

O'CONNELL RESEARCH, INC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6910

THIS FIRST AMENDMENT to that Agreement for Services #6910, 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 O'Connell Research, Inc, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1600 Dwight Way, Berkeley CA 94703 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to perform Project Consultant tasks as written in the El Dorado County Probation Department Behavioral Health Justice Intervention Services (BHJIS) Statement of Work; in accordance with Agreement for Services #6910; dated October 18, 2022; incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of the term of the Agreement, hereby amending **ARTICLE II – Term**;

WHEREAS, the parties hereto desire to add language pertaining to the Levine Act, hereby amending **ARTICLE XXI – Conflict of Interest**;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #6910 on the following terms and conditions:

I. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 15, 2022, through March 31, 2024.

II. ARTICLE XXI, Conflict of Interest, last paragraph in the Article is added to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of that Agreement #6910 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6910 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3-20-23

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kypson
Deputy Clerk

Dated: 3-20-23

-- CONSULTANT --

O'Connell Research, Inc
1600 Dwight Way
Berkeley, CA 94703

By: Kevin O'Connell
Kevin O'Connell
Chief Executive Officer/Secretary

Dated: 3/1/2023

O'CONNELL RESEARCH, INC

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

___ YES J NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

___ YES J NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

3/1/2023
Date

O'Connell Research
Type or write name of company

[Signature]
Signature of authorized individual

Kevin O'Connell
Type or write name of authorized individual