

## **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.

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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.  
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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			
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 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

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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  
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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.	<b>Within 10 days of agreement execution</b> <b>October - June 2025</b>	<b>\$6,400</b>
<b>TASK 2: Conduct Environmental Scan</b> Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	<b>January 2025 through March 2025</b>	<b>\$9,090</b>
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.	<b>November 2024 - July 2025</b>	<b>\$23,880</b>
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	<b>November 2024</b> 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.	<b>February/March 2025</b> 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.	<b>March/April 2025</b> 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.	<b>May 2025</b> 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.	<b>May-June 2025</b> 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.	<b>\$13,360</b>
Subtotal			<b>\$52,730</b>
Offices Expenses (3%)	General Office Expenses		<b>\$2,401</b>
<b>GRAND TOTAL (Tasks 1-4)</b>			<b>\$55,131</b>

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## **B.2 CONTRACTORS BILLING PROCEDURES**

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