

## REQUEST FOR BUDGET AMENDMENT BUDGET YEAR 2009

Date: October 26, 2009

Date approved: \_\_\_\_\_  
(To be completed by Auditor)

Department: SHERIFF

Amount of Requested Budget Amendment: \$6,950.00

**Reason for budget amendment:**

Through Lexipol's website, Lexipol provides this office with access to the Lexipol Knowledge Management System. Which provides numerous subscriptions to this system, each with varying services depending on the level of subscription.

**Expenditures:** Indicate by budget codes in detail the type of expenses that will be associated with this budget amendment request: (salaries, benefits, supplies, capital outlay, etc)

1.20.30.01.54101 Professional Services \$6,950.00

**Revenue:** Indicate by budget codes in detail the type of revenue that will be funding the above budget amendment request: (grants, fees, etc)

(Grant #09-022)

1.20.30.01.36990 Miscellaneous \$2,850.00

(Note: WCRP to reimburse this amount)

Authorized Signature \_\_\_\_\_



Approved by Board of County Commissioners: \_\_\_\_\_

Date 12/1/09





Lexipol LLC 6B  
Liberty #200  
Aliso Viejo, CA 92656

Tel: 949-484-4444  
Fax: 949-484-4443

12-22-09 11:48 RCVD

## **TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL**

### **I. ACCEPTANCE OF TERMS**

The services that Lexipol, LLC, a California Limited Liability Company (hereinafter "Lexipol"), provides to Kittitas County, through the Kittitas County Sheriff's Office (hereinafter "Agency, Customer, User, or Purchaser") are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription period of one year. Lexipol reserves the right to update/change the Terms and Conditions of Use on the renewal date of the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking on the "Terms and Conditions of Use" hypertext link located on Lexipol's Forum page once Agency becomes a subscriber. AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS WEBSITE.

### **II. DESCRIPTION OF SERVICES**

Through Lexipol's Website, Lexipol provides Agency with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The agency is subscribing to the services indicated on the data page included as the last page of this agreement.

### **III. MEMBER ACCOUNT, PASSWORD AND SECURITY**

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

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

### **IV. NOTICES**

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the Agency to the contact person registered as the authorized signer.

## V. AGREEMENT TERM AND PAYMENT

The term of this Agreement shall commence on 1/15/2010, and continue for one full year. Agency agrees to pay Six Thousand, Nine Hundred and Fifty Dollars (\$6,950.00) for all services purchased using Agency's user name and password. All services are payable in full within forty-five (45) days from subscription start date. Any amounts past sixty (60) days from due date shall accrue interest at one (1%) percent per month for past due accounts. Invoices are sent thirty (30) days previous to the subscription start date and anniversary date thereafter. All payments are applied to the oldest balance.

## VI. PRIVACY POLICY

Lexipol shall keep all information Agency provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. Agency acknowledges 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. Because security is important to Lexipol and our users, Lexipol will always make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that Internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

## VII. APPLICATION OF LAW AND JURISDICTION

Agency agrees that any claim, action, or proceeding arising out of these Terms and Conditions of Use, or Agency's use of the Website, shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state court in Kittitas County, Washington. This Agreement shall be governed and interpreted pursuant to the laws of the State of Washington, United States of America, notwithstanding any principles of conflicts of law.

## VIII. INDEMNIFICATION

Agency understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by Agency. Agency acknowledges that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription.

## IX. COPYRIGHT

Agency expressly acknowledges and agrees that each and every policy provided by Lexipol, its agents, employees, and representatives including, but not limited to, all updates, revisions the entire Policy Manual and Daily Training Bulletins purchased from Lexipol were expressly created for Agency's exclusive use. Agency further agrees that all policy, update, revision or Daily Training Bulletins originally provided by Lexipol are protected under copyright agreements and may not be sold. Nothing in this statement is intended to prohibit or restrict Agency from access and reproduction for department functions and providing any policies contained within the Policy Manual pursuant to and authorized by a request under the Public Records Act, pursuant to Court order or any other lawful process.

## X. DISCLAIMER OF WARRANTIES

Lexipol represents and warrants that it has the right and authority to make the online services and materials available pursuant to this Agreement and that such use shall not infringe on anyone's copyright, trade secret, patent or other intellectual property rights. Lexipol warrants its on-line services are compatible with browsers and software that are currently supported by their manufacturers. Lexipol is unable to guarantee compatibility with older versions of browsers or software if they are not supported by their manufacturers.

Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this contract for breach of warranty.

## XI. NON-WAIVER AND SEVERABILITY

Either party's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

## XII. POLICY ADOPTION

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

## XIII. TERMINATION

This Subscription Agreement may be terminated at the annual anniversary date of the subscription period by written notice to the other party at least 15 days preceding the subscription anniversary date.

## XIV. TAXES

Lexipol understands and acknowledges that the Agency will not withhold Federal or State income taxes. Where required by State or Federal law, Lexipol authorizes the Agency to make withholding for any taxes other than income taxes. All compensation received by Lexipol will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. Lexipol hereby agrees to indemnify the Agency against any demand to pay taxes arising from Lexipol's failure to pay taxes on compensation earned pursuant to this Agreement.

The Agency will pay sales and use taxes imposed on goods or services acquired hereunder as required by law.

## XV. PREVIOUS AGREEMENTS

This Agreement embodies the entire Agreement between the Agency and Lexipol, and supersedes any and all prior agreements, regarding the services to be provided.

## XVI. MODIFICATIONS

No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

## XVII. REMEDIES

The rights and remedies of the Agency set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the Agency by any other provisions of this Agreement or by law.

## XVIII. HEADINGS

The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

## XIX. WITHHOLDING PAYMENT

In the event Lexipol has failed to perform any obligation to be performed by Lexipol under this Agreement within the time set forth in this Agreement, then the Agency may, upon written notice, withhold all monies due and payable to Agency, without penalty, until such failure to perform is cured or otherwise adjudicated.

## XX. RIGHT TO REVIEW

This contract is subject to public disclosure laws and is subject to review by any Federal or State auditor. The Agency or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Agency. Such review may occur with or without notice, and may include, but is not limited to, inspection of all records or other materials which the Agency deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. Lexipol shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review.

## XXI. REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

## XXII. ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Agency.

## XXIII. INDEPENDENT CONTRACTOR

Lexipol's services shall be furnished by Lexipol as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Lexipol as an independent contractor.



IN WITNESS WHEREOF, the parties have executed this Agreement this 1<sup>st</sup> day of December, 2009.

**APPROVED:**

Lexipol, LLC

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Signature of Signatory  
(Date 12/10/09)


  
\_\_\_\_\_  
Alan A. Crankovich, Chairman

DAN MEPPER  
\_\_\_\_\_  
Print Name of Signatory

**ABSENT**

\_\_\_\_\_  
Paul Jewell, Vice-Chairman


  
\_\_\_\_\_  
Mark D. McClain, Commissioner

  
\_\_\_\_\_  
Gene Dana, Kittitas County Sheriff



  
\_\_\_\_\_  
Julie Kjosvik, Clerk of the Board

Approved as to Form:

By:   
\_\_\_\_\_  
Stephanie Happold, WSBA #38112  
Deputy Prosecuting Attorney