

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THE SOCIAL CHANGERY, LLC**

THIS AMENDMENT NO. 1 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and The Social Changery, LLC. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on November 17, 2023, County and CONTRACTOR entered into Agreement in the amount of \$70,000 for the term November 17, 2023, through June 30, 2024, for the provision social media messaging and educational games that empower youth to make informed decisions for their health and increase critical thinking skills; and

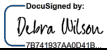
WHEREAS the County and CONTRACTOR wish to amend the AGREEMENT to revise EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to reflect an increase of \$99,750 to the budget as agreed to by both parties for a revised total AGREEMENT in the amount of \$169,750;

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

1. **Paragraph 2, "Payment Provisions", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$70,000.**" **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$169,750.**".
2. **EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS.** All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on November 17, 2023.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 4/1/2024 | 8:33 AM PDT

By: 
Elsa Mendoza Jimenez, Director of Health Services

Date: 4/2/2024 | 8:31 AM PDT

Approved as to Form

By: 
County Counsel

Date: 3/29/2024 | 9:02 AM PDT

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4/1/2024 | 7:08 AM PDT

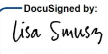
Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

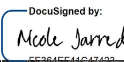
CONTRACTOR

The Social Changery, LLC

By: 
Signature of Chair, President, or Vice President

Lisa Smusz, CEO/Principal
Name and Title

Date: 3/18/2024 | 10:36 AM PDT

By: 
Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer
Nicole Jarred, COO/Principal

Name and Title

Date: 3/19/2024 | 3:34 PM 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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT-A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
The Social Changery, LLC, 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 Social Changery, LLC will assist the County of Monterey’s Cannabis Education Program to expand existing [Cannabis] Decoded social media messaging that empowers and supports local high school youth to make informed decisions for their health and futures. In addition, the Social Changery will provide 250 educational escape game packets that will be distributed to local high schools to engage Monterey County youth and young adults. The [Cannabis] Decoded game aims to provide youth with critical thinking and decision-making skills to resist peer pressure and delay the initiation of cannabis use.

A.2 The Social Changery will create media assets and collateral material with driving under the influence (DUI) messaging that align with the grant from the Office of Traffic Safety to encourage people who use cannabis to avoid driving.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$169,750 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:

The Social Changery		
Description	Timeline	Total Amount
<p>[Cannabis] Youth Education Materials By implementing the Decoded Escape Game, we aim to engage and educate our target audience while equipping them with critical thinking and decision-making skills necessary to make healthier choices.</p> <p>The Decoded Escape Game Implementation package includes:</p> <ul style="list-style-type: none"> •Facilitation Training Session: One virtual training session for up to 10 prospective facilitators selected by County of Monterey to ensure the successful implementation of the Decoded Escape Game. •Facilitation and debrief guide. •All gameplay materials required for up to 1000 players (250 game packets that serve up to 4 players in a team, or 250 individual players). 	Upon Execution – December 31, 2023	\$9,000
<p>[Cannabis] Decoded media and marketing plan includes the following key components:</p> <ul style="list-style-type: none"> •Develop campaign media and marketing plan specific to the County of Monterey. •Develop media assets and other content needed to implement the media and marketing plan. •Implement the local media and marketing plan, including a report with an analysis of reach and engagement metrics. 	Upon Execution – June 30, 2024	\$61,000
<p>Participation in [DUI] Decoded campaign:</p> <p>Create social media assets with DUI messaging, content sourcing, and continuous monitoring, tracking, and engagement management for the campaign social media channels for the duration of the contract period. This includes the design of 12 new social media assets, creating a content calendar, and implementing plans for increasing organic growth and sustainability.</p>	Upon Execution – June 30, 2024	\$22,500
<p>[DUI] Decoded media and marketing plan includes the following key components:</p> <ul style="list-style-type: none"> •Develop campaign media and marketing plan specific to the Office of Traffic Safety grant to encourage people who use cannabis to avoid driving. •Develop media assets and content, targeting 18–25-year-olds needed to implement the media and marketing plan. •Implement the local media and marketing plan, including a report with an analysis of reach and engagement metrics. 	Upon Execution – June 30, 2024	\$65,000
<p>[DUI] Decoded Collateral Material:</p> <p>Develop a collateral material such as a die-cut card with a QR code encouraging people to take Lyft or Uber if they are using cannabis to avoid a DUI or an accident. Material will include a partnership with a major rideshare company to provide a discount (\$5 off a ride, etc.) for the person scanning the code. Printing is included for up to 300 pieces.</p>	Upon Execution – June 30, 2024	\$12,250
Not to exceed amount		\$169,750

Upon completion of activities, please submit invoices for allowable expenses incurred from execution through June 30, 2024.

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.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFiscal@co.monterey.ca.us

County of Monterey Health Department
Public Health-Michelle House
1441 Schilling Place-South 1st Floor
Salinas, CA 93906
(831) 755-4607
housem@co.monterey.ca.us

Invoices shall:

- a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b. Bear the Contractor's name as shown on the agreement.
- c. Be submitted monthly.
- d. Identify the billing and/or performance period covered by the invoice.
- e. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.