

EXHIBIT C

**Lexipol
AMENDMENT TO AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL**

MISCELLANEOUS PROVISIONS

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Amendment)

Miscellaneous.

13.11 Section 13.1 is amended to state:

13.1 Governing Law. This Agreement shall be construed as is required by law for an Arizona municipality.

13.12 Section 13.10 is amended to state:

13.10 Waiver. Lexipol's or Agency's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

13.13 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the Agency shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to A.R.S. §38-511.

13.14 Employment Eligibility. Lexipol hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. Agency retains the legal right to inspect the papers of Lexipol to ensure that Lexipol complies with this warranty.

13.15 A.R.S. § 35-393.01 Requirement. Lexipol certifies that it does not participate in, and agrees not to participate in during the term of this agreement a boycott of Israel under A.R.S. § 35-393.01. Lexipol understands that its entire response will become public record under A.A.C. R2-7-C317.

13.16 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

13.17 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party shall have any right or cause of action.

13.18 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

13.19 No Personal Liability. No member, official or employee of the Agency shall be personally liable to Lexipol, or any successor or assignee, (a) if any default occurs or breach by the Agency, (b) for any amount which may become due to the Lexipol or its successor or assign, or (c) under any obligation of the Agency under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Lexipol under this Agreement shall be limited solely to the assets of Lexipol and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Lexipol; (ii) the shareholders, members or managers or constituent partners of Lexipol; or (iii) officers of Lexipol.

13.20 Time is of the essence.

**CITY OF SAN LUIS
AGENCY**

LEXIPOL, LLC

Signature: _____
Print Name: Gerardo Sanchez
Title: Mayor
Date Signed: _____

Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ATTEST:

Sonia Cornelio, City Clerk
CITY OF SAN LUIS