

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Tovar Strategies Inc. dba TMD Creative Inc.

This Amendment No. 1 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of \$171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Re-characterize and title the scope of services in the original agreement as “Program 1: MHSSA Grant Program”.
2. Create a new “Program 2: Rainbow Connections Innovation Program Supports” with a budget of \$51,500.
3. Extend the term of this agreement ending August 30, 2025 to June 30, 2026.
4. Revise the total maximum Agreement amount to \$223,400 for the term of October 15, 2023 through June 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. 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.
2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment 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 dated October 15, 2023.

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

COUNTY OF MONTEREY

By: DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/13/2024 | 11:16 AM PDT

By: DocuSigned by:
Shane E. Strong
67A30BA58CA0423...
Department Head

Date: 9/6/2024 | 10:01 AM PDT

Approved as to Form ¹
By: Signed by:
Shane E. Strong
A9006E208764419...
County Counsel

Date: 8/12/2024 | 2:41 PM PDT

Approved as to Fiscal Provisions²
By: DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor-Controller

Date: 8/13/2024 | 7:28 AM PDT

Approved as to Liability Provisions³
By: _____
Risk Management

Date: _____

CONTRACTOR

Tovar Strategies Inc.

By: DocuSigned by:
Monica Tovar
8823310512564F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 7/31/2024 | 6:03 PM PDT

By: DocuSigned by:
William Tovar
AC31DE0F6C3B42A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 7/31/2024 | 5:54 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between

County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"

AND

Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

I. PROGRAM SCOPE OF SERVICES

Program 1: MHSSA Grant Program

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

CONTRACTOR will provide content management, metrics, social media design and management, paid ad placement, and video and photography services in accordance with the -- needs of the county to meet these objectives.

B. SERVICES

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

1. Website Development

- a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
- b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
- c) COUNTY shall provide necessary text and content information needed for all pages.
- d) CONTRACTOR shall provide content review and editing for all pages of the site.

- e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.
2. Design, Messaging and Strategy
- a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
 - b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
 - c) CONTRACTOR shall meet with the COUNTY a minimum of 2 hours to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
 - d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
 - e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
 - f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
 - g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
 - h) CONTRACTOR shall provide printed materials and/or swag items as requested by COUNTY.
3. Social Media
- a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
 - b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
 - c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
 - d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
 - e) CONTRACTOR agrees to post a minimum of two posts per week on each platform agreed upon by CONTRACTOR and COUNTY.
 - f) CONTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
 - g) CONTRACTOR shall provide up to 24 months of sponsored ad oversight to better engage with target audiences and drive individuals to specific calls to action.

4. Photography and Videography

- a) CONTRACTOR shall provide photography and videography services at the rate specified in Rate Table.
- b) CONTRACTOR shall include the editing and toning of all professional photographs to be used on the site in the photography fee rate specified in Rate Table.
- c) CONTRACTOR shall guarantee that photographer will follow best practices with all photography and editing, and shall provide 2 hours of reshoot at no additional cost if requested by COUNTY.
- d) CONTRACTOR acknowledges that all professional photos taken, and all stock photos purchased for the purpose of this agreement are the property of the County of Monterey.
- e) CONTRACTOR shall create, shoot, and edit videos up to two minutes long in English and Spanish at rate specified in Rate Table below.

5. Television Media Placement

- a) CONTRACTOR shall provide the opportunity for outreach and community engagement through paid advertising space on KION 46, FOX 35, Telemundo, and CW as part of their Be Mindful campaign.

6. Spanish Translation Services

- a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
- b) COUNTY shall determine what content will need to be translated.
- c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
- d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.

7. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy.D.
Deputy Director, Child and Adolescent Services
Monterey County Behavioral Health Bureau
331 N Sanborn Rd
Salinas, CA 93905
(831)784-2170

Program 2: Rainbow Connections Innovation Program Supports

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Rainbow Connections grant to implement a systems approach to establish a county-wide network of providers that collaborate and interconnect to improve school climate and cultivate environments of belonging for LGBTQ youth at home, school, and in their communities that empower, value, and embrace diversity. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for underserved groups, grant funding was allocated for media specialist services.

CONTRACTOR will provide creative direction and oversight for branding and media content to increase awareness of and linkage to mental health services for students, families, and their community.

B. SERVICES

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

1. Design, Messaging and Strategy

- a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
- b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
- c) CONTRACTOR shall meet with the COUNTY a minimum of 2 hours to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
- d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
- e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
- f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
- g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.

2. Social Media

- a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
- b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
- c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
- d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
- e) CONTRACTOR agrees to post a minimum of one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
- f) CONTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.

3. Spanish Translation Services

- a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
- b) COUNTY shall determine what content will need to be translated.
- c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
- d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.

4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Children's Behavioral Health, Services to Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. County shall pay a maximum amount not to exceed **\$223,400** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.
2. The total compensation for services rendered shall be based on the following rates:

MHSSA Grant Program		
<u>DELIVERABLE</u>	<u>TERMS</u>	<u>RATE</u>
Website Development		
Investment	Not to exceed 80 hours per year and \$26,400 total.	\$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and \$12,000 total.	\$150/hour
Design Services	Not to exceed 80 hours per year and \$26,400 total.	\$165/hour
Print Investment	Not to exceed \$12,000 of materials.	Up to \$12,000 total.
Social Media		
Social Media Management	Up to 24 Months of Social Media management. Includes 2 posts per week. Work shall not exceed 10 hours per month. Total cost will not exceed \$28,800.	\$1,200/month
Social Media Paid Ad Placement	Up to 24 Months of sponsored ad oversight at \$24,000.	\$1,000/month
Photography and Videography		
Photography	Not to exceed 4 hours of shooting and photo editing per year and \$3,200 total.	\$400/hour
Video Production: English	Not to exceed 3 hours of shooting and editing per year and \$5,000 total.	\$833.33/hour
Video Production: Spanish	Not to exceed 3 hours of shooting and editing per year and \$5,000 total.	\$833.33/hour
Television Media Placement		
Media Placement	\$350 per 30-second spot. Not to exceed \$21,000 total.	\$350/30-second spot
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour
Spanish Translation – Social Media Materials	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour

Total	\$171,900	
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Rainbow Connections Innovation Program Supports		
<u>DELIVERABLE</u>	<u>TERMS</u>	<u>RATE</u>
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours and \$8,000 total.	\$200/hour
Design Services	Not to exceed 80 hours and \$26,400 total.	\$330/hour
Social Media Management		
Social Media Management	Up to 12 Months of Social Media management. Includes 1 posts per week. Work shall not exceed 10 hours per month. Total cost will not exceed \$14,400.	\$1,200/month
Translation Services		
Spanish Translation – Website, Marketing Materials, Social Media Materials	Not to exceed 10 hours and \$2,700 total.	\$270/hour
Total	\$ 51,500	

Program	<u>Total</u>
MHSSA Grant Program	\$171,900
Rainbow Connections Innovation Program Supports	\$ 51,500
Grand Total	\$223,400

3. There shall be no travel reimbursement allowed during this Agreement.
4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Forms for services rendered via email to MCHDBHFinance@co.monterey.ca.us.
5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.
3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
4. 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.
5. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C-1		County of Monterey Behavioral Health - Invoice Form				
Contractor: Tovar Strategies, Inc. dba TMD Creative		Invoice Number:				
Address Line 1: 90 West Alisal Street		County PO No.:				
Address Line 2: Salinas, CA 93901		Invoice Period:				
Tel. No.: 831-758-6425		Program: MHSSA				
Contract Term: Upon Execution to 8/30/2025		Final Invoice : (Check if Yes)				
BH Division : Behavioral Health				BH Control Number		
Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	Website Development - Investment - Rate Per Hour	\$165.00				
	Messaging and Strategy - Rate Per Month	\$500.00				
	Design Services - Rate Per Hour	\$165.00				
	Print Investment - See Exhibit A - Rate Table for Details (\$12,000 maximum)					
	Social Media Management - Rate Per Month	\$1,200.00				
	Social Media Paid Ad Placement - Rate Per Month	\$1,000.00				
	Photography - Rate Per Hour	\$400.00				
	Video Production - English - Rate Per Hour	\$833.33				
	Video Production - Spanish - Rate Per Hour	\$833.33				
	Television Media Placement - Rate Per 30-Second Spot	\$350.00				
	Translation Services - Spanish - Website - Rate Per Hour	\$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	\$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	\$135.00				
TOTALS:						
Provide Details for each Date Service:						

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
Title: _____

Date: _____
Telephone: _____

Email to: MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment
	Authorized Signatory _____ Date _____

EXHIBIT C-1		County of Monterey Behavioral Health - Invoice Form				
Contractor: Tovar Strategies, Inc. dba TMD Creative		Invoice Number:				
Address Line 1: 90 West Alisal Street		County PO No.:				
Address Line 2: Salinas, CA 93901		Invoice Period:				
Tel. No.: 831-758-6425		Program: Rainbow Connections				
Contract Term: Upon Execution to 8/30/2025		Final Invoice : (Check if Yes)				
BH Division : Behavioral Health				BH Control Number		
Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	Messaging an Strategy -Rate per hour	\$200.00				
	Design Services - Rate Per Hour	\$330.00				
	Translation Services- Spanish	\$270.00				
	Social Media Management - Rate per Month	\$1,200.00				
TOTALS:						
Provide Details for each Date Service:						

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
Title: _____

Date: _____
Telephone: _____

Email to: MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment
	Authorized Signatory _____ Date _____