

**AMENDMENT #1 TO THE PROFESSIONAL SERVICES CONTRACT
BETWEEN THE COUNTY OF NEVADA AND FORGING NEVADA COUNTY
FORWARD (RES 23-573)**

THIS AMENDMENT is executed this May 14, 2024, by and between Forging Nevada County Forward, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior contract between the parties entitled Professional Services Contract, executed on December 5, 2023, per Resolution 23-573 (“Agreement”); and

WHEREAS, Contractor provides a Metal Fabrication Certificate program in support of low-income residents of Nevada County in an effort to increase income in order to provide for their basic needs and obtain self-sufficiency for the Health and Human Services – Housing and Community Services Division; and

WHEREAS, the parties desire to amend their Agreement to extend the contract through May 25, 2024, revise Exhibit “A” Schedule of Services, and Exhibit “B” Schedule of Charges and Payments, to reflect the new termination date, under the current contract maximum amount.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the Contract Termination Date is amended to the following:
May 25, 2024.
2. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” 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:

CONTRACTOR:

By: _____
Hardy Bullock
Chair, of the Board of Supervisors
County of Nevada

By: _____
Anna Urias
Board President
Forging Nevada County Forward

EXHIBIT “A”
SCHEDULE OF SERVICES
FORGING NEVADA COUNTY FORWARD

This Agreement is entered into by and between the County of Nevada, herein referred to as “County”, and Forging Nevada County Forward, herein referred to as “Contractor”, to purchase material supplies in preparation of providing low-income residents of Nevada County with job training through a partnership with The Curious Forge, LLC, Metal Fabrication Certificate Program.

Scope of Services

On behalf of the low-income residents of Nevada County, Forging Nevada County Forward in partnership with The Curious Forge, LLC, will purchase material supplies in preparation of providing job training through a Metal Fabrication Certificate program in support of low-income residents of Nevada County. The goal of the program, to be funded through the 2023 CSBG grant between the County and the State of California Community Services Department, will be to provide low-income members of the community with the knowledge and skill to perform core proficiencies in metal fabrication to seek and obtain employment leading to self-sufficiency.

The Metal Fabrication Certificate program will consist of a 3 day a week, 12-week training program for 8 participants with two courses funded through the CSBG program based on funding availability. Participants that successfully complete the course will receive certification of completion from the program and receive assistance in connecting with potential employers.

Grant Contracts and Amendments

All grant contract agreements will be administered in accordance with applicable Federal and State rules and regulations. The contract outlines the legal requirements and agreements between the County of Nevada and the grantee, Forging Nevada County Forward, and their partner The Curious Forge, LLC.

The funding cycle for CSBG is October 1, 2023, through December 31, 2023, to coincide with reporting contracts on an annual basis. The contract is effective on the date of the final signature by the County of Nevada.

A grant contract amendment must be processed anytime a change needs to be made to the language/funding of an existing contract. Amendments are required to add a budget line item, extend the term of the agreement, and to increase/decrease the total contract award.

Quarterly Reporting and Reimbursement

No later than the 15th of the month following the end of each quarter, the Contractor shall provide County with a quarterly invoice and report of expenditures along with the programmatic quarterly report. The report shall be submitted to County as stated in Exhibit B. After the report is submitted and approved, the County will issue reimbursement to the Contractor for the most recent quarter.

The County shall provide the quarterly reporting template for use by the Contractor. The designated quarterly report shall include all demographic data, program outcome indicators and data sources for collection of outcomes. Failure to provide timely and adequate quarterly reports, will inhibit Contractor's ability to draw down funds.

Reports are due on October 15th and January 15th.

Unallowable Activities

The following uses are unallowable for CSBG funds:

1. CSBG funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
2. Leasing of space, buildings and/or other assets not associated with a CSBG purpose or allowable activity.
3. Participation in any partisan or nonpartisan activity or any political activity in an election for public office and activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with an election, and any voter registration activity with CSBG funding.

Funding Termination and Reduction of Funding

The County will reduce or terminate CSBG funding for a grantee only if the County determines that cause exists for such termination or reduction. The only "cause" that can necessitate a reduction in funding would be:

- A statewide redistribution of funds
- The failure of the grantee to comply with the terms of an agreement or a state plan, or to meet a state requirement.

Retention

Contractor shall retain all books and records pertaining to this contract which must be retained for at least five (5) years from the close out date of the CSBG contract with the California Department of Community Services and Development (CSD). Any and all assets purchased with CSBG funding shall be maintained and remain operational for its intended use for the asset's useful life or a maximum of five (5) years.

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
FORGING NEVADA COUNTY FORWARD

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 \$74,000 for the entire contract term of October 1, 2023 through May 25, 2024. The contract maximum is based on the following project budget:

Program Expenses	Amount Awarded
Course Development	\$ 0
Administration	\$ 9,590
Training Staff	\$32,250
Participant supplies and fees	\$14,720
Equipment & Maintenance	\$ 5,000
Space Lease	\$12,440
Total	\$74,000

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 Social 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 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 15th of the month following the end of the quarter.

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