

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.

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.

Raimi + Associates, Inc.

Amendment No. 2

Term: 04/25/2023 – 03/31/2026

NTE: \$113,284

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
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement execution	\$2,995
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> Questionnaire to be sent 2 working days after Kickoff Meeting. Visual preferences meeting to happen upon MCHD staff completion of questionnaire. 	
Questionnaire			\$2,995
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff. MCHD to review and provide feedback on template to be incorporated into full draft. 	
TASK 3: Prepare Full Draft	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"> CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting. 	\$6,230
Full Draft Document			
TASK 4: Revise & Finalize Report	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"> CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff. 	\$2,280
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> 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. 	\$480
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan.	<ul style="list-style-type: none"> Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment. 	
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"> CONTRACTOR to provide press release header graphic within 4 working days of press release text completion. 	\$1,960
Subtotal			\$16,940
Offices Expenses (3%)			\$508
GRAND TOTAL (Tasks 1-6)			\$17,448

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
Cc: 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.