

**AMENDMENT NO. 5  
TO STANDARD AGREEMENT A-16556  
BETWEEN COUNTY OF MONTEREY AND  
SCRAM OF CALIFORNIA, INC.**

**THIS AMENDMENT NO. 5** 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**, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, “Amendment No. 2”) 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 with no change to the existing term date ending June 30, 2024; and

**WHEREAS**, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024 (hereinafter, “Renewal and Amendment No. 3”) to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor’s Fee Schedule, and to increase the Agreement’s not to exceed amount by \$200,500 for a total not to exceed amount of \$500,721; and

**WHEREAS**, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, “Amendment No. 4”) to update the CONTRACTOR’S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, and to increase the Agreement’s amount by \$409,640 for a total not to exceed amount of \$910,361; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR’S services; 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 increase the Agreement's amount by \$136,554 for a total not to exceed amount of \$1,046,915 with no change to the existing term ending June 30, 2026 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 5.

**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 \$1,046,915.

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 \$1,046,915 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. 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.

4. This Amendment No. 5 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. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: Signed by: Tom Skinner  
30F2300D748746F...  
Chief Contracts & Purchasing Officer

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

Date: 4/14/2026

By: Signed by: Danny Prokosch  
39A533A7BE1D410...  
(Signature of Chair, President, or Vice-President)

*Approved as to Fiscal Provisions:*

Danny Prokosch, VP Business Development  
Print Name and Title

By: DocuSigned by: Patricia Ruiz  
E73EF04E57454F0...  
**Auditor/Controller**

Date: 4/13/2026

Date: 4/14/2026

*Approved as to Liability Provisions:*

By: DocuSigned by: Royce McDonald  
98E26E2EAD57421...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

By: \_\_\_\_\_  
**Risk Management\*\***

Royce McDonald, General Manager  
Print Name and Title

Date: \_\_\_\_\_

Date: 4/13/2026

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

By: Signed by: Anne K. Brereton  
07025F3AA36B4A4...  
**Anne K. Brereton**  
**Deputy County Counsel**

Date: 4/13/2026

\*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.