

## **FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6151**

**THIS FIRST AMENDMENT** to that Agreement for Services #6151 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 208, Redding, CA 96001 (hereinafter referred to as "Consultant");;

### **RECITALS**

**WHEREAS**, Consultant 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, for the Probation Department, in accordance with Agreement for Services #6151, dated March 15, 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 add services and their price, and to increase the not-to-exceed amount of the Agreement by \$10,450.00, amending **ARTICLE V, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the Conflict of Interest, amending **ARTICLE XXVI, 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 on the following terms and conditions:

- I. **ARTICLE V, Compensation for Services**, first four paragraphs and table are amended to read as follows:

#### **ARTICLE V**

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

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

| Services                           | Summary  | Price through 12/31/23   | Price 1/1/24 - 10/31/24  |
|------------------------------------|--|--|--|
| Training, in-house                 | Per Day  | \$2,200.00   | \$2,200.00   |
| Training, virtual                  | Per person, each two-day training                        | \$300.00   | \$300.00   |
| Annual License Hosting Fee         | Noble Assessment Program for Juvenile and Adult-per user | \$481.00   | \$505.05   |
| Annual License Hosting Fee         | Hosting for View-per user                                | \$54.55  | \$57.27  |
| System Maintenance                 | Per Hour   | \$150.00 per hour or per Work Order as specified in Article II   | \$150.00 per hour or per Work Order as specified in Article II   |
| Inter-Rater Reliability Annual Fee | Per User   | \$111.86<br>May be implemented upon or after full execution of this Amendment I                            | \$117.45<br>May be implemented upon or after full execution of this Amendment I                            |
| Lethality Assessment               | Automation   | \$800.00 all-inclusive one-time fee<br>May be implemented upon or after full execution of this Amendment I | \$800.00 all-inclusive one-time fee<br>May be implemented upon or after full execution of this Amendment I |

Additional costs on a per-user basis shall be prorated if users and/or services are added mid-year.

The total amount of this Agreement shall not exceed \$260,450.00 inclusive of all costs, taxes, and expenses.

**II. ARTICLE XXVI, Conflict of Interest,** is amended to include an additional paragraph to that Section as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit A, 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 Agreement for Services #6151 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6151 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas  
Board of Supervisors  
"County"

Dated: 8-29-23

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kypur  
Deputy Clerk

Dated: 8-29-23

-- CONSULTANT --

NOBLE SOFTWARE GROUP, LLC  
A WASHINGTON LIMITED LIABILITY COMPANY

By: h  
Aaron Picton  
Chief Financial Officer  
"Consultant"

Dated: 7/31/23



**Noble Software Group, LLC**

**Exhibit A**

**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 X 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?

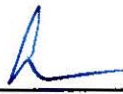
\_\_\_\_ YES X NO

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.

7/31/23  
Date

Noble Software Group LLC  
Type or write name of company

  
Signature of authorized individual

Aaron Pickett  
Type or write name of authorized individual