

**ORIGINAL**

**COUNTY OF MONTEREY**

**AMENDMENT # 1 to AGREEMENT #PSA1072**

**TMD Creative (The Marketing Department)**

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and TMD Creative (The Marketing Department) (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for website maintenance and marketing support between the parties executed on August 18, 2016 (hereinafter, "Original Agreement ") by **adding \$54,677, effective March 1, 2017, for development and transition of materials and web design to language and layout required under the Continuum of Care Reform (CCR), increasing the total contract amount to \$154,412.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: website maintenance and marketing support for the Family-to-Family Initiative to **comply with the Continuum of Care Reform (CCR).**

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. **The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$154,412.00.**

3. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
<b>Exhibit B</b>	<b>DSES Additional Provisions</b>
<b>Exhibit CC</b>	<b>Program Budget</b>
<b>Exhibit DD</b>	<b>Billing Summary/Claim Form</b>
<b>Exhibit E</b>	<b>Sub-Contractor Report of Expenditures</b>
<b>Exhibit F</b>	<b>Child Abuse and Neglect Reporting</b>



4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.01 Monthly Claims by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in Exhibit DD.

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as Exhibit CC. Only the costs listed in Exhibit CC as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in Exhibit AA. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibit AA unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by Exhibits AA, CC and DD, attached.

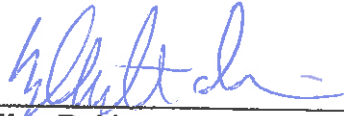
If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

*(remainder of this page intentionally left blank)*

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson  
Director, DSS

Date: 4/12/17

**CONTRACTOR:**

TMD Creative  
By:   
(Chair, President, Vice-President)

Nicholas M. Pasculli Pres.  
(Print Name & Title)

Date: 2/22/17

**Approved as to Form:**

  
Deputy County Counsel

Date: 3-9-17

By:   
(Secretary, CFO, Treasurer)

Debra Pascasio ASST Treas.  
(Print Name and Title)

Date: 2/22/17

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 3/10/17

Scope of Services/Payment Provisions  
TMD Creative  
July 1, 2016 – June 30, 2017

I. CONTACT INFORMATION

Contractor: Nicholas Pasculli, President  
TMD Creative  
90 West Alisal  
Salinas, CA 93901  
phone: (831) 758-6425  
fax: (831) 758-3949

County: Daniel Bach, MAII  
Monterey County DSS  
1000 South Main Street, Ste. 205  
Salinas, CA 93901  
phone: (831) 796-3525  
fax: (831) 784-2123  
[bachd@co.monterey.ca.us](mailto:bachd@co.monterey.ca.us)

II. SCOPE OF WORK – Family-to-Family

**CONTRACTOR** shall provide ongoing technical marketing assistance and web-site development for the Family-to-Family website to comply with the requirements of the Continuum of Care Reform (CCR). This includes support, maintenance and continued development of materials for Family-to-Family efforts aimed at recruiting Foster Care/Adoptive caregivers. Activities may include but are not limited to:

- **Incorporate Family-to-Family branding adjustments and new CCR requirements to the Resource Family Brochure, Quick Tools, Desk Reference Guides, Website, and Social Marketing Materials;**
- **Web support for Family-to-Family;**
- **Social Media Integration, monthly maintenance and support for Family-to-Family;**
- **Coordination, development and purchasing of television, radio and print ads that promote Family-to-Family. All ads and purchasing to be coordinated with Department of Social Services (FCS) point of contact;**
- **Development of two (2) 30 second commercials (English and Spanish) to be aired December 2016 and May 2017;**
- **Marketing design to update existing materials and to develop new outreach and recruitment tools;**
- **Printing of new materials.**

**III. PAYMENT PROVISIONS**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. This Agreement is based on a not-to-exceed amount per deliverable as identified in **Exhibit CC, Budget**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month in the form set forth in **Exhibit DD, Invoice**.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred fifty-four thousand, four hundred twelve dollars (\$154,412.00)**.

*(remainder of this page intentionally left blank)*

TMD Creative  
July 1, 2016 - June 30, 2017  
BUDGET

EXHIBIT CC

Name Of Agency: TMD Creative

CATEGORY	FAMILY-TO-FAMILY
Website Development	25,000
Website Maintenance	1,000
Social Media Support	2,500
Print Material Design	27,000
Television Placement	40,000
Radio Placement	12,000
Newspaper Placement	17,000
Media Production	14,000
Miscellaneous	3,000
Subtotal	141,500
Sales Tax 7/1/16 - 12/31/16 9.125%	
1/1/17 - 6/30/17 8.875%	12,912
<b>TOTAL</b>	<b>\$154,412</b>

**TMD Creative**  
**July 1, 2016 - June 30, 2017**  
**Billing Summary/Claim**

**Exhibit DD**

**Invoice # 2017-001**

Name Of Agency: TMD Creative

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Website Development	25,000		
Website Maintenance	1,000		
Social Media Support	2,500		
Print Material Design	27,000		
Television Placement	40,000		
Radio Placement	12,000		
Newspaper Placement	17,000		
Media Production	14,000		
Miscellaneous	3,000		
Subtotal	141,500		
Sales Tax 7/1/16 - 12/31/16 9.125% 1/1/17 - 6/30/17 8.875%	12,912		
<b>TOTAL</b>	<b>\$154,412</b>		

I hereby certify that this report is correct and complete to the best of my knowledge.

Authorized signature



Title

President

Phone Number

831 758 6425

Date

2/21/17

\_\_\_\_\_  
 Monterey County DSS Authorized Signature

\_\_\_\_\_  
 Date