

AGREEMENT FOR SERVICES #3408  
AMENDMENT I

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This Amendment I to that Agreement for Services #3408, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Noble Software Group, LLC, a Washington Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 1320 Yuba Street, Suite 212, Redding, CA 96001, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide training, access, and use license of Noble Assessment Platform, a cloud-based service hosted by Noble Software Group, LLC, in accordance with Agreement for Services #3408, dated October 16, 2018, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to additional training for new hires and booster training for existing employees, and additional license/per user costs for new hires, for FY21/22, and increase the not-to-exceed amount of the Agreement, hereby amending **Article V Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #3408 shall be amended a first time as follows:

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**ARTICLE V**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with the table below.

<b>Deliverable</b>	<b>Summary</b>	<b>Price</b>
Deliverable 1	Noble Assessment Platform – Yearly Hosting Fee	\$31,273
Deliverable 2	Training – 10 Days (\$2,200 per day)	\$22,000
Maintenance	Maintenance for Assessment Platform	N/A
	*Above costs represent Combined Cost of First and Second Year Totals*	
<b>Deliverable</b>	<b>Summary</b>	<b>Price</b>
Total 1 <sup>st</sup> Year	Hosting Fee + 6 Days Training 11/01/18 - 10/31/19 Juv \$14,000, Training (6 Days) \$13,200	\$27,200
Total 2 <sup>nd</sup> Year	Hosting Fee + 4 Days Training 11/01/19 - 10/31/20 Juv \$14,000, Adult (May-Oct) \$7,000, Training (4 days) \$8,800, Noble View \$3,273	\$33,073
Total 3 <sup>rd</sup> Year	Hosting Fee 11/01/20 - 10/31/21 Juv \$14,000, Adult \$14,000, Noble View \$3,273	\$31,273
<b>Additional Expenses</b>		
Additional Users	Noble Assessment Platform for Juv and Adult – Per User	\$466.67
Additional Users	Annual Hosting for View – Per User	\$54.55
Additional Training	Per Day	\$2,200

Total amount of this Agreement shall not exceed \$136,451.88.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
 Probation Department - Fiscal  
 3974 Durock Rd, Ste. 205  
 Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, Default, Termination, and Cancellation.

In consideration of Contractor's performance, County agrees to pay Contractor in accordance with the following provisions:

- a. Work Orders are payable as follows: one-third due upon execution the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.
- b. T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses require the prior approval of County.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Contractor.

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Except as herein amended, all other parts and sections of that Agreement #3408 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_

Andrew Craven  
Deputy Chief Probation Officer  
Probation Department

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_

Brian Richart  
Chief Probation Officer  
Probation Department

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #3408 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

NOBLE SOFTWARE GROUP, LLC  
A WASHINGTON LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Aaron Picton  
Chief Financial Officer  
"Contractor"

Dated: \_\_\_\_\_