

**COUNTY OF MONTEREY**  
**AMENDMENT #1 to Agreement #5010-30**  
**TMD Creative**

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**This Amendment** is made and entered into by and between the County of Monterey Department of Social Services, Family and Children’s Services (hereafter “COUNTY”), and TMD Creative (hereafter “CONTRACTOR”).

The amendment modifies the agreement to add an additional \$5,000 to the Family to Family budget to allow for Marketing and Branding work in partnership with the County’s Child Abuse Prevention Council (hereafter CAPC). The original Agreement was originally executed on June 29, 2020 (hereafter “Original Agreement”).

**Whereas**, the COUNTY and CONTRACTOR wish to amend the Original Agreement by **adding \$5,000 increasing the contract total to \$115,500.00**. These modifications enable the CONTRACTOR to support marketing and rebranding endeavors of Monterey County’s CAPC, which addresses primary prevention outreach and training for the communities at-risk families and agencies who serve this population.

**Now Therefore**, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

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: Provide technical marketing assistance and website development for the Family to Family website.

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 the CONTRACTOR under this Agreement shall not exceed the sum of **\$115,500.00**.

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

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

- Exhibit AA: Scope of Services/Payment Provisions**
- Exhibit A2: Scope of Services/Payment Provisions
- Exhibit B: DSS Additional Provisions
- Exhibit CC: Budget**
- Exhibit C2: Budget
- Exhibit DD: Billing Summary/Claim**
- Exhibit D2: Billing Summary/Claim
- Exhibit E: Child Abuse & Neglect Reporting
- Exhibit F: HIPPA Certification
- Exhibit G: Lobbying Certification
- Exhibit H: Elder Abuse & Neglect Reporting

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

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**TMD Creative**

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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/invoices by CONTRACTOR:** not later than the 10<sup>th</sup> day of the first month following the end of the month during which costs were incurred, using the forms presented in **Exhibit DD and D2.**

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 and C2.** Only the costs listed in **Exhibit CC and C2** 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 and A2.** CONTRACTOR shall meet the contracted level, of services and the specified performance standards described in **Exhibit AA and A2** unless prevented from doing so by circumstances beyond the 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.**

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 page intentionally left blank)*

**OF MONTEREY**

**AMENDMENT #1 to Agreement #5010-30**

**TMD Creative**

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

**COUNTY OF MONTEREY:**

DocuSigned by:  
Loni A. Medina, DSS Director  
4614E7CD5EC7426  
DSS Director

Date: 11/5/2020 | 11:14 AM PST

**CONTRACTOR:**

TMD Creative  
DocuSigned by:  
Nicholas Pasculli, President  
(Chair, President, Vice-President)

Date: \_\_\_\_\_  
(Print Name & Title)  
11/2/2020 | 4:52 PM PST

DocuSigned by:  
Debra Pascasio  
CCC5BB58598E457...  
By: \_\_\_\_\_  
(Secretary, CFO, Treasurer)  
11/3/2020 | 12:52 PM PST

\_\_\_\_\_  
(Print Name and Title)  
Date: \_\_\_\_\_

**Approved as to Form:**

DocuSigned by:  
Anne Breton, County Counsel  
07025F3AA3884A4...  
Deputy County Counsel

Date: 11/4/2020 | 3:51 PM PST

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449...  
Auditor-Controller's Office

Date: 11/4/2020 | 3:53 PM PST

**TMD Creative**  
**Scope of Services/Payment Provisions • Family to Family**

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*July 1, 2020 – June 30, 2021*

**I. CONTACT INFORMATION**

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

**County:** **Patricia L. Hernandez, J.D., Management Analyst**  
**Monterey County DSS**  
1000 South Main Street, Ste. 206  
Salinas, CA 93901  
Phone: (831) 759-6768  
Fax: (831) 784-2123  
[hernandezpl@co.monterey.ca.us](mailto:hernandezpl@co.monterey.ca.us)

**CAPC:** **Ginger Pierce, CAPC Director**  
[piercevr@co.monterey.ca.us](mailto:piercevr@co.monterey.ca.us)

**III. SCOPE OF WORK**

**CONTRACTOR** shall provide ongoing technical marketing assistance and web-site development/maintenance for the Family-to-Family website. 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:

- 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 2019 and May 2020
- Marketing design to update existing materials and to develop new outreach and recruitment tools; and
- Printing of new materials.

**EXHIBIT AA**

- **Marketing and branding updates for the County's Child Abuse Prevention Council (CAPC)**

**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 and ten thousand, five hundred dollars (\$110,500.00)**.

*(Remainder of this page intentionally left blank)*

TMD Creative  
July 1, 2020 - June 30, 2021  
BUDGET

EXHIBIT CC

Name Of Agency: TMD Creative

CATEGORY	FAMILY-TO-FAMILY
Social Media Marketing and Development	\$6,500
Website Maintenance	2,000
Website Expansion	3,000
Print Material Design	5,000
Television Placment	40,000
Radio Placment	14,000
Newspaper Placment	17,000
Media Production	7,000
Miscellaneous	2,000
<b>CAPC Marketing and Branding</b>	<b>5,000</b>
Subtotal	101,500
Sales Tax 9.25%	9,000
<b>TOTAL</b>	<b>\$110,500</b>

TMD Creative  
 July 1, 2020 - June 30, 2021  
**Billing Summary/Claim**

**Exhibit DD**

Invoice Number: \_\_\_\_\_

Name Of Agency: TMD Creative

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Social Media Marketing and Development	\$6,500		
Website Maintenance	\$ 2,000		
Website Expansion	\$ 3,000		
Print Material Design	\$ 5,000		
Television Placment	\$ 40,000		
Radio Placment	\$ 14,000		
Newspaper Placment	\$ 17,000		
Media Production	\$ 7,000		
Miscellaneous	\$ 2,000		
<b>CAPC Marketing and Branding</b>	<b>\$ 5,000</b>		
Subtotal	\$ 101,500		
Sales Tax 9.25%	\$ 9,000		
<b>TOTAL</b>	<b>\$110,500</b>		

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

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Monterey County DSS Authorized Signature

Date