

## **AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415.

**NOW THEREFORE**, the 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 shall not exceed the sum of \$113,284”, and replacing it with “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$168,415”.**
2. **Exhibit C-3, “Scope of Services/Payment Provisions (Strategic Planning Process for Hitchcock Road Animal Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit C-3 shall be construed to refer to Exhibit C.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 3 shall be effective upon execution.

\*\*\*\*\* *Signature Page to Follow* \*\*\*\*\*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson

Contracts Purchasing Officer  
Contracts & Purchasing Officer

Dated: 10/18/2024 | 10:06 AM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:

Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller  
Auditor Controller Analyst I  
Dated:  
10/18/2024 | 7:40 AM PDT

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

DocuSigned by:

Stacy Saetta Stacy Saetta

Deputy County Counsel  
Chief Deputy County Counsel  
Dated: 10/17/2024 | 1:50 PM PDT

Director of Health Services

Dated:

**\*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.

CONTRACTOR – Raimi + Associates, Inc.

DocuSigned by:

By: Matthew D. Raimi

Signature of Chair, President, or  
Vice-President

Matthew D. Raimi President and CEO  
Printed Name and Title

Dated: 10/10/2024 | 5:23 PM PDT

DocuSigned by:

By: Kym Dorman

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Kym Dorman COO  
Printed Name and Title

Dated: 10/9/2024 | 3:30 PM PDT

Raimi + Associates, Inc.

Amendment No. 3

Term: 04/25/2023 – 03/31/2026

NTE: \$168,415

## **EXHIBIT C-3**

**To Agreement by and between**  
**Health Department, hereinafter referred to as “COUNTY”**  
**AND**  
**Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions** **(Strategic Planning Process for Hitchcock Road Animal Services)**

#### **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:

1. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

#### **B. PAYMENT PROVISIONS**

##### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$168,415** 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:

\*\*\*\*\**This Section Intentionally Left Blank*\*\*\*\*\*

TASK	DELIVERABLE	TIMELINE	COST
<b>TASK 1: Project Management</b>	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.	Within 10 days of agreement execution	<b>\$7,400</b>
<b>Kick-off Meeting &amp; Production Schedule</b>			
<b>Ongoing Project Management &amp; Coordination</b>			
<b>TASK 2: Conduct Environmental Scan</b>	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• October 2024 through March 2025	
Rapid Environmental Scan	CONTRACTOR to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews (e.g., with core leadership team, advisory committee members), and conducting up to 2 focus groups (e.g., with board members, volunteers, community members, additional staff.) CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. Virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to conduct 2 of the 6 interviews in March 2025 to confirm available resources aligned with identified priorities for the strategic plan.		<b>\$9,090</b>
<b>TASK 3: Strategic Planning Meetings</b>	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	<b>\$23,360</b>
Plan and facilitate 5 virtual Strategic Planning Team Meetings			
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	• February 2025 CONTRACTOR will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at HRAS, and 2) identifying CONTRACTORS' Proposal to Facilitate HRAS' Strategic Planning Process 5 considerations, challenges, and gaps that should be considered during the strategic planning process. CONTRACTOR will engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan and will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to draft goals and outcomes; meeting agenda and meeting highlights.	• April 2025 Based on the discussion in meeting #2 and input gathered to date, the group will review draft goals, strategies and outcomes and begin prioritizing goals and strategies. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will identify anything that is missing.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to outline HRAS Strategic Plan; updated goals and strategies; meeting agenda and meeting highlights.	• May 2025 CONTRACTOR will review and finalize the goals and strategies based on all input to date. CONTRACTOR will present the outline of the final strategic plan. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.	
Meeting #5 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• June 2025 CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
<b>TASK 4: Finalize HRAS's Strategic Plan</b>	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• June 2025 CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #5, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	<b>\$13,640</b>
Final Document			
<b>Subtotal</b>			<b>\$53,490</b>
<b>Offices Expenses (3%)</b>	General Office Expenses		<b>\$1,641</b>
<b>GRAND TOTAL (Tasks 1-6)</b>			<b>\$55,131</b>

There shall be no travel reimbursement allowed during this Agreement.

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.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)  
Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)  
Karla Tinajero  
1270 Natividad Road  
Salinas, CA 93906

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.