



STATE OF TEXAS

COUNTY OF TARRANT

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**JUVENILE SERVICES CONTRACT  
WITH NOBLE SOFTWARE GROUP, LLC  
FOR JUVENILE ASSESSMENTS SYSTEM**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Noble Software Group, LLC, hereinafter referred to as ("PROVIDER"), for the provision of a Juvenile Assessments System Software application with related training and consulting services. The Commissioners Court finds that this Contract serves a public purpose for the sustainability and continuing quality improvement of the Noble Assessment Platform, and the associated evidence-based practices that support the utilization of the Noble Assessment Platform.

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to perform the following:

- 1.1 Enterprise License Maintenance Agreement, ensuring that all updates are appropriately implemented in the Tarrant County data system in a timely manner;
- 1.2 Continued integration of the PACT assessment with the current Juvenile TechShare, Juvenile Case Management System ("JCMS"). This will include any necessary software customizations required to ensure effective deployment of the Noble Assessment Platform with TechShare.Juvenile; and
- 1.3 General Consultation and Training, as identified and needed by Tarrant County Juvenile Services (TCJS) personnel. Activity includes consultation and training for information updates and activities associated with the management of the assessment process, developing inter-rater reliability, supporting on-going updates as required by state standards or legislation, and any related training material shall be included.
- 1.4 Provide software maintenance in accordance with **Attachment "A"**.
- 1.5 COUNTY agrees to provide:
  - 1.5.1 Necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software;
  - 1.5.2 An appropriate environment, during normal business hours, upon reasonable notice, for PROVIDER on-site support personnel and training staff to work on-site;
  - 1.5.3 Network related services to allow clients to access the Licensed Software; and
  - 1.5.4 With agreement of the PROVIDER, maintenance of the Licensed Software in a production environment and two lower environments (typically test and development) in addition to such number of copies necessary for backup and disaster recovery purposes.

**2 TERM**

This Contract begins on October 1, 2023, and concludes on September 30, 2024.

### **3 EVALUATION CRITERIA**

- 3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
  - 3.2.1 To assist COUNTY to maintain an effective assessment system for juvenile offenders in support of research- and evidence-based practices.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 Continued integration of PACT with TechShare.Juvenile;
  - 3.3.2 Timely response and implementation of all needed updates and maintenance of the Noble Assessment Platform;
  - 3.3.3 Managing a validated, automated juvenile risk/needs assessment (Noble Assessment Platform), linked to an editable, individualized case planning system designed to increase staff engagement to reduce criminogenic needs and strengthen protective factors;

### **4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of **\$38,469.43** annually, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt from the PROVIDER:
  - 4.1.1 PROVIDER will submit an invoice for the cost of Annual Maintenance and Support Fee at \$28,106.93;
  - 4.1.2 If used by COUNTY, PROVIDER will submit an invoice for the cost of \$10,362.50 for the annual subscription for use of the Inter-rater Reliability Site;
  - 4.1.3 PROVIDER will send an invoice to Tarrant County Juvenile Services for services rendered, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;
  - 4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
  - 4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in the program, and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
  - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD, by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within twenty-four (24) hours of said call; and
  - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

## **8 FINANCIAL RESPONSIBILITY**

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

## **9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## **10 ASSIGNMENT & SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;

- 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **14 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **16 TERMINATION**

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

- 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **17 DEFAULT**

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
- 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
- 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **18 LIQUIDATED DAMAGES**

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **19 PARTIES ADDRESSES**

### **TARRANT COUNTY**

Bennie Medlin  
Tarrant County Juvenile Services, Director  
2701 Kimbo Road  
Fort Worth, TX76111

### **PROVIDER**

Noble Software Group, LLC  
Aaron Picton, Chief Financial Officer  
1320Yuba St, Ste 212  
Redding, CA 96001

## **20 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **21 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **22 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **23 REPRESENTATION AND WARRANTIES**

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## **24 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

## **25 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "B" - Family Code 231.006**)
- 26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "C")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **28 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

## **29 AMENDMENTS**

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

- 29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

### **30 TITLE**

- 30.1 PROVIDER shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Contract or any Work Order ("PROVIDER Property").
- 30.2 COUNTY shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by COUNTY without any violation of the terms of this Contract and which is not PROVIDER Property ("COUNTY Property").
- 30.3 The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the PROVIDER Property and/or COUNTY Property, which may be delivered by PROVIDER or embedded in PROVIDER'S deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:
- a. New Property which contains COUNTY'S proprietary or confidential information shall belong to COUNTY to the extent it contains such information; and
  - b. New Property which contains PROVIDER'S proprietary or confidential information shall belong to PROVIDER to the extent it contains such information; and
  - c. Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to PROVIDER.
- 30.4 Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Contract. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

### **31 LICENSE**

- 31.1 In accordance with the terms herein, PROVIDER grants to COUNTY, and COUNTY accepts from PROVIDER, a perpetual, personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Contract) object code license to use the current version of Licensed Software (or any other version provided to COUNTY by PROVIDER).
- 31.2 Software shall be able to be used at any of COUNTY'S business premises without the prior approval of PROVIDER. The Licensed Software may not be used at other locations unless PROVIDER is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by COUNTY, provided (1) the total number of User Positions at which the Licensed Software is used by COUNTY does not exceed the number of User Positions specified and (2) COUNTY provides PROVIDER with written notice within thirty (30) days after such transfer.



- 31.3 COUNTY shall have the right to use the Licensed Software at a disaster recovery facility without prior notice to PROVIDER, but shall promptly notify PROVIDER as soon as circumstances permit.
- 31.4 The Licensed Software shall be used only for the processing of COUNTY'S own business, which may include servicing and maintaining records on behalf of its customers and clients. COUNTY shall not permit any third party to use the Licensed Software. Authorized agents or contractors of COUNTY acting for COUNTY shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of PROVIDER Confidential Information to such agents or contractors will be subject to the confidentiality provisions contained herein.
- 31.5 COUNTY shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside COUNTY'S business premises by persons not employed by or under contract with COUNTY; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
- 31.6 COUNTY shall have the right to reproduce one (1) copy of the Licensed Software and Documentation for archival purposes.
- 31.7 COUNTY shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by PROVIDER, or make any attempt in any fashion except as specifically provided in this Contract to obtain the source code to the Licensed Software, nor shall COUNTY reproduce or distribute, the Licensed Software, or any part thereof, as part of any other software program. Further, COUNTY may not create any software program which makes direct function calls to any libraries which are Third Party Materials.
- 31.8 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

## **32 FORCE MAJEURE**

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, earthquake, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of PROVIDER when satisfactory evidence thereof is presented to COUNTY. COUNTY shall not be obligated to pay for any services during any time of Force Majeure.

## **32 DISCLOSURE OF INTERESTED PARTIES**

"Noble Software Group, LLC acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "D"**, with the Texas Ethics Commission as required by law".

Juvenile Assessments System  
October 1, 2023 – September 30, 2024

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Commissioners' Court Order No. \_\_\_\_\_.

TARRANT COUNTY  
STATE OF TEXAS

Noble Software Group, LLC.

X Bennie Medlin 8/17/23  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X Mr. Aaron Picton 8/10/2023  
Mr. Aaron Picton Date  
Chief Financial Officer  
1320 Yuba St, Ste 212, Redding, CA 96001

X Susan McCoy 8/16/2023  
Susan McCoy Date  
Juvenile Board Chairman  
100 N Calhoun, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

\*CERTIFICATION OF AVAILABLE FUNDS IN THE  
AMOUNT OF \$38,469.43:

\$10,362.50 – CARPA-2024  
\$28,106.93 – Grant-2004/P0030-2024/  
2610110000/569011

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

James Marvin Nichols  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Noble Software Group, LLC  
Redding, CA United States

**Certificate Number:**  
2023-1058372

**Date Filed:**  
08/10/2023

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

JS-2023-114  
juvenile assessment system

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Picton, Aaron	Redding, CA United States	X	X
	Norris, Diana	Galveston, TX United States	X	
	Winterman, Mark	Seattle, WA United States	X	
	Brown, Colby	Middleton, ID United States	X	
	Parke, Bryan	Ormond Beach, FL United States	X	

**5 Check only if there is NO Interested Party.**

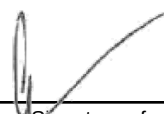
☐**6 UNSWORN DECLARATION**

My name is Aaron Picton, and my date of birth is 8/3/1979.

My address is 1773 Regent Ave, , CA, 96001, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazoria County, State of Texas, on the 10th day of August, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)