

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

THIS AMENDMENT is dated this 1st 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.

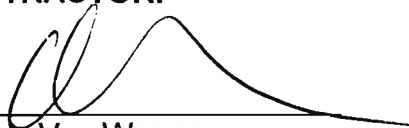
NOW, THEREFORE, the parties hereto agree as follows:

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.

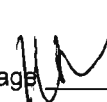
BILLING AND PAYMENT:

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.

A handwritten signature in black ink, appearing to be 'WV', is written over a horizontal line.