

**SCRAM OF CALIFORNIA, INC.**

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #4371**

This Amendment IV to that Agreement for Services #4371, 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 555 W. Beech St, 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 internet based software program training to staff on an "as-requested" basis for the Probation Department in accordance with Agreement for Services #4371, dated January 1, 2019; its Amendment I, dated May 18, 2021; its Amendment II, dated January 11, 2022; and its Amendment III, dated October 11, 2022; incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to revise the term of the Agreement, hereby amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto have mutually agreed to revise the Compensation for Services of the Agreement, hereby amending **ARTICLE III Compensation for Services**; and

**WHEREAS**, the parties hereto desire to amend the Agreement to include verbiage pertaining to the California Levine Act, hereby amending **ARTICLE XIX – Conflict of Interest**;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4371 shall be amended a fourth time as follows:

**I. ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2020, through May 31, 2023.

**II. ARTICLE III, Compensation for Services, Paragraph Six** of the Agreement is amended to read as follows:

The total amount of this Agreement shall not exceed \$1,650,000.00, inclusive of all costs, taxes, and expenses.

**III. ARTICLE XIX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

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

Except as herein amended, all other parts and sections of that Agreement #4371 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this fourth Amendment to that Agreement for Services #4371 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

SCRAM of California, Inc.  
A California Corporation

By: \_\_\_\_\_  
Royce McDonald  
Chief Operating Officer  
"Contractor"

Dated: \_\_\_\_\_

**SCRAM of California, Inc.**

**Exhibit D**

**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 receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) 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 disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/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 contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board 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 of more than \$250 to an Officer of the County of El Dorado in the three months following any Board 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 Board Member(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual