

# ORIGINAL

## AGREEMENT FOR SERVICES #3073 AMENDMENT I

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This Amendment I to that Agreement for Services #3073, 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 SCRAM of California, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 402 W. Broadway, Suite 400, San Diego, CA 92101, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide continuous transdermal electronic alcohol monitoring equipment, SCRAM CAM Bracelet with and without the house arrest component, SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular unit, and SCRAM Remote Breath, along with access to SCRAM System Program Management Center (currently known as SCRAMNET), and provide necessary equipment and interest based software program training to staff on an "as-requested" basis for the Probation Department in accordance with Agreement for Services #3073, dated June 12, 2018, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the not to exceed amount of the agreement, hereby amending **ARTICLE III Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #3073 shall be amended a first time as follows:

### ARTICLE III

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

For the purposes of this Agreement, the billing rate shall be in accordance with "Exhibit B, Contract #00212 with Alcohol Monitoring Systems for Electronic Monitoring of Offenders; Appendix E, Price Sheets" or "Exhibit C, SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit, SCRAM Remote Breath Pricing".

All SCRAM System products and consumables will be shipped by ground unless special circumstances exist. Contractor pays the cost of ground shipment and County pays the cost if an express shipment (e.g. air) is requested.

Total amount of this Agreement shall not exceed \$315,000.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:


County of El Dorado  
Probation Department  
Accounts Payable  
3974 Durock Road, Suite 205  
Shingle Springs, California 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XII, Default, Termination, and Cancellation.**

Except as herein amended, all other parts and sections of that Agreement #3073 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Gary Romanko  
Deputy Chief Probation Officer  
Probation Department

Dated: 4/11/19

**Requesting Department Head Concurrence:**

By:   
Brian Richart  
Chief Probation Officer  
Probation Department

Dated: 4/10/19

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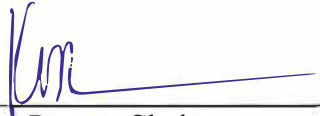
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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #3073 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/14/2019  
By:  Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5/14/2019

-- CONTRACTOR --

SCRAM of California, Inc.  
A California Corporation

By:   
Royce McDonald  
Chief Operating Officer  
"Contractor"

Dated: 4/9/19