changes. Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Agencies seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol's easy-to-use editing tools, agencies can update policies to meet accreditation standards at their discretion.

Lexipol's accreditation feature also aids in making the accreditation process easier with its reporting abilities. Reports can be quickly and accurately created to reflect current policy compliance with specified accreditation standards.

### **Training Support**

The Oakland Police Department policy administrators and OPD's legal counsel 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 the portal for policy editing and development and 2) Project Management session – which will introduce the 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 OPD in completing the manual in a timely fashion. Lexipol's 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 the Oakland Police Department some ideas as to how others have implemented the manual.

### **Legal Advice and Consultation**

This contract does not authorize Lexipol to provide legal advice or consultation to the OPD. The Oakland City Charter, Article IV, § 401(6), bestows upon the Oakland City Attorney the exclusive right and duty to provide legal advice and services to the City, city departments, and city officers. Accordingly, Lexipol will not provide legal advice to the Oakland Police Department. Instead, Lexipol will work with the City Attorney's Office on all legal matters pertaining to OPD and the delivery of services under this contract.

### **Detailed Tasks**

#### **Task 1 – Preliminary Lexipol Content Review/Project Planning**

##### **• Goals and Methods**

- Establish date/time/location for in-person project kickoff meeting
- Complete the LE questionnaire in Lexipol's Knowledge Management System (KMS)
  - Generate Department-specific draft manual
- Conduct a collaborative review of Lexipol LE Master Content to determine:
  - Which policies cross-reference to Oakland Police Department (OPD) General Orders/topics subject to the Negotiated Settlement Agreement (NSA).
    - Such Lexipol content may be excluded from the manual in favor of the NSA-accepted OPD General Order currently in effect.
- Assemble and populate the project database
- Verify the inclusion/exclusion of related OPD existing content (e.g., Special Orders, Training Bulletins, Report Writing Manual, etc.)

##### **• Personnel Needs**

- One OPD command-level member of the Department, familiar with all aspects of Department operations.

- This member will provide input for completing the questionnaire, as well as background on current OPD General Orders.
- One Lexipol LE Implementation Specialist, whose tasks will include leading the collaboration, and:
  - Organization of the project database
  - Tracking and segregating policies as determined under this task
- **Timelines:**
  - OPD member time:
    - OPD command-level member of the Department: 4-8 hours
  - Lexipol LE work time (includes collaboration time, database management and project meeting): 40-50 hours
  - Total calendar time allotment for this Task: 1 week

#### Task 2 – Content Cross-Referencing

- **Goals and Methods:**
  - Completion of Task 1 required prior to commencement of this Task
  - Cross-reference the content (OPD to Lexipol) contained in the OPD General Order library to the Lexipol LE Master Content
    - Identify sections of the OPD General Orders which are related to a policy(s) within the Lexipol LE Master Content
    - Identify sections of the OPD General Orders which do not have a corresponding cross-referencing policy in the Lexipol LE Master Content
      - Collaborate with OPD personnel on non-cross-referenced General Orders to determine their disposition
        - Include as a new policy in the policy manual?
        - Include as a new procedure in the procedure manual?
        - Eliminate (e.g., training content)?
  - Create a reverse cross-reference spreadsheet (Lexipol to OPD) utilizing the results of the OPD to Lexipol cross-reference
- **Personnel Needs:**
  - One OPD command-level member of the Department, familiar with all aspects of Department operations.
    - This member will collaborate with Lexipol to provide the disposition of non-cross-referenced content
  - One Lexipol LE Implementation Specialist, whose tasks will include:
    - Reviewing and cross-referencing the content
    - Creating the cross-reference and reverse cross-reference spreadsheets
    - Collaborating with OPD personnel to determine the disposition of non-cross-referenced content
    - Database assembly

- **Timelines:**

- OPD member time:
  - OPD command-level member of the Department: 15-20 hours
- Lexipol LE work time (includes OPD manual review/cross-reference, creation of cross-reference and reverse cross reference spreadsheets; collaboration with OPD member and Database assembly): 140-165 hours
- Total calendar time allotment for this Task: 5 weeks

### Task 3 – Policy Manual Implementation Preparation

- **Goals and Methods:**

- To be conducted concurrent with Task 2, as time/workload permit
- Identify policies where Subject Matter Expert (SME) use is critical to policy review
  - Identify SMEs to be used for each policy and ascertain their schedules and availabilities
- Identify layers of review (e.g., primary workgroup, City Attorney's Office, Monitor, bargaining) and formalize, strategies, methods and scope
  - Ensure all members working on the project are aware of the scope of review unique to their layer of review/editing
  - Establish work-flow methods and determine if members will utilize eRoom (*Lexipol's web-based database, collaborative environment and remote RMS*) for reviews
- Finalize workgroup members and establish workgroup schedules and protocols
  - Ensure eRoom installation and member access for all participants
    - Requires liaison with OPD IT member
  - Establish recurring *GoToMeeting* for collaborative sessions and ensure all workgroup members and SMEs are made aware
  - Ensure each primary workgroup has a person assigned as the primary policy reviewer (i.e., "Approver")
  - Ensure each primary workgroup has a person responsible for tracking and managing day to day operations of the workgroup at the agency (i.e., "Taskmaster"). This person is responsible for:
    - Current routine work that needs to be accomplished in furtherance of the project
    - Tasks that need to be checked-on, or accomplished, for you to be compliant with your own policies
    - Maintain a list of all the job roles to which someone needs to be assigned, or we need to identify who currently serves in that role, in order to be compliant with policy.
- Finalize agency-specific database organization
- Finalize agency-specific project tracking tools

- **Personnel Needs:**

- One OPD command-level member of the Department, familiar with all aspects of Department operations.
  - This member will be the primary policy reviewer/approver for the Department

- This member will also coordinate other Department members' schedules and responsibilities under this Task
- One OPD IT Specialist
  - This member will liaison with Lexipol to ensure eRoom browser plugin installation on computers of all necessary members
- One Lexipol LE Implementation Specialist, whose tasks will include:
  - Identifying policies prone to SME utilization
    - Collaborating with OPD personnel to assign an SME to that policy
  - Collaborating with OPD members and stakeholders to finalize review strategies, methods and scope
  - Collaborating with OPD members to finalize workgroup membership, structure and schedules
  - Ensuring eRoom access for necessary workgroup members
  - Finalizing project tracking spreadsheets
  - Finalizing eRoom database
- **Timelines:**
  - OPD member time:
    - OPD command-level member of the Department: 16-20 hours
    - OPD IT Specialist: 24-36 hours
    - Other involved members (SMEs, other stakeholders, other members of various review layers): 1-2 hours each person, for a combined familiarization meeting
  - Lexipol work time (includes finalization of database and toolset, collaboration with OPD members, collaboration with other Lexipol members and training/familiarization on project and toolset): 60-80 hours
  - Total calendar time allotment for this Task: 3 weeks

#### Task 4 – Policy Implementation

- **Goals and Methods:**
  - To be conducted only upon completion of both Tasks 2 and 3
  - Conduct review/approval of Lexipol policies
    - Review LE policies (Lexipol Master Content) in a remote, web-based collaborative workgroup setting utilizing *GoToMeeting*
      - Edit policies as necessary to meet Department structure and needs, while focusing on retaining the Lexipol Master Content to the extent feasible
      - Utilize SMEs as pre-planned in Task 3
      - Note important policy requirements/deviations from current protocol (*Taskmaster*)
    - Review cross-referenced existing content identified in Stage Task 2
      - This occurs in the primary workgroup, subsequent to the initial review/editing of the Lexipol Master Content
      - Obtain consensus on disposition of cross-referenced existing content
        - Content is REPLACED by cross-referenced Lexipol content

- MERGE with appropriate Lexipol content
- ADD as a new policy in the LE policy manual
  - Ensure internal validation of content (with Lexipol Master Content and other OPD content)
- KEEP as a new procedure in the procedure manual
  - Addressed concurrently as an element of Task 6 (personnel and time allocations addressed in Task 6 section of this document)
- Proceed through policy-approval stages (e.g., primary workgroup, City Attorney's Office, bargaining, IMT, Chief of Police) which were identified in Task 3 and finalize policies
  - Conduct re-reviews at various stages if required and re-submit for approval as needed
- Maintain up-to-date spreadsheet and database tracking tools
- **Personnel Needs:**
  - One OPD command-level member of the Department, familiar with all aspects of Department operations.
    - This member will be the cornerstone of the primary workgroup
  - One OPD member to act as a second participant in the primary workgroup
    - This member will function as the "Taskmaster"
    - He/she will also act as a stand-in for the primary policy reviewer in the event of that member's absence
  - One OPD member from the City Attorney's Office
    - This member will be responsible for conducting the legal review of the content submitted by the primary workgroup
  - Multiple OPD SMEs, as identified in Task 3
    - Likely required for one or two workgroup collaboration sessions each
  - Other OPD members may be required on an extended or recurring basis, based upon review layers identified in Task 3
  - Other external stakeholder entities may be required on an extended or recurring basis, based upon review layers identified in Task 3 (e.g., bargaining unit representative, IMT representative)
  - One Lexipol LE Implementation Specialist, whose tasks will include:
    - Leading the primary workgroup's collaborative sessions
    - Conducting real-time edits to Lexipol's CA LE Master Content, based upon input from OPD members
    - Ensuring internal validation of all content
    - Document management
    - Work-flow management and tracking
    - Database management and maintenance of project tracking tools
    - Schedule setting and adherence

- **Timelines:**

- OPD member time:
  - Command-level member of the Department: 600 hours
    - Assumes five 3-hour collaboration session per week, plus one hour preparation time prior to each collaboration session
  - Second primary workgroup member: 660 hours
    - Assumes five 3-hour collaboration session per week, plus one hour preparation time prior to each collaboration session
    - Assumes 2 hours per week coordinating additional project tasks
  - City Attorney's Office Representative: 344 hours of review/re-review time
  - SMEs: Typically 4-7 hours each, with occasional lengthy exceptions for some members who are SME in multiple areas or who are reviewing/editing an unusually long or complex policy
    - 120 hour estimated cumulative SME involvement
  - Other Department members: TBD, based upon possible additional layers of review
- External stakeholders: TBD, based upon possible additional layers of review
- Lexipol work time: 442 hours
- Total calendar time allotment for this Task: 30 weeks

#### Task 5 – Non-Cross-Referenced Content Integration

- **Goals and Methods:**

- To be conducted upon completion of Task 4; or as Task 4 end approaches
- Conduct review/approval of all policy-related OPD General Orders identified in Task 2 as not cross-referencing to any Lexipol policy content
- Review OPD General Orders in a remote, web-based collaborative workgroup setting utilizing *GoToMeeting*
  - A thorough review of the content should occur prior to the collaboration sessions to ensure it is up-to-date and meets current Department needs and is consistent with current Department practice, and is essential for Department operations
    - SME use recommended as appropriate
  - Collaborative review sessions will focus on internal validation, style/language, placement within the manual, and edits subsequent to input from the layers of review (if applicable)

- **Personnel Needs:**

- One OPD command-level member of the Department, familiar with all aspects of Department operations.
  - This member will be responsible for providing primary input on the content factors outlined above
- One OPD member to act as a second participant in the primary workgroup while reviewing this content, and to assist in background tasks related to preparing the content for implementation

- This member will continue to function as the “Taskmaster”, as related to the policies subject to review under this Task
- He/she will also act as a stand-in for the primary policy reviewer in the event of that member’s absence
- He/she will be responsible for SME coordination
- One member from the City Attorney’s Office
  - This member will be responsible for conducting the legal review of the content submitted by the primary workgroup
- Multiple OPD SMEs, as identified in Task 3
  - Likely required for one or two workgroup collaboration sessions each
- Other OPD members may be required on an extended or recurring basis, based upon review layers identified in Task 3
  - Typically the SMEs utilized in this Task conduct reviews prior to the collaboration sessions
- Other external stakeholder entities may be required on an extended or recurring basis, based upon review layers identified in Task 3 (e.g., bargaining unit representative, IMT representative)
- One Lexipol LE Implementation Specialist, whose tasks will include:
  - Leading the primary workgroup’s collaborative sessions
  - Conducting real-time edits to the content, based upon input from OPD members
  - Ensuring internal validation of all content
  - Document management
  - Work-flow management and tracking
  - Database management and maintenance of project tracking tools
  - Schedule setting and adherence
- **Timelines:**
  - OPD member time:
    - Command-level member of the Department: 85 hours
      - Assumes five 3-hour collaboration session per week, plus 2 hours preparation time prior to each collaboration session
    - Second primary workgroup member: 74 hours
      - Assumes five 3-hour collaboration session per week, plus one hour preparation time prior to each collaboration session
      - Assumes 2 hours per week coordinating additional project tasks
    - City Attorney’s Office: 100 hours of review/re-review time
    - SMEs: Length will vary based on updates/edits to General Orders of an unusually long or complex nature
      - 70 hour estimated cumulative SME involvement
    - Other Department members: TBD, based upon possible additional layers of review
  - External stakeholders: TBD, based upon possible additional layers of review
  - Lexipol work time: 51 hours

- Total calendar time allotment for this Task: 4 weeks

#### Task 6 – Procedure Implementation

##### • **Goals and Methods:**

- To be conducted upon completion of Task 5; or as Task 5 end approaches
- Conduct review/approval of OPD General Orders identified in Task 2 and Task 4 for inclusion in Department Procedure Manual as stand-alone procedures
  - Review General Orders in a remote, web-based collaborative workgroup setting utilizing *GoToMeeting*
    - Edit content as necessary to meet Department structure and needs
    - Verify content meets current Department practice or newly established (by Lexipol Policy) best practice
    - Ensure consistency with adapted Lexipol policy content
    - Utilize SMEs as pre-planned in Task 3 and as the need arises to verify the protocols in the procedure are accurate
    - Note modified/new procedural requirements/deviations from current protocol (*Taskmaster*)
  - Proceed through approval stages (e.g., primary workgroup, City Attorney's Office, bargaining, Monitor, Chief of Police) which were identified in Task 3 and finalize procedures
    - Conduct re-reviews at various stages if required and re-submit for approval as needed
- Maintain up-to-date spreadsheet and database tracking tools

##### • **Personnel Needs:**

- One OPD command-level member of the Department, familiar with all aspects of Department operations.
  - This member will be the cornerstone of the primary workgroup
  - He/she will also ensure the General Orders identified for inclusion in the Procedure Manual have been reviewed and updated prior to primary work group collaborative sessions
- One OPD member to act as a second participant in the primary workgroup
  - This member will function as the "Taskmaster"
  - He/she will also act as a stand-in for the primary policy reviewer in the event of that member's absence
  - He/she will assist in SME scheduling and other tasks outside of the collaborative sessions, in furtherance of preparing a final version of the procedure for the work group to review
- One member from the City Attorney's Office
  - This member will be responsible for conducting the legal review of the content submitted by the primary workgroup
- Multiple OPD SMEs, as identified in Task 3

- Likely required for one or two workgroup collaboration sessions each
- Additional offline work by said SME will be likely prior to the work group session, to ensure the procedure assigned to him/her reflects current Department practice
- Other OPD members may be required on an extended or recurring basis, based upon review layers identified in Task 3
- Other external stakeholder entities may be required on an extended or recurring basis, based upon review layers identified in Task 3 (e.g., bargaining unit representative, IMT representative)
- One Lexipol LE Implementation Specialist, whose tasks will include:
  - Leading the primary workgroup's collaborative sessions
  - Conducting real-time edits to the procedures, based upon input from OPD members
  - Ensuring internal validation of the procedural content with the policy content
  - Document management
  - Work-flow management and tracking
  - Database management and maintenance of project tracking tools
  - Schedule setting and adherence
- **Timelines:**
  - OPD member time:
    - Command-level member of the Department: 240 hours
      - Assumes five 3-hour collaboration session per week, plus one hour preparation time prior to each collaboration session
    - Second primary workgroup member: 264 hours
      - Assumes five 3-hour collaboration session per week, plus one hour preparation time prior to each collaboration session
      - Assumes 2 hours per week coordinating additional project tasks
    - City Attorney's Office: 140 hours of review/re-review time
    - SMEs: Length will vary based on updates/edits to General Orders of an unusually long or complex nature
      - 100 hour estimated cumulative SME involvement
    - Other Department members: TBD, based upon possible additional layers of review
  - External stakeholders: TBD, based upon possible additional layers of review
  - Lexipol work time: 180 hours
  - Total calendar time allotment for this Task: 12 weeks

#### Task 7 – KMS Upload of Policy Content

- **Goals and Methods:**
  - *May be* conducted with any policy upon final approval
    - This task is better reserved for the end of the project, so appropriate cross-references and index points can be inserted
  - Lexipol CA LE Master Content modified during the preceding tasks is inserted into OPD's KMS account

- The original Master Content is retained in sections/subsections where no modifications were made, so DTBs and updates do not unnecessarily flag
- OPD's LE Policy Manual in the KMS system is customized
  - New policies, sections or subsections are created to reflect the manual structure determined during the preceding Tasks
  - Additional index points inserted as appropriate where new content was inserted or existing content was modified to such a degree that the insertion of a new index point is appropriate
  - Additional cross-references inserted as appropriate where new content is intuitively related to other content, such that the end user is more easily pointed to the related content
- Supplemental documents (e.g., .pdf's, .jpg's, Department forms) are uploaded and linked to the appropriate policy, section or subsection
- **Personnel Needs:**
  - One Lexipol LE Implementation Specialist, whose tasks will consist of those described above under this Task
- **Timelines:**
  - Lexipol work time: 68 hours
  - Total calendar time allotment for this Task: 2 weeks

#### Task 8 – KMS Upload of Procedure Content

- **Goals and Methods:**
  - *May be* conducted with any procedure upon final approval
    - This task is better reserved for the end of the project, so appropriate cross-references and index points can be inserted
  - Content identified during the preceding tasks as appropriate for inclusion into the OPD Procedure Manual is inserted into a Supplemental Publication Shell (SPS) on OPD's KMS account
  - Building/customization of OPD's SPS
    - New procedures, sections and subsections are created to reflect the manual structure determined during the preceding Tasks
    - Index points inserted as appropriate to better assist the end-user in locating content
    - Cross-references inserted as appropriate where content is intuitively related to other content, such that the end user is more easily pointed to the related content
  - Supplemental documents (e.g., .pdf's, .jpg's, Department forms) are uploaded and linked to the appropriate procedure, section or subsection
- **Personnel Needs:**
  - One Lexipol LE Implementation Specialist, whose tasks will consist of those described above under this Task
- **Timelines:**
  - Lexipol work time: 34 hours

- Total calendar time allotment for this Task: 2 weeks

#### Task 9 – Content Release Preparation

##### • **Goals and Methods:**

- Conducted only upon completion of preceding Tasks
- Establishment of manual release date (“live” date) by ranking OPD member
- Coordination of .pdf draft manual release to Department members for preliminary review prior to live date
- Establishment of Department member listing and permissions within the KMS system
  - Requires input from OPD Human Resources Supervisor and ranking OPD member (to establish proper level of access on each member’s credentials)
- Promulgation of KMS login credentials and login directions to all OPD members
- This Task may be lengthened at OPD discretion if additional time is desired to better facilitate member’s familiarity with the new content

##### • **Personnel Needs:**

- One OPD command-level member of the Department, possessing knowledge of member role and authority as they relate to manual access
- One OPD Human Resources Supervisor to coordinate the personnel list
- One Lexipol LE Implementation Specialist, whose tasks will include those described above, specifically excluding the OPD-delineated items

##### • **Timelines:**

- OPD command-level member: 8 hours
- OPD Human Resources Supervisor: 4 hours
- Lexipol work time: 20 hours
- Total calendar time allotment for this Task: 1 week, or lengthened at OPD discretion

#### Task 10 – Content Release / Manual Live

##### • **Goals and Methods:**

- Conducted only upon completion of preceding Tasks
- Simultaneous KMS release of both the Policy and Procedure Manuals by ranking OPD member
- Notice to Department members that the .pdf draft manual release they received previously should no longer be relied upon as current
- Maintain availability, should members have questions about KMS access

##### • **Personnel Needs:**

- One OPD ranking member of the Department is needed to authorize release of the manuals and provide notifications to members
- One Lexipol LE Implementation Specialist, needed to answer any questions that may arise during the initial stages of manual release

##### • **Timelines:**

- OPD ranking member: 1 hour

- o Lexipol work time: 10 hours
- o Total calendar time allotment for this Task: <1 week



## COMBINED SCHEDULES C-1, P, U & V

### **SCHEDULE C-1: Declaration of Compliance with the Americans with Disabilities Act.**

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

### **SCHEDULE P: Nuclear Free Zone Ordinance**

I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, Contracts and Compliance (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>). I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

### **SCHEDULE U: Compliance Commitment Agreement** — *Waived by Council resolution 12/11/14*

*N/A*  
I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a penalty equal to 1 and 1/2 times the shortfall.

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) a web-based electronic payroll system to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current.

I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website at:  
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

**SCHEDULE V: Affidavit of Non-Disciplinary or Investigatory Action**

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) have not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

**PLEASE NOTE:** By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in Schedules C-1, F, U and V.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

I am in compliance with the above referenced Schedules:

10/22/14  
Date

CEO  
Type or Print Title

CEO@lexipol.com  
Email

  
Signature of Authorized Representative

Ron Wilkerson  
Type or Print Name

999.484.4444  
Contact Number

I am not in compliance with the following Schedule(s) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Contact Number



LEXIP-1 OP ID: CL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RBN & Associates, Inc. 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Bruce Scodro		<b>CONTACT</b> PHONE (MOBILE/CELL) 312-856-9400		FAX (FAC/NOV) 312-856-9425	
<b>INSURED</b> Lexipol Holding Company Lexipol, LLC 6 B Liberty, Ste 200 Aliso Viejo, CA 92656		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Insurance Company INSURER B: Hartford Insurance Group INSURER C: Hiccox Insurance Co. Inc. INSURER D: INSURER E: INSURER F:		<b>RATE</b> 11000	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		83 SBA IM3110	08/20/2014	08/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		83 SBA IM3110	08/20/2014	08/20/2015	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		83 SBA IM3110	08/20/2014	08/20/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ANY PROPRIETOR/PARTNER/OWNER/OFFICER/SHAREHOLDER EXCLUDED? (Indicate by X) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A DESCRIPTION OF OPERATIONS:		83 WE 828488	08/21/2014	08/20/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab/ Multimedia Liab		US UUA 2888184.14	08/20/2014	08/20/2015	Ea Claim \$ 3,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are Additional Insureds on a primary and non-contributory basis as respects General Liability as required by a written contract or written agreement. General Liability and Workers Compensation Waivers of Subrogation in favor of the Additional Insureds apply as

## CERTIFICATE HOLDER

## CANCELLATION

<b>OAKLAND</b>  City of Oakland 455 7th Street Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE OAKLAND  
INSURED'S NAME Lexipol Holding Company

LEXIP-1  
OP ID: CL

PAGE 2

Date 04/13/2016

required by a written contract or written agreement.

10 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
31 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
IM insurance company of The Hartford Insurance Group shown below.  
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
COMPANY CODE: A

Policy Number: 83 SBA EM3110 SA



**SPECTRUM POLICY DECLARATIONS**

Named Insured and Mailing Address: LEXIPOL, LLC  
(No., Street, Town, State, Zip Code) LEXIGUARD, LLC  
6 B LIBERTY STE 200  
ALISO VIEJO CA 92656

Policy Period: From 08/20/14 To 08/20/15 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: RBN & ASSOCIATES INC  
Code: 550781

Previous Policy Number: 72 SBA AD0942

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$1,678

Countersigned by

*Bruce Sandoz*  
Authorized Representative

Date

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality

*Maria Hynes*  
City Attorney

2014 DEC -4 PM 2:28 OAKLAND CITY COUNCIL

RESOLUTION No. 85356 C.M.S.

Introduced by Councilmember \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO 1) NEGOTIATE AND ENTER INTO A ONE-YEAR CONTRACT WITH LEXIPOL, LLC, IN AN AMOUNT NOT TO EXCEED \$217,908 WITH THE OPTION TO RENEW THE SUBSCRIPTION SERVICES IN THE AMOUNT OF \$50,408 PER YEAR FOR UP TO FOUR ADDITIONAL YEARS, FOR LAW ENFORCEMENT POLICY MANAGEMENT SERVICES FOR THE OAKLAND POLICE DEPARTMENT, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$419,540; AND 2) WAIVE THE LOCAL/SMALL LOCAL BUSINESS ENTERPRISE PROGRAM (L/SLBE)**

**WHEREAS**, in January 2003, the City Council approved settlement of *Allen vs. City of Oakland, et al.*, which resolved a multitude of claims of constitutional violations by a number of police officers and the City of Oakland's (City) failure to prevent those actions; and

**WHEREAS**, the City Council agreed to the Negotiated Settlement Agreement (NSA) which required the City to reform the institutional practices of the Oakland Police Department (OPD) relative to training, policies, supervision, investigations, enforcement, and personnel accountability under the oversight of an independent monitoring team; and

**WHEREAS**, with the Court's approval, the NSA was terminated by the end of 2009 and was superseded by a 2-year Memorandum of Understanding (MOU) in 2010, and by a 2-year Amended Memorandum of Understanding (AMOU) in 2012; and the City is required to continue to implement the remaining institutional police reforms; and

**WHEREAS**, compliance with the NSA is measured in two phases, policy development and training and policy implementation, and both phases must be documented and tracked; and

**WHEREAS**, maintaining contemporary police practices requires real-time policy updates, training, and testing methods as case law and best practices evolve; and

**WHEREAS**, Power DMS, the Department's primary document management system, is operationally unable to support OPD's on-going policy development and training needs. Moreover, the system lacks the features needed for OPD to track policy changes, cataloging, and

ensuring that OPD conducts regular training that incorporates legal updates and recommendations on best practices in the industry;

**WHEREAS**, Lexipol, LLC was the sole respondent to a competitive solicitation process (Request for Proposals/Qualifications) and has over 10 years of experience providing policy and training solutions to public safety agencies; and

**WHEREAS**, under the Lexipol contract, the Department will work with Lexipol consultants and the City Attorney's Office in conducting a comprehensive review of all police policies; assisting the Department with publishing a complete manual, updating policies based on changes to case law and contemporary practices; training and testing personnel; and providing a repository for documentation and tracking of policy updates and training provided; and

**WHEREAS**, Oakland municipal Code section 2.04.020B requires Council approval of contracts for technology-related professional products or goods in excess of \$50,000.00; and

**WHEREAS**, staff recommends that it is in the best interests of the City to waive its Local/Small Local Business Enterprise Program so that OPD can enter into a professional services agreement with Lexipol to provide subscription and law enforcement management policies to OPD; and

**WHEREAS**, sufficient funds have been budgeted in FY 2013-2015: General Purpose Fund (1010), Office of the Inspector General (OIG) Org (101130), Contract Services Account (54919), Agency Wide Administration Program (PS01) to cover the cost of implementation (\$165,000) and the first year of subscription services (\$52,908), in a total amount of \$217,908; and

**WHEREAS**, subscription services for years two through five, in an amount not to exceed \$50,408 per year, shall be drawn from OPD's baseline budget appropriations; and

**WHEREAS**, the City lacks qualified personnel to perform the necessary work, and the City Council finds and determines that the services authorized hereunder are of a professional, scientific or technical and temporary nature, and shall not result in the loss of employment or salary by any person having permanent status in the competitive services; now, therefore, be it

**RESOLVED**: That the City Administrator, or designee, is authorized to enter into a contract with Lexipol, LLC for a one-year implementation and subscription agreement to provide law enforcement policy management services to OPD, with the option to renew the subscription service for an additional four years for a total contract amount not to exceed \$419,540 for five years; and be it

**FURTHER RESOLVED**: That the City Council hereby waives the Local/Small Local Business Enterprise Program Provisions for the proposed contract with Lexipol; and be it

**FURTHER RESOLVED**: That sufficient funds to execute this agreement have been

budgeted in the Department's FY 2013-2015 baseline budget and will be drawn from: General Purpose Fund (1010), Office of the Inspector General (OIG) Org (101130), Contract Services Account (54919), Agency Wide Administration Program (PS01) to cover the cost of implementation (\$165,000) and the first year of subscription services (\$52,908) in a total amount of \$217,908; and be it

**FURTHER RESOLVED:** That sufficient funds to cover the subscription services for years two through five, in an amount not to exceed \$50,408 per year, shall be budgeted and drawn from the OPD's baseline budget appropriations; and be it

**FURTHER RESOLVED:** That the City Administrator, or designee, is authorized to carry out any actions necessary to fulfill the intent of this Resolution and accompanying Report, including completing all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend this contract for services, except for any increase in the contract amount, without returning to the City Council; and be it

**FURTHER RESOLVED:** That the City Attorney shall review and approve this agreement as to form and legality and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, JAN 06 2015

PASSED BY THE FOLLOWING VOTE:

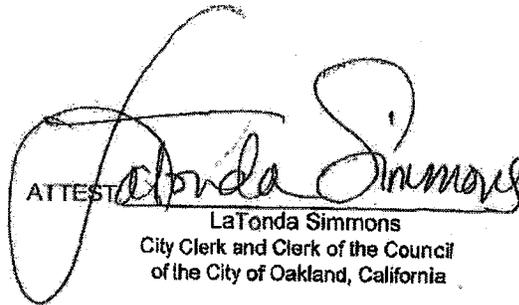
AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, Guillen,  
Campbell Washington - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST



LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**EXHIBIT 1**

**Scope of Services and Price Proposal**

# Lexipol

PREDICTABLE IS PREVENTABLE®

## Illinois Law Enforcement and Custody Policy Manuals, Daily Training Bulletins, and Implementation & Management Services

Presented to:

### COOK COUNTY SHERIFF'S OFFICE

**LEXIPOL**

6B Liberty, Suite 200  
Aliso Viejo, California 92656  
949.484.4444  
[www.lexipol.com](http://www.lexipol.com)

**Peter Roth**  
Chief Customer Officer  
949.732.5744  
[proth@lexipol.com](mailto:proth@lexipol.com)

November 6, 2015

Jennifer Black  
Deputy Chief of Policy and Organization Development  
Cook County Sheriff's Office, Bureau of Human Resources  
3026 S. California Ave  
Building Two, Room 116  
Chicago, IL 60608

Chief Black,

Thank you for the opportunity to provide Cook County Sheriff's Office with our Policy Manual, integrated Daily Training Bulletins, Implementation and Management Services. Our goal is to help our subscribers successfully navigate the evolving challenges in the world of public safety. Your Lexipol subscription significantly mitigates risk by providing clear, understandable, legally defensible, and continuously updated public safety policy. Policy is reinforced through an on-line policy training system to ensure employees are informed and aware of their policies. Additional benefits include archiving of all policy versions as well as employee policy training records.

Lexipol is uniquely qualified to provide public safety Policy and Daily Training services to Cook County Sheriff's Office. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect continually updated, applicable industry standards and best practices;
- Customized content for the state of Illinois;
- Daily scenario-based training that reinforces agency approved policies and procedures;
- Regular updates to agency policies and procedures as statutes, case law, and regulations change;
- An experienced Lexipol representative to assist with the implementation and upkeep of your content.

All of us at Lexipol look forward to continuing our relationship with you and your team.

Sincerely,

Peter Roth  
Chief Customer Officer  
949.732.5744  
[proth@lexipol.com](mailto:proth@lexipol.com)

## LEXIPOL OVERVIEW

**Policy Manual Development:** Lexipol has created policy content that is specific to federal and to Illinois state law. This “master” content can then be customized by your agency. Your agency is prompted through interactive online software to develop policies 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. These give your office the ability to train and test members on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances members typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps members understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the member must pass to be credited with the DTB training. Lexipol’s DTB Administration Service ensures proper validation of all DTBs against your agency-specific policy content. Cook County Sheriff’s Office will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol’s DTB training component allows you to track its training by member, 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.

**Unique Qualifications:** Lexipol has established a unique set of risk management tools for public safety agencies by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service. The Lexipol policy and training system has helped public safety agencies throughout Illinois and the country, reduce risk and stay ahead of litigation trends, while at the same time communicating clear and concise policy guidance to their employees.

**Proprietary System and Tools:** Approximately 150 law enforcement and 170 custody policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices are available with our intuitive tool set. Your agency has full editing capability to customize the manual to reflect your agency’s mission and philosophy. Our color-coded key reflects the origin of the content and its relative importance. The final product, which is not color-coded, is a professional, well organized, easy-to-read manual online in Lexipol’s Knowledge Management System and in hard copy. **There is no other system in the nation that incorporates all of these features at affordable annual subscription rates.**



**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 will be managed by Lexipol's Update Administration Service, in conjunction with your established policy approval process.

**Adaptability:** Our clients range from one to 3,500 sworn personnel and include municipal police departments, county sheriff offices, county jails, state's attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory, fire and law enforcement agencies, federal agencies and military agencies.

**Scale:** Over 2,200 public safety organizations representing more than 100,000 law enforcement and fire personnel in 25 states use the Lexipol system. Our subscriber base is one of the largest private networks of public safety policy collaborators in the nation.

**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.

**Ready Access:** Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.

**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.

**Accreditation Feature:** The Lexipol system is an excellent complement to those agencies seeking to obtain or maintain accreditation. The Lexipol system addresses the

vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and agency-specific changes.

Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Agencies seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol's easy-to-use editing tools, agencies can update policies to meet accreditation standards at their discretion.

Lexipol's accreditation feature also aids in making the accreditation process easier with its reporting abilities. Reports can be quickly and accurately created to reflect current policy compliance with specified accreditation standards.

### **Policy Manual Implementation Service**

Lexipol's Implementation Services is an offering specifically tailored for agencies seeking to improve the process by which the policy manual is implemented, integrated and maintained. To these ends, the experience and knowledge brought by Lexipol's policy implementation specialists will look to:

- Streamline the process of policy implementation and liaison with agency policy-makers to deliver an agency-specific manual on an established timeline
- Discerningly integrate pre-existing agency content into appropriate sections within the policy manual
- Synchronize applicable policy content across all aspects of Cook County Sheriff's Office operations
- Utilize a structured method of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and DTB administration

The process of implementing the Lexipol master content in a manner that is immediately Cook County-specific and accomplished within a specified time frame is the focus of the Implementation Service. Implementation consists of a number of distinct steps, each with varying time-estimates based on the unique structure of every agency. Steps in this process are as follows:

- We will conduct a review of the Cook County Department of Corrections and Cook County Admin policy and procedure approval process and determine what role other county, office or departmental entities have in finalizing the manual. Completion of this step typically allows our specialists to further refine the project timelines.
- Our implementation specialists will utilize a step-by-step methodology to analyze your current library of policy-related documents and determine, after meeting with agency policy-makers, which content should be merged with the new policies and which will be replaced by the Lexipol master content. As with the previous step, determinations made within this portion of the process have a direct bearing on the establishment and refinement of the project timelines.
- Based upon data derived from the foregoing steps, we will establish viable timelines for the implementation project as a whole and create work-flow strategies for policy editing and review.
- One of our policy implementation specialists will then work collaboratively with the members of your organization tasked with bringing the manual to completion. The focus during this step will be proper integration of your existing agency-

specific content with the new Lexipol content, thereby ensuring a level of continuity is maintained during the transition to the new policy manual.

- Utilizing the pre-established work-flow strategies and a collaborative process, our implementation specialist will also work with you to tailor the master content to fit your agency. This step is the summation of all the work up to this point and what sets this service apart. The knowledge and experience brought by Lexipol's specialists, when combined with structured collaborative approach to agency-specific customization, allows our team member to facilitate the implementation of your manual while freeing-up personnel within your agency to do what they do best.
- During these processes, the specialist working with you will also validate all existing content integrated into the new manual, to ensure internal consistency is maintained throughout.
- After these steps, and subsequent to internal or external reviews, the policy manual will be published for your personnel.

#### **Daily Training Bulletin (DTB) Administration**

Lexipol will manage Cook County's DTB program to take some of the work load off of your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of our DTBs to the various Cook County Sheriff's Office policy manuals.

Our DTB Administration Service includes:

- Analyzing how the DTB master content compares to policies you've modified
- Adapting DTBs to fit the parameters of your policy content, including handling necessary substitutions or customizations when needed
- Providing you with the customized DTB completion reports, as well as agency-specific year-end data analysis
- Handling all aspects of account management, including new hires and departures
- Implementation of DTB updates as they are released

#### **Policy Manual Update Administration**

Lexipol will handle all aspects of policy updates for all Cook County Lexipol policy manuals (up to final approval). We review the updated content for applicability to your manuals and practices, and work with you to establish timelines for update implementation. Lexipol's process allow our specialists to maintain a deep knowledge of Cook County's manuals, ensuring that all updates are properly integrated with your unique, customized policy manuals. This ensures both internal consistency and agency-specific applicability are maintained.

Our Policy Manual Update Administration Service includes:

- Start-to-finish project management on every policy manual update – whether it's 2 or 50 pages
- When pertinent, meeting with Cook County personnel via teleconference or webcast to determine applicability of a specific policy update and involving a subject matter expert as needed
- Integrating and reviewing the updated content to ensure it meets your needs

- Synchronizing the updated content, as applicable, throughout all published manuals
- Finalizing the policy manual and coordinating its distribution to your personnel

### **Summary**

Lexipol is uniquely qualified to provide these services. Since 2003, Lexipol has provided proven policy and training solutions which have helped public safety agencies across the country reduce risk and avoid litigation. Through our Policy Manual Implementation Service, as well as our DTB and Update Administration Services outlined above, Lexipol is able to meet the unique needs of the Cook County Sheriff's Office by partnering with you to achieve your goals in a manner best suited to your agency, your personnel, and the community you serve. All of us at Lexipol look forward to continuing our relationship with you and your team.

### **Timelines and Fees**

The attached schedule contains a breakdown of all Lexipol fees, by Department, for the 36 month period beginning Dec 1, 2015, and ending November 30, 2018.

Month	Cook County Sheriff's Police Department			Cook County Court Services Department			Cook County Department of Corrections			Cook County Administrative Manual				Monthly Totals	Month
	CCSPD Policy Content/DTB /Update /Subscription	CCSPD SPS	CCSPD Update/ Other Mgmt Service	CCCSD Policy Content/DTB /Update /Subscription	CCCSD SPS	CCCSD Update/ Other Mgmt Service	CCDOC Policy Content/DTB /Update /Subscription	CCDOC SPS	CCDOC Update/ Other Mgmt Service	Admin Manual Policy Content/DTB /Update /Subscription	(7) Admin Manual SPS	Admin Manual DTB Mgmt Service	Admin Manual Update/ Other Mgmt Service		
Dec-15	\$46,813	\$0	\$12,240	\$46,813	\$0	\$6,120	\$58,065	\$20,000		\$6,900	\$8,400			\$215,338	Dec-15
Jan-16														\$11,500	Jan-16
Feb-16														\$11,500	Feb-16
Mar-16														\$11,500	Mar-16
Apr-16														\$11,500	Apr-16
May-16														\$11,500	May-16
Jun-16													\$4,200	\$13,200	Jun-16
Jul-16														\$9,000	Jul-16
Aug-16														\$9,000	Aug-16
Sep-16														\$9,000	Sep-16
Oct-16														\$9,000	Oct-16
Nov-16														\$9,000	Nov-16
Dec-16	\$37,450	\$0	\$12,240	\$37,450	\$0	\$6,120	\$58,065	\$20,000		\$6,900	\$8,400			\$211,475	Dec-16
Jan-17														\$9,000	Jan-17
Feb-17														\$9,000	Feb-17
Mar-17														\$9,000	Mar-17
Apr-17														\$9,000	Apr-17
May-17														\$9,000	May-17
Jun-17														\$18,720	Jun-17
Jul-17														\$0	Jul-17
Aug-17														\$0	Aug-17
Sep-17														\$0	Sep-17
Oct-17														\$0	Oct-17
Nov-17														\$0	Nov-17
Dec-17	\$37,450	\$0	\$12,240	\$37,450	\$0	\$6,120	\$58,065	\$20,000		\$6,900	\$8,400			\$240,315	Dec-17
Jan-18														\$0	Jan-18
Feb-18														\$0	Feb-18
Mar-18														\$0	Mar-18
Apr-18														\$0	Apr-18
May-18														\$0	May-18
Jun-18														\$0	Jun-18
Jul-18														\$0	Jul-18
Aug-18														\$0	Aug-18
Sep-18														\$0	Sep-18
Oct-18														\$0	Oct-18
Nov-18														\$0	Nov-18
Flat Fees	\$121,713	\$0	\$86,720	\$121,713	\$0	\$18,360	\$174,195	\$60,000		\$20,700	\$25,200			\$669,948	Flat Fees
Total														\$846,948	Total



CCSO Fee Breakdown through FY2018

Lexipol

CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 2**

**Lexipol Supplemental Terms and Conditions**

## EXHIBIT 2

### LEXIPOL SUPPLEMENTAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.3 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit 1 shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 5 (Privacy Policy), 6 (Policy Adoption) and 8 (Confidentiality) and this Section 2.1 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. **Subscription Fees, Etc.**

3.1 **Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service Agency will pay to Lexipol the subscription fee specified on Exhibit 1 within forty-five (45) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified in Article 11 Notices, of this Professional Services Agreement 1511-14997. All payments will be made to Lexipol at the address for Lexipol specified in Article 11 Notices, of this Professional Services Agreement 1511-14997.

3.2 **Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit 1, are inclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income.

4. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes

aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

5. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

6. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

7. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

8. **Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent, which shall include, but not be limited to, all comments and revisions to draft versions of Subscription Materials made by the Agency and all communication related to policy making and the development or alteration of Subscription Materials ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

End of Lexipol Supplemental Terms and Conditions

CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 3**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>RBN &amp; Associates, Inc.</b> 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Bruce Scodro	<b>CONTACT NAME:</b> Cyndi LaMotte <b>PHONE (A/C, No, Ext):</b> 312-856-9400 <b>E-MAIL ADDRESS:</b> clamotte@rbn500.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Lexipol Holding Company</b> <b>Lexipol, LLC</b> 6 B Liberty, Ste 200 Aliso Viejo, CA 92656	<b>INSURER A:</b> Capitol Specialty Insurance Co		<b>10328</b>
	<b>INSURER B:</b> Hartford Insurance Group		
	<b>INSURER C:</b> Hiscox Insurance Co. Inc.		<b>10200</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BR02569504-01	08/20/2015	08/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BR02569504-01	08/20/2015	08/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED    RETENTION \$ 0			BR02569504-01	08/20/2015	08/20/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83 WEC BZ5648	08/20/2015	08/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab/</b> <b>Multimedia Liab</b>			US UUA 2688184.15	08/20/2015	08/20/2016	Ea Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Contract No. 1511-14997. Cook County, its officials, employees and agents are Additional Insureds as respects General Liability, Auto Liability and Excess Liability as required by a written contract. General Liability and Workers Compensation Waivers of Subrogation in favor of the Additional Insured apply as required by a written contract.**

<b>CERTIFICATE HOLDER</b>  Cook County Sheriff's Office	<b>COOKCOU</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 4**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 16-0026      **Version:** 1      **Name:** Lexipol, LLC, Aliso Viejo, California  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 10/30/2015      **In control:** Board of Commissioners  
**On agenda:** 12/16/2015      **Final action:** 12/16/2015  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Cook County Sheriff's Office

Vendor: Lexipol, LLC, Aliso Viejo, California

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Lexipol will provide the Sheriff's Office with a Subscription Service that includes Policy Manual Development and Implementation with start to finish project management on every policy. Policy content is specific to Federal and Illinois law including legislative updates. Policy Development utilizes interactive online software to develop policies that are standardized and customized to the Department. In addition, this includes training components; using Daily Training Bulletins.

Contract Value: \$846,948.00

Contract period: 12/23/2015 - 12/22/2018 with, two (2) one (1)-year renewal options

Potential Fiscal Year Budget Impact: FY 2016 \$331,038.00; FY 2017 \$275,595.00; FY 2018 \$240,315.00

Accounts: 217-441

Contract Number(s): 1511-14997

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

Summary: The Cook County Sheriff's Office respectfully requests that this Board approve proposed contract#1511-14997 with Lexipol, LLC which will provide a subscription service for law enforcement and custody policy manuals, daily training bulletins and implementation services. This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Lexipol, LLC was previously awarded a contract by the City of Oakland through a competitive Request for Proposals (RFP) process. The Cook County Sheriff's Office wishes to leverage this procurement effort.

**Sponsors:**

**Indexes:** THOMAS J. DART, Sheriff of Cook County

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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12/16/2015 1 Board of Commissioners approved Pass

**PROPOSED CONTRACT (TECHNOLOGY)**

**Department(s):** Cook County Sheriff's Office

**Vendor:** Lexipol, LLC, Aliso Viejo, California

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

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CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 5**

**Identification of Subcontractor/Supplier/Subconsultant Form**

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1511-14997	Date:
Total Bid or Proposal Amount: \$865,948.00	Contract Title: Policy Management System
Contractor: Lexipol LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor: Van Holland	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): vholland@lexipol.com	Email Address (Subcontractor):
Company Address (Contractor): 6B Liberty, Suite 200	Company Address (Subcontractor):
City, State and Zip (Contractor): Aliso Viejo, CA 92656	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor) Ph: 949-484-4444 Fax: 949-484-4443	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor) November 25, 2015 – November 24, 2018	Estimated Start and Completion Dates (Subcontractor)

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Lexipol will not be subcontracting any of this effort.	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **Lexipol LLC**

\_\_\_\_\_  
Van Holland  
Name  
CFO  
Title  
  
Prime Contractor Signature  
10/26/15  
Date

CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 6**

**Minority and Women Owned Business Enterprise Commitment and Utilization Plan**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is Thirty-Five Percent (35%) overall.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Contractor, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or Contractor on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

## 2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

## 3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

## B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Contractor.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Contractor and Subcontractor obligations.

Any questions regarding this section should be directed to:  
Contract Compliance Director  
Cook County Office of Contract Compliance  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: N/A ind

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: N/A ind

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: N/A

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes -- Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

N/A  
Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION - FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

**FULL MBE WAIVER**

**FULL WBE WAIVER**

**REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation. Lexipol will not be doing any subcontracting as the work will be performed using our Proprietary KMS system. The work will be involving our copyrighted content as well.



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

November 5, 2015

Ms. Shannon Andrews  
Chief Procurement Officer  
County Building, Room 1018  
Chicago, IL 60602

Re: Contract #1511-14997  
Policy Management System

Dear Ms. Andrews:

The following bid for the above reference contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women-owned Business Enterprises Ordinance and has been found to be responsive to the professional service goal of 35% overall MWBE participation.

Bidder: Lexipol, LLC  
Bid Amount: \$846,948.00

Full MWBE Waiver Granted: The specification and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Additionally, please note that original forms were used in the determination of the responsiveness of this contract.

Sincerely,

  
Jacqueline Gomez  
Director

JG/la

Cc: Colleen Chambers, Sheriff's Office

CONTRACT NO: 1511-14997  
VENDOR: LEXIPOL, LLC

**EXHIBIT 7**

**Economic Disclosure Statement**

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NA	
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No:  X

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No:  X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

With regard to Section 3 Question 1, Lexipol has conducted no lobbying activity and made no lobbying contacts with anyone at Cook County.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange

On 10-26-2015 before me, \_\_\_\_\_  
Date

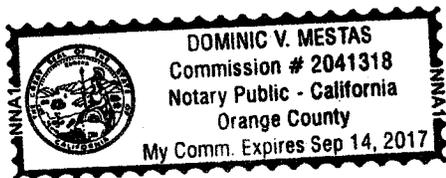
Dominic V. Mestas, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Robert Van Ness Holland  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Affidavit of child support Document Date: 10-26-2015  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Van Ness

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Lexipol LLC

D/B/A: Lexipol LLC FEIN NO.: 71-09341113

Street Address: 6B Liberty Suite 200

City: Aliso Viejo State: CA Zip Code: 92656

Phone No.: 949-484-4444 Fax Number: 949-484-4443 Email: vholland@lexipol.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Lexipol Holding Company	6B Liberty Suite 200, Aliso Viejo, CA 92656	100%	Owner

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Michael Davis	6B Liberty Suite 200, Aliso Viejo, CA 92656	Manager	Unlimited
Loren Schlachet	6B Liberty Suite 200, Aliso Viejo, CA 92656	Manager	Unlimited
Bela Schwartz	6B Liberty Suite 200, Aliso Viejo, CA 92656	Manager	Unlimited
L Joseph Lee Jr.	6B Liberty Suite 200, Aliso Viejo, CA 92656	Manager	Unlimited
Daniel Haynes	6B Liberty Suite 200, Aliso Viejo, CA 92656	Manager	Unlimited

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Van Holland  
Name of Authorized Applicant/Holder Representative (please print or type)

CFO  
Title

*Van Holland*  
Signature

10/26/15  
Date

Vholland@lexipol.com  
E-mail address

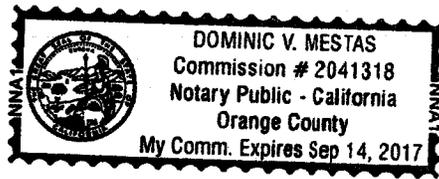
949-309-3900  
Phone Number

Subscribed to and sworn before me  
this 26<sup>th</sup> day of October 2015.

My commission expires: 9-14-2017

*[Signature]*  
Notary Public Signature

Notary Seal  
*X see Attached*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 10-26-2015 before me, \_\_\_\_\_  
Date

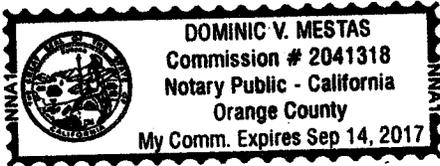
Dominic V. Mestas, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Robert Van Ness Holland  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Ownership Interest Statement Document Date: 10-26-2015  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Van Ness  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_  
\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

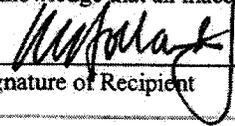
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


11/4/15  
 \_\_\_\_\_  
 Signature of Recipient Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**I. Contract Information:**

Contract Number: 1511-14997

County Using Agency (requesting Procurement): Sheriff's Office

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Lexipol LLC

Substantial Owner Complete Name: Lexipol Holding Company

FEIN# 47-1386112

Date of Birth: N/A

E-mail address: vholland@lexipol.com

Street Address: 6B Liberty, Suite 200, CA 92656

City: Aliso Viejo

State: CA

Zip: 92656

Home Phone: ( ) -

Driver's License No: N/A

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or **(NO)**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or **(NO)**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or **(NO)**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or **(NO)**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or **(NO)**

*Any comparable state statute or regulation of any state, which governs the payment of wages* YES or **(NO)**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

*There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*  
**YES or NO**

*Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*  
**YES or NO**

*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*Other factors that the Person or Substantial Owner believe are relevant.*  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *[Handwritten Signature]* Date: 10/26/15

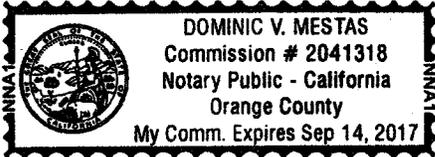
Name of Person signing (Print): Van Holland Title: CFO

Subscribed and sworn to before me this 26<sup>th</sup> day of October, 20 15

*[Handwritten Signature]*  
Notary Public Signature

*[Handwritten Signature]*  
Notary Seal

**Note: The above information is subject to verification prior to the award of the Contract.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange

On 10-26-2015 before me, \_\_\_\_\_  
Date

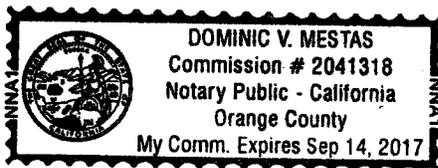
Dominic V. Mestas, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Robert Van Ness Holland  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Request for Water Reduction Document Date: 10-26-2015

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Van Ness

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

SECTION 5

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINAL COPIES**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

\_\_\_\_\_  
Corporation's Name

Michael Davis  
\_\_\_\_\_  
President's Printed Name and Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Michael Davis  
\_\_\_\_\_  
Secretary Signature *efo*

10/26/15  
\_\_\_\_\_  
Date

**Execution by LLC**

Lexipol LLC  
\_\_\_\_\_  
LLC Name

Michael Davis  
\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Date

949-309-3915 mdavis@lexipol.com  
\_\_\_\_\_  
Telephone and Email

**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this

26<sup>th</sup> day of October, 2015.

My commission expires:

9-14-2017

[Signature]  
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

*\*SEE Attached*

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LEXIPOL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF AUGUST, A.D. 2015.

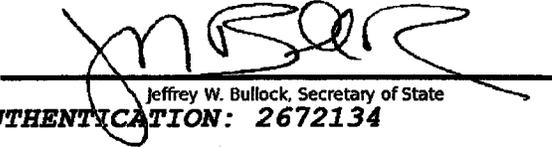
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4838401 8300

151209952

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2672134

DATE: 08-24-15

**LEXIPOL, LLC**

**Written Consent of the Board of Managers Without a Meeting**

May 12, 2015

Pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, the undersigned, being all of the members of the board of managers (the "**Board**") of Lexipol, LLC, a Delaware limited liability company (the "**Company**"), hereby adopt by this unanimous written consent (this "**Written Consent**"), in lieu of a meeting, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board:

**Resignation of Officer**

RESOLVED, that, effective as of April 30, 2015, the resignation of Ronald Wilkerson as Chief Executive Officer and the resignation of Michael Davis as President of the Company is hereby accepted.

**Appointment of Officer**

RESOLVED, that, effective as of May 1, 2015, Michael Davis is hereby duly appointed as Chief Executive Officer of the Company, to serve until his successor is appointed or until his earlier resignation, removal or death; and

FURTHER RESOLVED, that the officers of the Company are as follows:

<b><u>Name</u></b>	<b><u>Officer</u></b>
Michael Davis	Chief Executive Officer
Van Holland	Chief Financial Officer
L. Joseph Lee, Jr.	Vice President and Secretary
Daniel J. Haynes	Vice President and Treasurer
Michael Griffiths	Chief Technology Officer
Peter Roth	Chief Customer Officer

**General**

RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Company (the "**Authorized Officers**"), or any of them, within the foregoing resolutions, be and each of them is hereby, ratified, confirmed and approved; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered in the name and on behalf of the Company, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or any Authorized

Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or any Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

*(Signatures on the following page)*

This Written Consent may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall form a single instrument. Delivery of an executed signature page to this Written Consent by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart to this Written Consent. This Written Consent shall be effective as of the date written above when executed by all of the managers in the places designated for their signatures below.

Upon execution of this Written Consent, the undersigned hereby direct that this Written Consent be filed in the Company's minute book.

*Michael W. Eblin*

---

Michael Eblin  
Manager

*L. Joseph Lee, Jr.*

---

L. Joseph Lee, Jr.  
Manager

---

Ronald Wilkerson  
Manager

---

Bruce Praet  
Manager

---

Gordon Graham  
Manager

---

Stephen L. Cohen  
Manager

---

Michael Davis  
Manager

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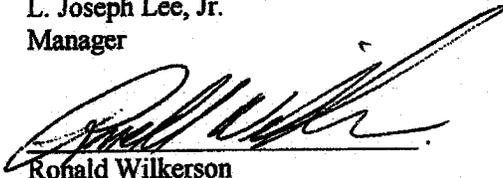
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---

Michael Eblin  
Manager

---

L. Joseph Lee, Jr.  
Manager



---

Ronald Wilkerson  
Manager

---

Bruce Praet  
Manager

---

Gordon Graham  
Manager

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Stephen L. Cohen  
Manager

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Michael Davis  
Manager

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Michael Eblin  
Manager

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L. Joseph Lee, Jr.  
Manager

---

Ronald Wilkerson  
Manager



---

Bruce Praet  
Manager

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Gordon Graham  
Manager

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Stephen L. Cohen  
Manager

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Michael Davis  
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Michael Eblin  
Manager

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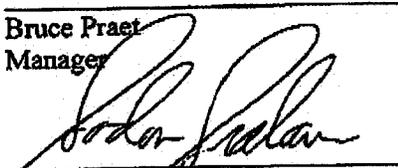
L. Joseph Lee, Jr.  
Manager

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Ronald Wilkerson  
Manager

---

Bruce Praet  
Manager



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Gordon Graham  
Manager

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Stephen L. Cohen  
Manager

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Michael Eblin  
Manager

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L. Joseph Lee, Jr.  
Manager

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Ronald Wilkerson  
Manager

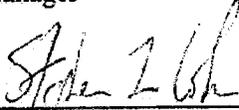
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Bruce Praet  
Manager

---

Gordon Graham  
Manager

---

  
Stephen L. Cohen  
Manager

---

Michael Davis  
Manager

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Michael Eblin  
Manager

---

L. Joseph Lee, Jr.  
Manager

---

Ronald Wilkerson  
Manager

---

Bruce Praet  
Manager

---

Gordon Graham  
Manager

---

Stephen L. Cohen  
Manager



---

Michael Davis  
Manager

SECTION 6  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*John E. M...*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF December, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1511-14997

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ Eight Hundred Forty Six Thousand Nine Hundred Forty Eight and no/100 (\$846,948.00)  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

Date

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

DEC 16 2015