ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

RAIMI & ASSOCIATES, INC. ("ASSIGNOR")

And

ALTA PLANNING + DESIGN, INC. ("ASSIGNEE")

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this **"Assignment"**) is made and entered as of February 1, 2026 ("Assignment Effective Date"), by and between Raimi & Associates, Inc., (hereinafter, **"Assignor"**), and Alta Planning + Design, Inc. (**"Assignee"**).

I.　RECITALS

A.　COUNTY OF MONTEREY (**"County"**) and Assignor entered into a service Agreement, effective as of April 25, 2023, as amended November 3, 2025 (collectively, the "Agreement"), with provisions of conducting a data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan, graphic design services, and focus group facilitator services, and attached hereto as **Exhibit A1**, and hereby incorporated by this reference.

B.　Assignor wishes to assign to Assignee all of its rights, title and interest in and to, and all of its obligations under, the Agreement as of Assignment Effective Date and Assignee desires to accept such assignment and to assume such obligations as of Assignment Effective Date.

C.　This Assignment is made to confirm the County's acknowledgement and consent of Assignor intentions to assign its rights, title, and interest in and to, and all of its obligations under, the aforementioned Agreement to Assignee, and Assignee accepts such assignment and to assume such obligations.

II.　AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1.　Assignment.　Effective as of Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2.　Assumption.　Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.

3.　Successors and Assigns.　This Assignment shall be binding on and inure to the benefit of Assignee and their respective successors and assigns.

4.　Third Party Beneficiaries.　Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. The Assignor, the Assignee, and the County agree that any payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment and Assumption Agreement, shall be deemed to have been made to the party entitled to receive such payment pursuant to the Agreement and to this Assignment and Assumption Agreement, and the County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment and Assumption Agreement. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this Assignment and Assumption Agreement, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.

6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the final **County** signature below.

ASSIGNOR: Raimi & Associates, Inc.	**ASSIGNEE:** Alta Planning + Design, Inc.
DocuSigned by: By: _Matthew D. Raimi_ 2/24/2026 | 10:24 AM PST 4E7994AE83D64E2... Signature Date Matthew D. Raimi President and CEO Print Name and Title	Signed by: By: _katie Mangle_ 2/23/2026 | 11:10 AM PST 53C0D0DCA05349E... Signature Date Katie Mangle Vice President, as duly authoriz Print Name and Title
Tax ID#: 20-4994828	Tax ID#: 68-0465555

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.

By: _____   Date: _____
    Contracts /Purchasing Manager

By: _____   Date: _____
    Department Head (if applicable)

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: _Patricia Ruiz_ Patricia Ruiz   Date: 2/25/2026 \| 11:07 AM PST
E79EF64E57454F6...
    Auditor-Controller
    Auditor Controller Analyst I

APPROVED AS TO LEGAL FORM:
SUSAN K. BLITCH, County Counsel

DocuSigned by:
By: _Stacy Saetta_ Stacy Saetta   Date: 2/24/2026 \| 8:18 PM PST
C0ECE1B99F444A9...
    Office of County Counsel
    Chief Deputy County Counsel

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