

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.**

THIS AMENDMENT NO. 2 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **SCRAM of California, Inc.** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, “Agreement”) to provide an electronic monitoring program for Probation clients (hereinafter, “services”) through December 31, 2023, for an amount not to exceed \$145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, “Amendment No. 1”) to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement’s amount by \$14,566 for a total not to exceed amount of \$160,221; and

WHEREAS, County has a continued need for services; and

WHEREAS, the Parties have negotiated a revised Fee Schedule effective March 1, 2024, attached hereto as Attachment A – Fee Schedule; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the Contractor’s Fee Schedule and to increase the Agreement’s amount by \$140,000 for a total not to exceed amount of \$300,221 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,221.

2. Amend the first sentence of Sub-Section B.1 “Compensation/Payment” of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

County shall pay an amount not to exceed **\$300,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Replace the Fee Schedule under Sub-Section B.1 “Compensation/Payment” of “Exhibit A – Scope of Services/Payment Provisions” with the revised Fee Schedule attached hereto as “Attachment A – Fee Schedule, Effective March 1, 2024.”
4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

By:

Contracts/Purchasing Officer

Date:

Approved as to Fiscal Provisions:

By: ^{DocuSigned by:}
Patricia Ruiz

Auditor/Controller

Date: 2/29/2024

Approved as to Liability Provisions:

By: _____
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blicht, Acting County Counsel

By: ^{DocuSigned by:}
Anne K. Breton

Anne K. Breton
Deputy County Counsel

Date: 2/28/2024

SCRAM of California, Inc.
Contractor's Business Name*

By: ^{DocuSigned by:}
Danny Prokosch

(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 2/28/2024

By: ^{DocuSigned by:}
Royce McDonald

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: 2/28/2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

ATTACHMENT A – FEE SCHEDULE
Effective March 1, 2024

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	\$65.00	\$9.73
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	\$65.00	\$11.43
SCRAM Remote Breath	\$65.00	\$8.50
SCRAM GPS	\$65.00	\$7.95
SCRAM Ally (with GPS)		\$1.00
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	\$65.00	\$15.65
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	\$65.00	\$17.35
Combination: SCRAM GPS + SCRAM Remote Breath	\$65.00	\$14.00
<i>Additional Product Offerings</i>		
24/7 Transdermal Drug Patch	\$65.00	\$7.35
<i>Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.</i>		
EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	\$1,000.00	
SCRAM Base Station - DEVICE	\$400.00	
SCRAM WIFI/Wireless Base Station - DEVICE	\$585.00	
SCRAM Remote Breath - DEVICE	\$800.00	
SCRAM GPS - DEVICE	\$585.00	
<p>*The lost and damaged % is based on the average active participant amount.</p> <p>CONTRACTOR’S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices ($40 \times .05 = 2$) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR’S cost to replace the equipment which is listed above.</p>		