BOS AGREEMENT NO. 21-068-A2

AMENDMENT 3

| Original Agreement | BOS-21-068 | |
|--------------------|---------------|--|
| Amendment 1 | BOS-21-068-A1 | |
| Amendment 2 | PH-21-026 | |

THIRD AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. BOS 21-068

This third Amendment to Agreement No. BOS 21-068 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **NORTH COAST OPPORTUNITIES, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS 21-068 was entered into on January 1, 2021; and

WHEREAS, first Amendment No. BOS-21-068-A1 was entered into on October 19, 2021; and

WHEREAS, second Amendment No. PH-21-026 was entered into on May 11, 2022; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to outline qualified costs in the Exhibit B, Payment Terms, to include personnel, travel, meals, basic hygiene supplies, and indirect costs.

NOW, THEREFORE, we agree as follows:

1. The Exhibit B, Payment Terms, set out in Agreement No. BOS 21-068 is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. BOS 21-068, first Amendment No. BOS 21-068-A1, and second Amendment No. PH-21-026 shall remain in full force and effect.

IN WITNESS WHEREOF CONTRACTOR/COMPANY NAME DEPARTMENT FISCAL REVIEW: Date: 2/5/24 Date: 1/30/24 Budgeted: Yes NAME AND ADDRESS OF CONTRACTOR: Budget Unit: 4010 Line Item: 86-2189 NORTH COAST OPPORTUNITIES, INC. Org/Object Code: PHELCX 413 N. State St. Grant: No Ukiah, CA 95482 Grant No.: 'N/A' 707-467-3200 pbruder@ncoinc.org **COUNTY OF MENDOCINO** By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her MAUREEN MULHEREN, Chair signature on this Agreement, he/she or the entity **BOARD OF SUPERVISORS** upon behalf of which he/she acted, executed this Agreement Date: 02/27/2024 ATTEST: COUNTY COUNSEL REVIEW: DARCIE ANTLE, Clerk of said Board APPROVED AS TO FORM: I hereby certify that according to the provisions of COUNTY COUNSEL Government Code section 25103, delivery of this document has been made. Date: 01/26/2024 DARCIE ANTLE, Clerk of said Board **INSURANCE REVIEW: EXECUTIVE OFFICE/FISCAL REVIEW:** By: By: Risk Management Deputy CEO or Designee

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

01/26/2024

Exception to Bid Process Required/Completed
☐ EB# 21-271

Mendocino County Business License: Valid

01/26/2024

Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

 COUNTY will reimburse CONTRACTOR according to the information in the following chart:

| 1. | PERSONNEL COSTS | | |
|-------------------------------------|--|-------------|--|
| a. January 1, 2021 – June 30, 2021: | | | |
| \$18 per hour | | \$21,064.70 | |
| b. July 1, 2021 – March 31, 2023: | | 300 | |
| \$50 per hour | | | |
| 2. | TRAVEL COSTS: Reimbursed per mileage at | \$500.00 | |
| | the federal rate | 199 | |
| 3. | INDIRECT COSTS: Indirect cost estimated at | \$3,115.00 | |
| | approximately the rate of 8.9% of Total Direct | | |
| | Cost (Total Maximum Amount) | | |
| 4. | MEALS AND/OR BASIC HYGIENE SUPPLIES | \$10,320.30 | |
| | to individuals in isolation or quarantine due to | | |
| | COVID-19 | | |
| 5. | TOTAL MAXIMUM AMOUNT | \$35,000.00 | |

II. CONTRACTOR shall submit monthly invoices with supporting documentation to the address below:

County of Mendocino
Public Health Department
1120 S. Dora Street Ukiah, CA 95482
Attn: Nate England, Fiscal Unit

III. Payments made under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000) for this term of this Agreement.

[END OF PAYMENT TERMS]