



**RESOLUTION NO. 16-342**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING EXECUTION OF AMENDMENT  
NO. 1 TO THE RENEWAL PERSONAL SERVICES CONTRACT  
WITH WENDY VAN WAGNER, DBA IN THE KITCHEN  
(RESOLUTION 15-466)**

WHEREAS, per Resolution 15-466, the Board of Supervisors approved the renewal contract with Wendy Van Wagner, dba In the Kitchen to provide Nutrition Education Consultant services for the County's Nutrition Education and Obesity Prevention (NEOP) Grant Program to continue community nutrition education and to carry out a set of nutritional activities that will serve eligible low income populations in the County; and

WHEREAS, the parties desire to amend their Agreement to increase the Maximum Contract Price and revise Exhibit "B", Schedule of Charges and Payments to reflect the increase, as the Contractor will be providing additional hours of services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Personal Services Contract by and between the County and Wendy Van Wagner, d/b/a In the Kitchen pertaining to revising the contract to increase the contract maximum price from \$31,000 to \$36,400 (an increase of \$5,400) for the provision of Nutrition Education Consultant services for the County's Nutrition Education and Obesity Prevention (NEOP) Grant Program for the term of October 1, 2015 through September 30, 2016, 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: 1589-40102-492-2761/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 19th day of July, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, 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: 

  
\_\_\_\_\_  
Dan Miller, Chair

7/19/2016 cc: PH\*  
AC\*  
WVW

**AMENDMENT #1 TO THE CONTRACT WITH  
WENDY VAN WAGNER, DBA IN THE KITCHEN (RESO NO. 15-466)**

**THIS AMENDMENT** is dated this 1<sup>st</sup> day of July 2016 by and between WENDY VAN WAGNER, DBA IN THE KITCHEN 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 as approved per Resolution No. 15-466.

**WHEREAS**, the CONTRACTOR provides Nutrition Education Consultant services for the County's Nutrition Education and Obesity Prevention (NEOP) Grant Program for the contract term of October 1, 2015 through September 30, 2016; and

**WHEREAS**, the parties desire to amend their Agreement to 1) increase the maximum contract price from \$31,000 to \$36,400 (an increase of \$5,400) and 2) revise the Schedule of Charges and Payments, Exhibit "B" to reflect this increase in the maximum obligation, as the Contractor will be providing additional hours of services.

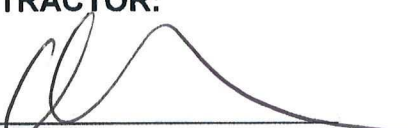
**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of July 1, 2016.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$36,400.
3. That Exhibit "B", Schedule of Charges and Payments, shall be revised to the amended Exhibit "B" as attached hereto 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.

**COUNTY OF NEVADA**

By:   
Honorable Dan Miller  
Chair, Board of Supervisors

**CONTRACTOR:**

By:   
Wendy Van Wagner  
749 Lindley Avenue  
Nevada City, California 95959

Attest:   
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**WENDY VAN WAGNER D/B/A IN THE KITCHEN**

Payment under the terms of this Agreement shall not exceed the maximum contract amount of Thirty-Six Thousand, Four Hundred Dollars (\$36,400) for satisfactory performance of services as outlined in Exhibit "A" during the contract term of October 1, 2015 through September 30, 2016.

County shall pay Contractor for the provision of services at the all-inclusive rate of Forty Dollars (\$40.00) per hour.

The maximum obligation of this agreement is contingent and dependent on the County's receipt of anticipated NEOP Program Funding during the current Federal Fiscal Year (FFY) funding cycle.

**BILLING AND PAYMENT:**

Contractor shall submit to the Public Health Accounting Department an invoice for services rendered during the prior month itemizing dates, number of hours and services provided, including identification of deliverables and specific tasks completed during the prior month. To expedite payment, Contractor shall reference on invoices the PO (Purchase Order) Number assigned to the approved Contract.

Invoices shall be mailed or delivered to:

Nevada County Public Health Department  
Attn: Fiscal Unit  
500 Crown Point Circle, Suite 110  
Grass Valley, CA 95945

Contractor shall be paid by County within thirty (30) days of receipt of a complete, approved invoice.