

SCRAM of California, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7784

THIS FIRST AMENDMENT to that Agreement for Services #7784 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 5050 Murphy Canyon Road #220, San Diego, California 92123 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide continuous transdermal electronic alcohol monitoring equipment, including SCRAM Continuous Alcohol Monitoring (CAM), SCRAM Remote Breath, SCRAM OPS, and SCRAM Ally Victim Notification App; and necessary equipment and internet-based software program training to staff on an as needed basis for the Probation Department pursuant to Agreement for Services #7784, dated July 18, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$760,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's notice recipient information, amending **ARTICLE XIII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update the provisions of the California Levine Act, amending **ARTICLE XIX, Conflict of Interest**, and adding **Exhibit A-1, Updated California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXV, Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7784 on the following terms and conditions:

I. ARTICLE III, Compensation for Services, Paragraph Four, of the Article is amended to read as follows:

Total amount of this Agreement, as amended, shall not exceed \$3,280,000, inclusive of all costs, taxes, and expenses.

- II. **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Probation Department
3974 Durock Rd, Suite 205
Shingle Springs, CA 95682

Attn: Michael Boyd
Deputy Chief Probation Officer

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667

Attn: Michele Weimer, MPA, CPPO
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

SCRAM of California, Inc.
5050 Murphy Canyon Road #220
San Diego, CA 92123

Attn: Royce McDonald, Vice President

or to such other location as the Consultant directs.

- III. **ARTICLE XIX, Conflict of Interest**, the last paragraph of the Article, is replaced to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," and Exhibit A-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

- IV. **ARTICLE XXV, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Boyd, Deputy Chief Probation Officer, Probation Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #7784 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7784 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

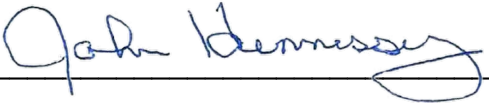
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SCRAM OF CALIFORNIA, INC. --

By:  _____

Dated: 7/30/2026

John Hennessey
Chief Operating Officer
"Contractor"

SCRAM of California, Inc.

Exhibit A-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

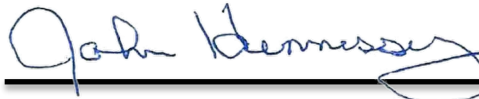
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

7/30/2026

Date

SCRAM of California, Inc.

Type or write name of company



Signature of authorized individual

John Hennessey

Type or write name of authorized individual