

BOS AGREEMENT NO. **23-072-A2**

AMENDMENT #3

Original Agreement	BOS-23-072
Amendment 1	SS-23-084
Amendment 2	BOS-23-072-A1

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-23-072**

This third Amendment to Agreement No. BOS-23-072 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Russell A. Cormier (DBA Nutmeg Consulting, Inc.)**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-072 was entered into on May 9, 2023 (the "Initial Agreement"); and

WHEREAS, first Amendment to Agreement No. BOS-23-072 was entered into on May 22, 2024 (the "First Amendment") extending the termination date from June 30, 2024 to June 30, 2025; and

WHEREAS, second Amendment to Agreement No. BOS-23-072 was entered into on September 24, 2024 (the "Second Amendment") increasing the total amount by \$90,522 from \$121,880 to \$212,402; and

WHEREAS, the Initial Agreement, First Amendment, and Second Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this third Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$100,128 from \$212,402 to \$312,530; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms to reflect the amount increase and term extension.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025 to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$100,128 from \$212,402 to \$312,530.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: DeNeese Parker
DeNeese Parker, Social Services Director

Date: 6/2/25

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-2189
Org/Object Code: VRH10
Grant: Yes
Grant No.: 24-HHAP-10038

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/24/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arap
Deputy 06/24/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arap
Deputy 06/24/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 05/29/2025

CONTRACTOR/COMPANY NAME

By: Russell A. Cormier
Russell Cormier, Founder/CEO

Date: 6/2/2025

NAME AND ADDRESS OF CONTRACTOR:

Russell A. Cormier
DBA Nutmeg Consulting, Inc.
35 Philmack Drive, Ste B206
Middletown, CT, 06457
860-256-4822 ext 702
Russ@NutmegIT.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 05/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Se Omi
Deputy CEO or Designee

Date: 05/29/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ RFP-021-22

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside of Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR for satisfactory provision of services as defined in the Definition of Services, according to the following budget:

A	PERSONNEL SALARIES AND BENEFITS: Administrator: Up to 612 hours, not to exceed \$33,632 Analyst: Up to 1,728 hours, not to exceed \$225,784 Project Manager: Up to 336.25 hours, not to exceed \$53,114	\$312,530
B	OPERATING EXPENSES: None	\$0
C	TRAVEL EXPENSES: None	\$0
D	OTHER COSTS: None	\$0
E	INDIRECT COSTS: None	\$0
	CONTRACT TOTAL	\$312,530

- II. Invoice payments issued by COUNTY past the due date shall incur interest at the rate of one percent (1%) per month [twelve percent (12%) per annum].
- III. CONTRACTOR shall submit invoices by the fifteenth (15th) day of the month for services provided in the previous month. Invoices shall be submitted to:

Veronica Wilson, Program Administrator, or designee
Department of Social Services
Adult and Aging Services – Housing Coordination Unit
747 South State Street
Ukiah, CA 95482
wilsonv@mendocinocounty.gov

- A. CONTRACTOR shall provide original receipts and invoices for actual costs before COUNTY will issue reimbursement.
- B. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice was late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoices.
- C. Line item budget shifts up to ten percent (10%) do not require COUNTY approval. Line item budget shifts greater than ten percent (10%) require a pre-approval email from the COUNTY Program Administrator or designee.

IV. Services and payments under this Agreement shall not exceed Three Hundred Twelve Thousand Five Hundred Thirty Dollars (\$312,530).

[END OF PAYMENT TERMS]