

# EXHIBIT A

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Raimi + Associates, Inc.

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** conduct a data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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: \$67,671

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

DS  
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Contractor

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DRW

County

7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including ~~owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

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County

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Krista Hanni, Planning, Evaluation, and Policy Manager	Kym Dorman, Project Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	1900 Addison Street, Suite 200 Berkeley, CA 94704
Address	Address
831.755.4586	510.666.1010
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

### 18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

#### COUNTY OF MONTEREY

#### CONTRACTOR

Raimi + Associates, Inc.

By: DocuSigned by:  
Debra R. Wilson Debra R. Wilson  
787440871A0B44B...  
Contracts/Purchasing Officer

By: DocuSigned by: Contractor/Business Name \*  
Matthew D. Raimi  
4E7004AE88064E2...  
(Signature of Chair, President, or Vice-President)

Date: 5/1/2023 | 2:02 PM PDT

Matthew D. Raimi President and CEO  
Name and Title

By: DocuSigned by:  
Elsa Jimenez Elsa Jimenez  
CZ430BA59C8A4231...  
Department Head (if applicable)

Date: 3/30/2023 | 12:04 PM PDT

Date: 5/3/2023 | 12:05 PM PDT

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

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

By: DocuSigned by:  
Stacy Saetta Stacy Saetta  
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County Counsel  
Chief Deputy County Counsel.

\_\_\_\_\_  
Name and Title

Date: 4/4/2023 | 1:33 PM PDT

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

Approved as to Fiscal Provisions  
By: DocuSigned by:  
Jennifer Forsyth Jennifer Forsyth  
4E7E657875454AE...  
Auditor/Controller  
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management

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

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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. If 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.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Raimi + Associates, Inc.  
Term: 04/25/23 - 03/31/24  
NTE: \$67,671

**ADDENDUM NO. 1**

**To Agreement by and between  
County of Monterey, Health Department, Public Health Bureau,  
AND  
Raimi + Associates, Inc.**

This Addendum No. 1 amends and modifies the County of Monterey Standard Agreement (hereinafter “Agreement”) by and between the County of Monterey, for services at Monterey County Health Department (hereinafter “COUNTY”) and Raimi + Associates, Inc. (hereinafter “CONTRACTOR”).

This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to **Section 7.0 TERMINATION** as follows:

**1. Agreement Paragraph 7.02 TERMINATION.**

COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good Cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. The CONTRACTOR shall be given 10 working days to correct any deficiency. COUNTY may be relieved of the payment of any consideration to CONTRACTOR for the disputed portion of the work.

\*\*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

**CONTRACTOR – Raimi + Associates, Inc.**

**Approved:**

DocuSigned by:  
By: Matthew D. Raimi  
4E7994AE83D64E2...

Matthew D. Raimi President and CEO  
Name and Title

Date: 3/30/2023 | 12:04 PM PDT

**Approved:**

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

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

**COUNTY OF MONTEREY**

**Approved as to Form**

DocuSigned by:  
By: Stacy Saetta Stacy Saetta  
C0ECE1B99F444A9...  
Deputy County Counsel  
Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

**Approved:**

DocuSigned by:  
By: Jennifer Forsyth Jennifer Forsyth  
4E7E657875454AE...  
Auditor/Controller  
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

**Approved:**

DocuSigned by:  
By: Elsa Jimenez  
C7A39BA59CA8423...  
Elsa Mendoza Jimenez/ Director of Health

Date: 5/3/2023 | 12:05 PM PDT

**Approved:**

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

Date: 5/1/2023 | 2:02 PM PDT

## **EXHIBIT A**

**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**

#### **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 conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
  - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
  - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team nine (9) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by November 30, 2023
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by January 31, 2024

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$67,671** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways)	\$10,300
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs, other specified MCHD leaders, and 1 joint meeting with Natividad)	\$30,400
4.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan	\$14,700
5.	General office expenses (3%)	\$1,971
	Total	\$67,671

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 should be mailed to:

Monterey County Health Department  
 Attn: Accounts Payable/ADMIN - PEP  
 Krista Hanni  
 1270 Natividad Road  
 Salinas, CA 93906

Invoices may be emailed directly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)  
Cc: [hannikd@co.monterey.ca.us](mailto:hannikd@co.monterey.ca.us)

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.

## **AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.**

**THIS AMENDMENT** 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 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 wish to amend AGREEMENT 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.

**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 \$67,671”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,836”.
2. **Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT” **and replacing it with** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 unless sooner terminated pursuant to the terms of this AGREEMENT.
3. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this agreement **and replacing it with** “Exhibit A-1”. All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
6. This AMENDMENT No. 1 shall be effective upon execution.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson

Contracts/Purchasing Officer  
Contracts & Purchasing Officer

Dated: 3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth

Deputy Auditor/Controller  
Auditor-Controller Analyst II

Dated:

3/19/2024 | 4:24 PM 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: 3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

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: 3/15/2024 | 12:30 PM PDT

By:

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

Printed Name and Title

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.

## EXHIBIT A-1

**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**

#### **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 conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
  - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
  - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.
  - c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$95,836** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management.	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	\$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	\$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	\$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	\$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	\$14,700
	<b>Total</b>	<b>\$93,010</b>
6.	General office expenses (3%).	\$2,826
	<b>Grand Total</b>	<b>\$95,836</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 should be mailed to: Monterey County Health Department  
Attn: Accounts Payable/ADMIN - PEP  
Miriam Mendoza-Hernandez  
1270 Natividad Road  
Salinas, CA 93906

Invoices may be emailed directly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)  
Cc: [HernandezMY@co.monterey.ca.us](mailto:HernandezMY@co.monterey.ca.us)

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.

## **AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.**

**THIS AMENDMENT NO. 2** 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 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.

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT 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.

**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 \$95,836”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$113,284”.
2. **Exhibit B-2, “Scope of Services/Payment Provisions (Graphic Design Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit B-2 shall be construed to refer to Exhibit B.
3. 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.
4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
5. This AMENDMENT No. 2 shall be effective upon execution.

Raimi + Associates, Inc.  
Amendment No. 2  
Term: 04/25/2023 – 03/31/2026  
NTE: \$113,284

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson  
Contracts Purchasing Officer  
Contracts & Purchasing Officer

Dated: 8/20/2024 | 4:12 PM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth  
Deputy Auditor/Controller  
Auditor-Controller Analyst II

Dated: 8/20/2024 | 3:48 PM 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: 8/20/2024 | 2:35 PM PDT

Director of Health

Dated:

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: 8/15/2024 | 8:54 AM PDT

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

Printed Name and Title

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.

**EXHIBIT B-2**

**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  
(Graphic Design 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 provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$113,284** 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 Initiation &amp; Management</b>	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement execution	<b>\$2,995</b>
Kick-off Meeting & Production Schedule Ongoing Project Management & Coordination			
<b>TASK 2: Art Direction &amp; Template Development</b>	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> <li>• Questionnaire to be sent 2 working days after Kickoff Meeting.</li> <li>• Visual preferences meeting to happen upon MCHD staff completion of questionnaire.</li> </ul>	<b>\$2,995</b>
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> <li>• Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff.</li> <li>• MCHD to review and provide feedback on template to be incorporated into full draft.</li> </ul>	
<b>TASK 3: Prepare Full Draft</b>	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> <li>• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff.</li> <li>• CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.</li> </ul>	<b>\$6,230</b>
Full Draft Document			
<b>TASK 4: Revise &amp; Finalize Report</b>	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> <li>• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.</li> </ul>	<b>\$2,280</b>
Final Document			
<b>TASK 5: Product &amp; Data Transfer</b>	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> <li>• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.</li> </ul>	<b>\$480</b>
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document Provide All Final Working Files			
<b>TASK 6: Press Release and Graphic</b>	CONTRACTOR shall draft text for an email press release of the plan.	<ul style="list-style-type: none"> <li>• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.</li> </ul>	<b>\$1,960</b>
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> <li>• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.</li> </ul>	
<b>Subtotal</b>			<b>\$16,940</b>
<b>Offices Expenses (3%)</b>			<b>\$508</b>
<b>GRAND TOTAL (Tasks 1-6)</b>			<b>\$17,448</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 should be mailed to: Monterey County Health Department  
 Attn: Accounts Payable/ADMIN - PEP  
 Miriam Mendoza-Hernandez  
 1270 Natividad Road  
 Salinas, CA 93906

Invoices may be emailed directly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)  
Cc: [HernandezMY@co.monterey.ca.us](mailto:HernandezMY@co.monterey.ca.us)

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.

## **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:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi  
Signature of Chairman, 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

\*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.

**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.	<b>Within 10 days of agreement execution</b>	<b>\$7,400</b>
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
<b>TASK 2: Conduct Environmental Scan</b>	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	<b>• October 2024 through March 2025</b>	<b>\$9,090</b>
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>TASK 3: Strategic Planning Meetings</b>			
Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	<b>• November 2024 - July 2025</b>	<b>\$23,360</b>
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	<b>• February 2025</b> 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.	<b>• April 2025</b> 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.	<b>• May 2025</b> 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.	<b>• June 2025</b> 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>			
Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	<b>• June 2025</b> 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>
<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.

## **AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.**

**THIS AMENDMENT NO. 4** 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 entered into AMENDMENT NO. 3 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; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026.

**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 \$168,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$173,415”.
2. **EXHIBIT B-2, “Graphic Design Services”, shall be amended by removing** EXHIBIT B-2 of this AGREEMENT **and replacing it with** “EXHIBIT B-4”. All references in Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-4.

Raimi + Associates, Inc.  
Amendment No. 4  
Term: 04/25/2023 – 03/31/2026  
NTE: \$173,415

3. **EXHIBIT C-3, “Strategic Planning Process for Hitchcock Road Animal Services”, shall be amended by removing EXHIBIT C-3 of this AGREEMENT and replacing it with “EXHIBIT C-4”.** All references in Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-4.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
6. This AMENDMENT No. 4 shall be effective upon execution.

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

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 4 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Tom Skinner Tom Skinner

Contracts/Purchasing Officer

Contracts/Purchasing Supervisor

Dated: 3/5/2025 | 8:48 AM PST

*Approved as to Fiscal Provisions:*

DocuSigned by:

Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller

Auditor Controller Analyst I

Dated:

3/5/2025 | 8:36 AM PST

*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: 3/4/2025 | 4:53 PM PST

Director of Health Services

Dated:

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: 2/24/2025 | 1:31 PM PST

DocuSigned by:

By: Lym Dorman

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

3/3/2025 | 2:57 PM PST COO  
Printed Name and Title

Dated: 3/3/2025 | 2:57 PM PST

\*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.

**EXHIBIT B-4**

**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  
(Graphic Design 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 provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$173,415** 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\*\****

Raimi + Associates, Inc.  
Exhibit B-4  
Amendment No. 4  
Term: 04/25/23 – 03/31/2026  
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
<b>TASK 1: Project Initiation &amp; Management</b>	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and	Within 10 days of agreement execution	<b>\$2,995</b>
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
<b>TASK 2: Art Direction &amp; Template Development</b>	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> <li>• Questionnaire to be sent 2 working days after Kickoff Meeting.</li> <li>• Visual preferences meeting to happen upon MCHD staff completion of questionnaire.</li> </ul>	<b>\$2,995</b>
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> <li>• Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff.</li> <li>• MCHD to review and provide feedback on template to be incorporated into full draft.</li> </ul>	
<b>TASK 3: Prepare Full Draft</b>	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> <li>• CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff.</li> <li>• CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting.</li> </ul>	<b>\$6,230</b>
Full Draft Document			
<b>TASK 4: Revise &amp; Finalize Report</b>	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> <li>• CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff.</li> </ul>	<b>\$7,280</b>
Final Document			
<b>TASK 5: Product &amp; Data Transfer</b>	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> <li>• CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff.</li> </ul>	<b>\$480</b>
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
<b>TASK 6: Press Release and Graphic</b>	CONTRACTOR shall draft text for an email press release of the plan and review the Final plan text.	<ul style="list-style-type: none"> <li>• Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment.</li> </ul>	<b>\$1,960</b>
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> <li>• CONTRACTOR to provide press release header graphic within 4 working days of press release text completion.</li> </ul>	
Subtotal			<b>\$21,940</b>
Offices Expenses (3%)			<b>\$508</b>
<b>GRAND TOTAL (Tasks 1-6)</b>			<b>\$22,448</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 should be mailed to: Monterey County Health Department  
 Attn: Accounts Payable/ADMIN - PEP  
 Miriam Mendoza-Hernandez  
 1270 Natividad Road  
 Salinas, CA 93906

Raimi + Associates, Inc.  
 Exhibit B-4  
 Amendment No. 4  
 Term: 04/25/23 – 03/31/2026  
 NTE: \$173,415

Invoices may be emailed directly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)  
Cc: [HernandezMY@co.monterey.ca.us](mailto:HernandezMY@co.monterey.ca.us)

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.

**EXHIBIT C-4**

**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 **\$173,415** 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\*\*\*\*\***

Raimi + Associates, Inc.  
Exhibit C-4  
Amendment No. 4  
Term: 04/25/23 – 03/31/2026  
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
<b>TASK 1: Project Management</b> > Kick-off Meeting & Production Schedule. > Establish up to 8 additional project check-in meetings. > Schedule regular check-in meetings. > Discuss additional relevant documents to review for the project. > The HRAS Board of Directors will serve as the Strategic Planning Team. > Ongoing Project Management & Coordination	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.  CONTRACTOR shall provide final scope of work and timeline, agendas, and summarized action items.	Within 10 days of agreement execution October - June 2025	\$6,400
<b>TASK 2: Conduct Environmental Scan</b> Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• January 2025 through March 2025	\$9,090
CONTRACTOR to work closely with HRAS' team/staff members 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 with the following stakeholders: 1) HRAS core leadership team (n=5); 2) Advisory Committee Members (n=8); 3) Selected staff (e.g., 3 HRAS staff supervisors select 2-3 people from each area); 4) Member jurisdictions and agencies (n=5); 5) Non-member jurisdiction and agencies (n=6); 6) Animal serving organizations in MOnterey (n=TBD; those HRAS works with on a regular basis or not). CONTRACTOR to conduct up to 2 focus groups with the following groups: 1) Volunteers; and 2) Community members. 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. CONTRACTOR'S 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.			
<b>TASK 3: Strategic Planning Meetings</b> Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	\$23,880
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	• November 2024 CONTRACTOR to review the timeline and scope of the planning process and 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. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2).	
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes; draft goals and strategies; draft outline of the HRAS Strategic Plan.	• February/March 2025 CONTRACTOR will review key takeaways from the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Animal Services, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. The group will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes. We will also review and prioritize draft goals and strategies. We will also present a draft outline of the strategic plan.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; Draft goals, strategies and outcomes.	• March/April 2025 Based on the input gathered to date, the CONTRACTOR will review updated draft goals, strategies, and outcomes. CONTRACTOR will gather feedback and update the final strategic plan.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• May 2025 In this final strategic planning, 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> Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• May-June 2025 Once the elements of the strategic plan are finalized in Strategic Planning Meeting #3, 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 #4, 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 of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	\$13,360
Subtotal			\$52,730
Offices Expenses (3%)	General Office Expenses		\$2,401
<b>GRAND TOTAL (Tasks 1-4)</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.

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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.

## **AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.**

**THIS AMENDMENT NO. 5** 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 entered into AMENDMENT NO. 3 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; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by \$30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed \$203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

**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

Raimi + Associates, Inc.  
Amendment No. 5  
Term: 04/25/2023 – 03/31/2026  
NTE: \$203,415

of \$173,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$203,415”.

2. **EXHIBIT D-5, “Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4”**. All references in Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-5.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 5 shall be effective upon execution.

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

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 5 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:  
*Angelica Pulas*  
ADFC1178E789451  
Contracts/Purchasing Officer

DocuSigned by:  
*Matthew D. Raimi*  
4E2994FE03D84E2...  
By: Matthew D. Raimi  
Signature of Chair, President, or Vice-President

Dated: 11/3/2025 | 11:19 AM PST

Matthew D. Raimi President and CEO  
Printed Name and Title

*Approved as to Fiscal Provisions:*  
DocuSigned by:  
*Patricia Ruiz* Patricia Ruiz  
E79EE64EA7454F6  
Deputy Auditor/Controller  
Auditor Controller Analyst I  
Dated:  
9/19/2025 | 8:29 AM PDT

Dated: 9/16/2025 | 11:16 AM PDT

DocuSigned by:  
*Kym Dorman*  
55D0BDFC907C46D...  
By: Kym Dorman  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

*Approved as to Liability Provisions:*

Kym Dorman COO  
Printed Name and Title

Risk Management

Dated: 9/12/2025 | 3:25 PM PDT

Dated:

*Approved as to Form:*  
DocuSigned by:  
*Stacy Saetta* Stacy Saetta  
C95CE1B09F441A8  
Deputy County Counsel  
Chief Deputy County Counsel  
Dated: 9/18/2025 | 7:45 AM 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.

## EXHIBIT D-5

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 (Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4).

#### 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 focus group services for the Youth Violence Prevention program, 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 **\$30,000** 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:

1. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1** below.

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

**Table 1: Raimi + Associates Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4**

<b>Task</b>	<b>Deliverable</b>	<b>Timeline</b>	<b>Cost</b>
<b>Task 1: Focus Group facilitator CALVIP Cohort 4 at program partner site (Partners for Peace)</b>	Contractor to plan, conduct, take notes for Partners for Peace up to 9 focus groups (3 focus groups per program; in English and Spanish).	September 1, 2025, to November 15, 2025.	\$14,435
<b>Task 2: Focus Group facilitator CALVIP Cohort 4 at program partner site (Rancho Cielo)</b>	Contractor to plan, conduct, and take notes for Rancho Cielo up to 3 focus groups (3 focus groups in English only)	September 1, 2025, to November 15, 2025.	\$3,960
<b>Task 3: Project Management</b>	Contractor to plan and facilitate kick off meeting, client updates, and gift card distribution to participants). Contractor to submit findings including notes, summary reports, original transcripts, and recordings to County of Monterey Health Department CALVIP Cohort #4 evaluator.	September 1, 2025, to November 15, 2025.	\$4,915
<p><b>CONTRACTOR to work closely with CALVIP Cohort #4 lead program evaluator at County of Monterey Health Department to conduct focus groups at two program partner sites. Tasks include planning, conducting and taking notes for up to 12 focus groups and 2 CALVIP Cohort #4 program partner sites. CONTRACTOR to conduct up to 12 focus groups with the following groups: 1) Partners for Peace, 2) Rancho Cielo, 3) Natividad Medical Foundation, 4) Salinas Police Department, and 5) Community members. CONTRACTOR's virtual focus groups will take up to 90 minutes each and will explore topics related to youth violence prevention and program partners internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to provide translation services for focus groups conducted in Spanish. CONTRACTOR to translate all Spanish language transcripts into English. CONTRACTOR to prepare a summary of key takeaways in a report in English. The focus of the report will be to understand the program's internal strengths and weakness in addressing youth violence, the external opportunities and threats/challenges, and to provide information for the CALVIP Cohort #4 team to consider as part of their program evaluation efforts. CONTRACTOR to submit all record, in English and Spanish, including transcripts, recordings, notes, and summary reports to County of Monterey Health Department. CONTRACTOR shall abide by standard data use agreement, which includes protecting participant privacy and record keeping criteria.</b></p>			
<b>Subtotal</b>			\$23,310
<b>Additional Expenses</b>	Incentives (\$35 gift card for up to 168 participants:14 participants/group x 12 groups)		\$5,880
<b>Office &amp; General Expenses</b>	General Office Expenses (3% of Raimi + Associates labor cost)		\$810
<b>Grand total of Tasks 1-3</b>			\$30,000

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: [HDADMINFinance@countyofmonterey.gov](mailto:HDADMINFinance@countyofmonterey.gov)

Cc: [seepersadr@countyofmonterey.gov](mailto:seepersadr@countyofmonterey.gov)

Cc: [larav@countyofmonterey.gov](mailto:larav@countyofmonterey.gov)

Invoices may be mailed to:

Monterey County Health Department  
Attn: Accounts Payable/ADMINISTRATION  
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.