



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 1

DATE: 03/21/2014
 ** DUPLICATE REVISED **

PO NUMBER: DPPD14001028
 CHANGE NO: 001

VENDOR:

LEXIPOL LLC
 2801 NETWORK BLVD, STE 500
 FRISCO, TX 75034

*****IMPORTANT NOTICE*****
 Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:
 CITY OF LONG BEACH
 POLICE DEPARTMENT-FISCAL DIVISION
 VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV
 OR MAIL TO:
 400 W. BROADWAY
 LONG BEACH, CA 90802
 STAFF (562) 570-7260

SHIP TO:
 TRAINING
 POLICE DEPARTMENT
 7290 E CARSON ST
 LONG BEACH, CA 90808
 (562) 570-5890

VEN CONTACT: | VENDOR TEL: [REDACTED]

DISCOUNT TERMS: | FREIGHT CARRIER: | F.O.B.:
 NET 30 | | DEST

DELIVERY REQUIRED | DEPT. CODE | REQ NO.
 03/21/2014 | PDADB | DPPD14001028

ISSUED UNDER CONTRACT NO:
 BPO ID :

*** IMPORTANT NOTICE: THIS IS A REVISED PURCHASE ORDER. PLEASE CHANGE OUR ***
 *** ORIGINAL PURCHASE ORDER NUMBER DPPD14001028 TO READ AS FOLLOWS. DO NOT ***
 *** DUPLICATE THE ORIGINAL ORDER. ***

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	924-35	1.00	LT	24,950.0000	24,950.00

SPECIFICATIONS PER LONG BEACH POLICE DEPARTMENT PROPOSAL DATED 3/21/14 AND ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS PURCHASE ORDER.
 LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS BASED ON 820 FULL TIME SWORN
 PRICING:
 YEAR 1 - 1ST YEAR SUBSCRIPTION FEE - \$24,950 (THIS FEE INCLUDES ALL DEVELOPMENTAL TOOLS, TRAINING, POLICY UPDATES, LEXIPOL FORUM. DAILY TRAINING BULLETINS ARE INCLUDED AT NO ADDITIONAL COST IN THE 1ST YEAR

CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements: City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
 - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
 - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

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PURCHASE ORDER

PAGE: 2

DATE: 03/21/2014
 ** DUPLICATE REVISED **

PO NUMBER: DPPD14001028
 CHANGE NO: 001

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

ONLY, ONCE POLICY MANUAL HAS BEEN ADOPTED. IT IS AN ADDITIONAL COST AFTER THE 1ST YEAR AND ONGOING.

COMMODITY LINE TOTAL	24,950.00
TAX TOTAL	0.00
GRAND TOTAL	24,950.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

 AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---

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 - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
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This information is also available at www.longbeach.gov/purchasing

VCPD14000863

RCHL1410 V5.1	***** CITY OF LONG BEACH ADPICS *****	05/13/2014
LINK TO:	VOUCHER HEADER ENTRY	10:19 AM
VOUCHER NUMBER	: VCPD14000863	DOC TYPE : VA DUE DATE: 05/13/2014
ACTION INDICATOR	: A	SINGLE CHECK: N INTF TYPE: VC EFF DATE: 05/13/2014
STATUS	: APPR CHECK NUMBER:	NOTE: N PART/FINL: P (P/F)
DEPARTMENT	: PDADDM	FISCAL DIVISION SERVICE DATE: 04/01/2014
VOUCHER GROSS	: 24,950.00	PO ID: DPPD14001028 CREATE: 05/13/2014
VOUCHER NET	: 24,950.00	CHG SEQ: 001 UPDATE: 05/13/2014
MATCH TYPE	: AA	POST:
VENDOR ID/SUFFIX	: V037362	01 LEXIPOL LLC CREDIT IND : N
DBA NAME	:	APLB DOC:
ADDRESS	: 6 B LIBERTY #200	SEQ: IVLB14047676
		UNPOST INV : Y
	CITY: ALISO VIEJO	ST: CA ZIP : 92656 CTRY: USA
INVOICE NO/DESC	: 10861	/



Predictable is Preventable

Lexipol LLC
6 B Liberty Ste. 200
Aliso Viejo, CA 92656

Invoice

Date	Invoice #
4/1/14	10861

Bill To
City of Long Beach Police Department - Fiscal Division 400 W Broadway Loong Beach, CA 90802

Due Date
5/1/14

Description
<p>Law Enforcement Policy Manual Online 12 month Development Initial Subscription. Includes: Interactive questionnaire, color coded draft, full editing access, and all content updates. 04/01/2014 - 3/31/2015</p> <p>The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. 04/01/2014 - 3/31/2015</p> <p>PO# DPPD14001028</p>

**INVOICE APPROVED
FOR PAYMENT**

X 
Signature only

OK TO PAY
T. [Signature]
5/6/14 5757

Thank you!	Total \$24,950.00
------------	--------------------------

Phone #	[Redacted]	Terms and Conditions: All services are payable in full within thirty (30) days from the invoice date.
Fax #	[Redacted]	



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 1

DATE: 05/15/2015
 ** REVISED **

PO NUMBER: DPPD15000858
 CHANGE NO: 001

VENDOR:

LEXIPOL LLC
 2801 NETWORK BLVD, STE 500
 FRISCO, TX 75034

*****IMPORTANT NOTICE*****
 Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:
 CITY OF LONG BEACH
 POLICE DEPARTMENT-FISCAL DIVISION
 VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV
 OR MAIL TO:
 400 W. BROADWAY
 LONG BEACH, CA 90802
 STAFF (562) 570-7260

SHIP TO:
 TRAINING
 POLICE DEPARTMENT
 7290 E CARSON ST
 LONG BEACH, CA 90808
 (562) 570-5890

VEN CONTACT:

VENDOR TEL: [REDACTED]

DISCOUNT TERMS:
 NET 30

FREIGHT CARRIER:

F.O.B.:
 DEST

DELIVERY REQUIRED
 05/12/2015

DEPT. CODE
 PDSUTR

REQ NO.
 DPPD15000858

ISSUED UNDER CONTRACT NO:
 BPO ID :

*** IMPORTANT NOTICE: THIS IS A REVISED PURCHASE ORDER. PLEASE CHANGE OUR ***
 *** ORIGINAL PURCHASE ORDER NUMBER DPPD15000858 TO READ AS FOLLOWS. DO NOT ***
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ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	924-35	1.00	LT	8,500.0000	8,500.00

LE POLICY UPDATE KMS - THE ONE YEAR LAW ENFORCEMENT POLICY MANUAL UPDA
 TE SUBSCRIPTION INCLUDES 24/7 ACCESS TO KNOWLEDGE MANAGEMENT SYSTEM
 FOR UPDATES AND EDITING. 04/01/2015-03/31/2016
 DEPT. CONTACT. T. STILINOVICH, 562-570-5952

COMMODITY LINE TOTAL

8,500.00

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.

CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS

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 6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
 7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
 8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
 9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
 10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
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 12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
 13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
 14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
 15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
 16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
 17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
 18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
 19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
 20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
 21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
 22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
 23. City's purchases are based on its actual needs and requirements: City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
 24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
- THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
 26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
 27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
 - a. COMPREHENSIVE GENERAL LIABILITY: naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
 - b. AUTOMOBILE LIABILITY: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - c. WORKERS' COMPENSATION: As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
 28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
 29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at www.longbeach.gov/purchasing



City of Long Beach
City Purchasing Agent
333 W. Ocean Blvd./7th Floor
Long Beach, CA 90802

PURCHASE ORDER

PAGE: 2

DATE: 05/15/2015
** REVISED **

PO NUMBER: DPPD15000858
CHANGE NO: 001

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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TAX TOTAL					0.00
GRAND TOTAL					8,500.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---

CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
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VCPD15002485

PCHL1410 V5.1	***** CITY OF LONG BEACH ADPICS *****	05/26/2015		
LINK TO:	VOUCHER HEADER ENTRY	3:29 PM		
VOUCHER NUMBER	: VCPD15002485	DOC TYPE : VA	DUE DATE: 05/26/2015	
ACTION INDICATOR	: A	SINGLE CHECK: N	INTF TYPE: VC	EFF DATE: 05/26/2015
STATUS	: APPR CHECK NUMBER:	NOTE: N	PART/FINL: F (P/F)	
DEPARTMENT	: PDSUTR	TRAINING	SERVICE DATE: 03/31/2016	
VOUCHER GROSS	: 8,500.00	PO ID: DPPD15000858	CREATE: 05/26/2015	
VOUCHER NET	: 8,500.00	CHG SEQ: 001	UPDATE: 05/26/2015	
MATCH TYPE	: AA	POST:		
VENDOR ID/SUFFIX	: V037362	01 LEXIPOL LLC	CREDIT IND : N	
DBA NAME	:	APLB DOC:		
ADDRESS	: 6 B LIBERTY #200	SEQ: IVLB15051430		
		UNPOST INV : Y		
	CITY: ALISO VIEJO	ST: CA	ZIP : 92656	CTRY: USA
INVOICE NO/DESC	: 13084	/		



Predictable is Preventable

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

Invoice

Date	Invoice #
3/1/15	13084

Bill To
City of Long Beach Police Department - Fiscal Division 400 W Broadway Loong Beach, CA 90802

LB 3-16
19

DPPD 15-858

Due Date
3/31/15

Item	Description	Amount
LE Policy Update KMS	The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. 04/01/2015 - 03/31/2016	8,500.00

APPROVED FOR PAYMENT
SIGNATURE *[Signature]*
DATE _____

OK ED Pay:
Emdr. Alex Avila 5/14/15
Per John Keiser he will
ED funding source 4/1/15

Thank you!	Total	\$8,500.00
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Phone #	Fax #	Terms and Conditions: All services are payable in full within thirty (30) days from invoice date.

Susan Moore



Routing:	Account:	Item:	Reference:	Date Posted:	Amount:	Type:
[REDACTED]	[REDACTED]	1143874	25010228	06/02/2015	8,500.00	Debit

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

Union Bank
Disbursement Services
Los Angeles, CA 90071

CITY OF LONG BEACH

1143874

ACCOUNTS PAYABLE ACCOUNT

VOID AFTER 180 DAYS

DATE AMOUNT

PAY EXACTLY****8,500 **DOLLARS AND 00 CENTS 05/28/2015 01143874 ****8,500.00*

TO THE ORDER OF

LEXIPOL LLC
6 B LIBERTY #200
ALISO VIEJO CA 92656

David S. Nakamoto
DAVID S. NAKAMOTO, City Treasurer

Laura L. Doud
LAURA L. DOUD, City Auditor

THE ORIGINAL DOCUMENT WHEN CHECKING THE ENDORSEMENT

Seq: 31
Dep: 000115
>031000053<
Date: 06/01/15

For Deposit only to
account 8026312738
Cust: Lexipol LLC
Loc: Headquarters
Deposited by: 802983controller

Location Code: 1