

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & Ecology Action of Santa Cruz**

THIS AMENDMENT is made to the AGREEMENT for BrightAction platform site hosting and outreach subscription_____ services by and between **Ecology Action of Santa Cruz**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., “PAYMENTS BY THE COUNTY” shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$13,500.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$41,500.00*”
2. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
1. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from 05/26/2022 to 05/6/2023, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from 05/26/2022 to 12/31/2026, unless sooner terminated pursuant to the terms of this Agreement”.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated May 27, 2022.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 
Signature of Chair, President, or
Vice-President

Dated: _____

Kirsten Liske VP Community Programs

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 5/10/2024

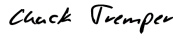
DocuSigned by:



Deputy Auditor/Controller

Dated: 5/13/2024 | 11:36 AM PDT

DocuSigned by:

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Chuck Tremper COO

Printed Name and Title

Approved as to Liability Provisions:

Dated: 5/10/2024

DocuSigned by:




Risk Management

Dated: 5/13/2024 | 10:37 AM PDT

Approved as to Form:

DocuSigned by:



Deputy County Counsel

Dated: 5/13/2024 | 10:36 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Revised EXHIBIT-A

To Agreement by and between
[the County of Monterey], hereinafter referred to as “County”
AND

[Ecology Action of Santa Cruz], hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The County of Monterey joined the Central Coast Community Action Campaign in 2022 to organize community members to reduce emissions, prepare for climate change and achieve an equitable transition. The Costs for the program are distributed on a per-County population basis. The cost for launch and two years of hosting the BrightAction platform for the County of Monterey was \$27,000 in total. Of the original \$27,000, the County of Monterey has paid \$13,500. The remaining \$13,500 will be paid for the platform launch and two years of membership for the 2022-2023 hosting subscription under this agreement. Ecology Action has secured grant and other contribution funds to lower the next 2-year platform hosting subscription cost to \$18,000 for the years of 2024-2025. Ecology Action shall provide yearly Outreach Subscriptions for customized assets, outreach, and community engagement activities at a rate of \$5,000 each year. Local jurisdictions within Monterey County may contribute funds to lower both the platform hosting and Outreach Subscription costs to the County. The remaining 2022-2023 subscription cost, 2024-2025 subscription, and 2 years of Outreach Subscriptions bring the total cost of this agreement to \$41,500.

The **2024-2025 2-year BrightAction platform hosting subscription** includes:

- **A BrightAction platform action hosted site** for Monterey County with two customizable City landing pages included in the site for cities that join in with meaningful funding support. Customized and hosted through December 31, 2025.
- **Central Coast Campaign Marketing Support**
 - County specific program logo, and social media templates and a flier Monterey County customize and use.
- **Customization, coordination and enrollment assistance** from campaign staff from your local partner nonprofit, Ecology Action to solicit information from your agency and other local agencies to customize the BrightAction site.

Outreach Subscriptions provide 1 year of the following services:

Research/Identify Target Groups:

- Solicit feedback from agency partners on any target groups, organizations and

neighborhoods.

- Research and identify civic groups, neighborhood chapters, clubs, organizations with mission alignment, and school groups.

Engagement Plan:

- Connect with agency partners for best practices for engagement specific to Monterey County residents (what’s worked in the past, what efforts were not as successful and why).
- Develop engagement strategy for Team and Community Group engagement on the platform including solicitations, presentations/trainings, and follow-up support.
- Develop engagement strategy for targeted neighborhoods including solicitation plan, messaging, outreach methodology and follow-up needs.

Marketing Assets & Community Outreach Materials:

- In conjunction with agency partners, identify local resources/rebates/incentives for resource and money savings for residents and incorporate into marketing assets.
- Create marketing assets for social channels, online invitations, and in-person solicitations based around targeted resource and money saving resources.
- Provide social copy and content for agency partners to share on their existing channels. Make recommendations for best practices.
- Identify other partners, mission-aligned organizations, libraries, community centers that can help share content via their communication channels.

Trainings

- Develop recorded trainings for partner agency members on RCC community engagement best practices.
- Develop media training on best practices for using existing agency communication channels to highlight RCC.

Targets

- 350 community members enrolled on the Monterey County platform.
- 400 climate actions either completed or committed to by residents.

Payment shall be made in one lump sum at the time of invoicing.

Please submit payment to:

Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA, 95062

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$41,500 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Original 2022-2023 Resilient Central Coast Platform Launch & Subscription: One-time payment of \$13,500
2024-2025 Resilient Central Coast Platform BrightAction hosting Subscription: \$18,000
Outreach Subscription x 2: \$5,000/year

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.