

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
THE SOCIAL CHANGERY, LLC**

**THIS AMENDMENT NO. 2** 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**, on April 2, 2024, County and CONTRACTOR entered into Amendment No. 1 to Agreement, to revise EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS and increasing the maximum contract liability to \$169,750; and

**WHEREAS** the County and CONTRACTOR wish to extend the term of AGREEMENT to June 30, 2025, revise EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS and to increase the contract liability to \$209,750.

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

1. **Section 2.0, "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 **\$169,750.**" **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$209,750.**".
2. **Section 3.01, shall be amended by removing** "The term of this Agreement is from upon execution to June 30, **2024**, unless sooner terminated pursuant to the terms of this Agreement." **and replacing it with** "The term of this Agreement is from upon execution to June 30, **2025**, unless sooner terminated pursuant to the terms of this Agreement.".
3. **EXHIBIT A-1: Scope of Services/Payment Provisions:** Exhibit A-1 is deleted and replaced in its entirety and attached hereto as EXHIBIT A-2. All references in the Agreement A-1 shall be constructed to refer to Exhibit A-2.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall

continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by County on November 17, 2023.

**\*\*\* REMAINDER LEFT INTENTIONAL BLANK \*\*\***

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health Services

Date: \_\_\_\_\_

Approved as to Form

By: DocuSigned by:  
Shane Ekin Strong  
A3008E208761419...  
County Counsel

Date: 5/21/2024 | 2:59 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:  
Jennifer Forsyth  
4E7E097873494E...  
Auditor/Controller

Date: 5/22/2024 | 12:27 PM 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/Manager  
Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer

Nicole Jarred, COO/Manager  
Name and Title

Date: \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required