

FIRST AMENDMENT TO ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND LEXIPOL LLC, NO. 13154

THIS FIRST AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Lexipol, a Foreign Limited Liability Company which is authorized to do business in the State of Florida (“Lexipol”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement, dated December 14, 2021, for Fire Rescue Training Materials and Services identified by No. 13154 (the “Agreement”); and

WHEREAS, the Agreement has a term which ends December 31, 2024, and the County has elected to renew the term of the Agreement to allow the Lexipol to furnish the goods or service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #3.a, of the Agreement titled “Term” is amended in its entirety to read as follows:

i. This Amendment extends the term of the Agreement for a period of three years commencing January 1, 2025, after execution by both Parties and continues through December 31, 2027, unless earlier terminated as contained herein

B. Amendment. Section #3.b, of the Agreement titled “Term” is amended by the addition of subsection ii to read as follows:

ii. i. LEXIPOL shall be paid a sum Not to Exceed \$100,721.21, for the three-year renewal term of this Agreement based for the services in Attachment 1A, attached to this Amendment, payable in the following manner:

Year Four (January 1, 2025-December 31, 2025)	Year Five (January 1, 2026-December 31, 2026)	Year Six (January 1, 2027-December 31, 2027)	Total (January 1, 2025-December 31, 2027)
\$31,948.05	\$33,545.45	35,227.71	\$100,721.21

C. Amendment. Section #3.f, of the Agreement titled “Human Trafficking Affidavit of No Coercion for Labor or Services” is added and reads as follows:

f. Human Trafficking Affidavit of No Coercion for Labor or Services

i. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

ii. Lexipol will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached the this Amendment as **Attachment "2"**

D. Effective Date. This Amendment shall be effective upon execution by both Parties.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: _____
Print: Jan Roos
Title: Vice President & General Counsel
Date: 12-3-2024

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Attachment 1A

TERM ONE				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Fire Policy Manual & Daily Training Bulletins		\$ 13,844.81	0%	\$ 13,844.81
Annual Fire Supplemental Manual(s)		\$ 2,664.80	0%	\$ 2,664.80
Annual Fire Procedures		\$ 1,828.24	0%	\$ 1,828.24
Fire & EMS Platform/Mobile Solution		\$ 12,925.00	0%	\$ 12,925.00
EMS Platform/Mobile Solution		\$ 685.20	0%	\$ 685.20
TERM ONE TOTAL		\$ 31,948.05		\$ 31,948.05
			Term One Subscription Total	\$ 31,948.05

TERM TWO				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Fire Policy Manual & Daily Training Bulletins		\$ 14,537.05	0%	\$ 14,537.05
Annual Fire Supplemental Manual(s)		\$ 2,798.04	0%	\$ 2,798.04
Annual Fire Procedures		\$ 1,919.65	0%	\$ 1,919.65
Fire & EMS Platform/Mobile Solution		\$ 13,571.25	0%	\$ 13,571.25
EMS Platform/Mobile Solution		\$ 719.46	0%	\$ 719.46
TERM TWO TOTAL		\$ 33,545.45		\$ 33,545.45
			Term Two Subscription Total	\$ 33,545.45

TERM THREE TOTAL				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Fire Policy Manual & Daily Training Bulletins		\$ 15,263.90	0%	\$ 15,263.90
Annual Fire Supplemental Manual(s)		\$ 2,937.94	0%	\$ 2,937.94
Annual Fire Procedures		\$ 2,015.63	0%	\$ 2,015.63
Fire & EMS Platform/Mobile Solution		\$ 14,249.81	0%	\$ 14,249.81
EMS Platform/Mobile Solution		\$ 755.43	0%	\$ 755.43
TERM THREE TOTAL		\$ 35,222.71		\$ 35,222.71
			Term Three Subscription Total	\$ 35,222.71

Attachment 2: No Coercion for Labor or Services Affidavit

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF ~~FLORIDA~~ CA)

COUNTY OF YOLO)

I, JAN ROOS (insert name) being duly sworn, state under oath:

1. I am a duly authorized representative of Lexipol, LLC (insert name of vendor).
2. Under penalty of perjury, I attest and affirm that Lexipol, LLC (insert does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to Alachua County (insert name of district/governmental entity) to comply with section 787.06(13), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

Date: 12/3, 2024.

[Handwritten Signature]
(Signature)

Subscribed and sworn to before me this ___ day of 202__

Signature of Notary

(print name), Notary Public

Commission Number:

My Commission Expires on _____ (insert date)

Affix Notary Seal

