

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.**

THIS AMENDMENT NO. 1 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, County has a continued need for services; and

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

WHEREAS, the Parties wish to amend the Agreement 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 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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 \$160,221.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 **\$160,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

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. 1 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. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

DocuSigned by:
By: Debra Wilson
7B341937AA0D41B...
Contracts/Purchasing Officer

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

Date: 1/5/2024

DocuSigned by:
By: Danny Prokosch
(Signature of Chair, President, or Vice-President)

Approved as to Fiscal Provisions:

Danny Prokosch, VP Business Development
Print Name and Title

DocuSigned by:
By: Jennifer Forsyth
Auditor/Controller

Date: 12/27/2023

Date: 1/5/2024

Approved as to Liability Provisions:

DocuSigned by:
By: Royce McDonald
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

By: _____
Risk Management**

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: _____

Date: 12/29/2023

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: Anne K. Breton
07025F3AA36B4A4...

Date: 1/4/2024

*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.