



RESOLUTION NO. 17-215

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 (RES. 16-471)

WHEREAS, per Resolution 16-471, 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 dba In the Kitchen, pertaining to increasing the maximum contract price from \$29,120 to \$34,720 (an increase of \$5,600) for the provision of Nutrition Education Consultant services for the County's Nutrition Education and Obesity Prevention (NEOP) Program for the term of October 1, 2016 through September 30, 2017, 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 regular meeting of said Board, held on the 23rd day of May, 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

5/23/2017 cc:

PH*
AC*
WVW

**AMENDMENT #1 TO THE CONTRACT WITH
WENDY VAN WAGNER DBA IN THE KITCHEN (RESO NO. 16-471)**

THIS AMENDMENT is dated this 3rd day of April, 2017 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 executed on September 27, 2016 by Resolution No. 16-471.

WHEREAS, the parties desire to amend their Agreement to revise the Schedule of Charges and Payments, Exhibit "B" to reflect an increase in the maximum obligation from \$29,120 to \$34,720 (an increase of \$5,600), as the Contractor will be providing additional hours of services.

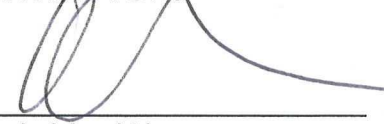
NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of April 1, 2017.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$34,720.
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 Hank Weston
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 Four Thousand Seven Hundred Twenty Dollars (\$34,720) for satisfactory performance of services as outlined in Exhibit "A" during the contract term of October 1, 2016 through September 30, 2017.

County shall reimburse Contractor for the provision of services at the all-inclusive rate of Forty Dollars (\$40.00) per hour, excluding Program Manager-approved travel outside of the County of Nevada. The maximum contract obligation includes two thousand dollars (\$2,000) to provide reimbursement for Program Manager-approved, program-related trainings and travel.

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.

NEOP Services	\$32,720
Program Manager-Approved Travel	<u>\$ 2,000</u>
	\$34,720

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 Resolution 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.