



# RESOLUTION NO. 17-560

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PERSONAL SERVICES CONTRACT WITH CHILD ADVOCATES OF NEVADA COUNTY (RESOLUTION 16-297; RESOLUTION 17-044)

WHEREAS, per Resolution 15-276, the Board of Supervisors approved the 2016/17 Nevada County Community Action Plan (CAP) and subsequently the County was awarded Community Services Block Grant (CSBG) funding to support the County's aligned CSBG priorities and social services goals as outlined in the County's CAP; and

WHEREAS, per Resolution 16-297, the Board of Supervisors approved a CSBG funded personal services contract with Child Advocates of Nevada County to provide funding related to Court Appointed Special Advocate (CASA) services as part of the "CASA of Nevada County" Project, and subsequently approved Amendment No. 1 per Resolution 17-044; and

WHEREAS, the parties would like to amend their Agreement to increase the maximum contract price and revise Exhibit "B" Schedule of Charges and Payments.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 2 to the Personal Services Contract by and between the County and Child Advocates of Nevada County pertaining to increasing the maximum contract price from \$25,560 to \$27,720 (an increase of \$2,160) and revising Exhibit "B" Schedule of Charges and Payments for the contract term of July 1, 2016 through June 30, 2018 to provide funding related to Court Appointed Special Advocate services as part of the "CASA of Nevada County" Project, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1711-50602-451-2016/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of November, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



\_\_\_\_\_  
Hank Weston, Chair

11/14/2017 cc: DSS\*  
AC\*  
CASA

**AMENDMENT #2 TO THE PERSONAL SERVICES CONTRACT WITH  
CHILD ADVOCATES OF NEVADA COUNTY  
(RESO NO. 16-297; RESO NO. 17-044)**

**THIS AMENDMENT** is dated this 16<sup>th</sup> day of October 2017 by and between Child Advocates of Nevada County, hereinafter referred to as "Contractor", and County of Nevada, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, executed on June 28, 2016, per Resolution No. 16-297, and which was subsequently amended per Resolution No. 17-044; and

**WHEREAS**, the parties desire to amend their agreement to increase the maximum contract price from \$25,560 to \$27,720 (an increase of \$2,160) as there are additional CSBG dollars available to support worthwhile community projects.

**NOW, THEREFORE**, the parties hereto agree as follows:

- 1) That Amendment #1 shall be effective as of October 1, 2017.
- 2) That Section (§2), Maximum Contract Price, shall be changed to the following: \$27,720.
- 3) That Exhibit "B", Schedule of Charges and Payments, shall be amended to the revised Exhibit "B" hereto attached and incorporated herein.
- 4) That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

CONTRACTOR:

By: Marina Bernheimer  
Marina Bernheimer  
Executive Director  
200 Providence Mine Road, Suite 208  
Nevada City, California 95959

COUNTY OF NEVADA:

By: Hank Weston  
Honorable Hank Weston  
Chair, Board of Supervisors

Attest:

By: Julie Patterson Hunter  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**CHILD ADVOCATES OF NEVADA COUNTY**

Subject to the satisfactory performance of services required of Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, the County shall pay Contractor a maximum amount not to exceed \$27,720 for the entire contract term. Of this amount \$9,360 is allocated from CSBG Standard Agreement 16F-5029 for the period of July 1, 2016 through April 30, 2017; \$12,960 is allocated from CSBG Standard Agreement 17F-2029 for the period of January 1, 2017 through December 31, 2017; and \$5,400 is allocated from the anticipated 2018 CSBG Standard Agreement for the period of January 1, 2018 through June 30, 2018. The contract maximum is based on the following project budget:

Amount requested from CSBG Funding	CASA of Nevada County
\$27,720	County Total Contract Obligation \$27,720

The contract maximum is contingent and dependent on County receiving anticipated annual CSBG program funding. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by or imposed by the state or federal governments that may affect the provision, terms or funding of this Contract in any manner.

All payments shall be made on a reimbursement basis for expenses incurred by Contractor for project expenses. Contractor shall submit monthly invoices to County for actual expenditures incurred during the prior month. Payment shall be made within thirty (30) days of receipt and approval of invoice and any required report needed for that period. The County shall retain the final 5 % of the total contract amount to be paid to the Contractor upon submission of all grant required reporting to the County as contained in the enclosed Exhibits. All invoices are due to the County by within 10 days of the above allocated time periods.

The Contractor shall submit invoices/ reports to:

Nevada County Department of Social Services  
 Attn: Fiscal Staff/Admin Staff (CSBG Funding)  
 950 Maidu Avenue  
 Nevada City, California 95959