

Amendment #2

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

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

This second 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"); and

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$90,522 from \$121,880 to \$212,402; and

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

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$90,522 from \$121,880 to \$212,402.
2. 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: Rachel Ebel-Elliott  
Rachel Ebel-Elliott (Sep 6, 2024 14:42 PDT)

DEPARTMENT HEAD

09/06/2024

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

Budgeted: Yes

Budget Unit: 0446

Line Item: 86-3112

Org/Object Code: VRH14

Grant: Yes

Grant No.: 20-HHAP-00014

**COUNTY OF MENDOCINO**

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 09/24/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: *[Signature]*  
Deputy 09/24/2024

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: *[Signature]*  
Deputy 09/24/2024

**INSURANCE REVIEW:**

By: *[Signature]*  
Risk Management

Date: 08/20/2024

**CONTRACTOR/COMPANY NAME**

By: *[Signature]*  
Russ Cormier (Sep 6, 2024 11:35 EDT)

Russ Cormier, CEO/Director of Sales

09/06/2024

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

**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: *[Signature]*  
COUNTY COUNSEL

Date: 08/20/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *[Signature]*  
Deputy CEO or Designee

Date: 08/20/2024

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 Mendocino County

**EXHIBIT B**

**PAYMENT TERMS**

I. COUNTY will pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES AND BENEFITS: Administrator: Up to 540 hours, not to exceed \$29,360 Analyst: Up to 1152 hours, not to exceed \$146,068 Project Manager: Up to 240.25 hours, not to exceed \$36,974	\$212,402
B	OPERATING EXPENSES: None	\$0
C	TRAVEL EXPENSES: None	\$0
D	OTHER COSTS: None	\$0
E	INDIRECT COSTS: None	\$0
	CONTRACT TOTAL	\$212,402

II. Submission of claims and reports will comply as follows:

A. CONTRACTOR will submit monthly invoices and receipts to the Social Services Department HOME Team:

Program Administrator or Designee  
Social Services Department HOME Team  
747 S. State Street  
Ukiah, CA 95482

B. Original receipts and invoices for actual costs shall be provided for reimbursement.

C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoices.

D. COUNTY will not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

E. 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.

III. Services and payments under this Agreement shall not exceed Two Hundred Twelve Thousand Four Hundred Two Dollars (\$212,402).

[END OF PAYMENT TERMS]