

**AMENDMENT #1 TO THE CONTRACT WITH THE  
FOOD BANK OF NEVADA COUNTY (Res 21-092)**

**THIS AMENDMENT** is executed this December 14, 2021 by and between THE FOOD BANK 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 Professional Services Contract, executed on April 13, 2021 per Resolution RES 21-092; and

**WHEREAS**, the Contractor provides low-income residents of Nevada County, who have been impacted by the COVID-19 pandemic, with supplemental groceries; and

**WHEREAS**, the parties desire to amend their Agreement to extend the contract termination date from December 31, 2021 to May 31, 2022 and amend Exhibit “B” Schedule of Charges and Payments in each contract to reflect the term extension to May 31, 2022.

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

1. That Amendment #1 shall be effective as of December 14, 2021.
2. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
3. 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:

CONTRACTOR:

By: \_\_\_\_\_  
Dan Miller  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
The Food Bank of Nevada County  
310 Railroad Ave #100  
Grass Valley, CA 95949

ATTEST:

By: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**THE FOOD BANK OF NEVADA COUNTY**

Subject to the satisfactory performance of services required of the 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 \$50,000 for the entire contract term of January 1, 2021- May 31, 2022. The contract maximum is based on the following project budget:

<b>Program Expenses</b>	<b>Amount Awarded</b>
Salaries	\$20,000
Food Storage	\$30,000
<b>Total</b>	<b>\$50,000</b>

Should modification or changes to the budget line items of more than 5% of the total grant amount be needed, a written request for modification shall be submitted for approval to the Director of Housing and Community Services or to his/her designee. The County, at its sole discretion, shall determine if the change will continue to meet the contract objectives and approve or deny the request.

The contract maximum is contingent and dependent on the County receiving anticipated CSBG CARES program funding. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by or imposed by county, 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 program expenses. 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 10% of the total contract amount to be paid to Contractor upon submission of all grant required reporting to the County. All invoices are due to the County the 15<sup>th</sup> of the month following the end of the quarter.

The Contractor shall submit invoices/ reports to:

Nevada County HHSA  
Housing & Community Services Division  
Attn: Fiscal Staff/Admin Staff (CSBG Funding)  
950 Maidu Avenue  
Nevada City, California 95959