

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 250247B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1** (“Amendment No. 1”) **TO AGREEMENT NO. 250247B** is made and entered into as of this 20<sup>th</sup> day of May 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and COMMUNITY ACTION OF NAPA VALLEY hereinafter referred to as “GRANTEE.”

**RECITALS**

**WHEREAS**, as of August 6, 2024, COUNTY and GRANTEE entered into Agreement No. 250247B (“Agreement”), whereby GRANTEE agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide expanded edible food recovery capacity under the terms and conditions set forth in the Agreement; and

**WHEREAS**, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to provide expanded edible food recovery capacity and GRANTEE is willing to and able to continue to provide such services; and

**WHEREAS**, Senate Bill 1383 requires COUNTY to expand the infrastructure to recover edible food if it is found that it lacks edible food recovery capacity; and

**WHEREAS**, COUNTY determined it lacked the capacity to recover edible food required to be donated by Senate Bill 1383; and

**WHEREAS**, COUNTY is required to obtain funding to expand capacity for edible food recovery; and

**WHEREAS**, COUNTY has funding available through franchisee fees from franchise haulers serving Napa County; and

**WHEREAS**, COUNTY has partnered with the City of Napa and Upper Valley Waste Management Agency to pool funding; and

**WHEREAS**, COUNTY released a Notice of Funding Availability for food recovery services and organizations and GRANTEE was approved for a project to be reimbursed by COUNTY; and

**WHEREAS**, COUNTY authorized the Director of Public Works to execute the related grant agreements; and

**WHEREAS**, COUNTY and GRANTEE now wish to amend the Agreement to update the term, project scope of work, activities, outputs, deliverables, and targeted competition dates.

## **TERMS**

**NOW, THEREFORE**, COUNTY, acting through its Board of Supervisors, and GRANTEE hereby amend Agreement No. 250247B, as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

**Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on July 23, 2024, and shall expire on June 30, 2026, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Funds), Paragraph 4 (Reporting), Paragraph 5 (Maintenance, Inspection, and Retention of Records), and Paragraph 13 (Confidentiality) shall survive the expiration or early termination date, and Paragraphs 10 (Insurance) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time after complying with the conflict resolution provision in Exhibit "A-1," by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY. Exhibit "A-1" is attached hereto and incorporated by reference herein. Exhibit "A" is rescinded and replaced in full by Exhibit "A-1."

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

**Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B-1," as reimbursements, attached hereto and incorporated by reference herein. The maximum payment under this agreement shall be a total of FORTY THOUSAND DOLLARS (\$40,000), however, such amounts shall not be construed to be guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Exhibit "B-1" is attached hereto and incorporated by reference herein. Exhibit "B" is rescinded and replaced in full by Exhibit "B-1."

3. Paragraph 3 of the Agreement is hereby amended to read as follows:

**Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A-1."

4. Paragraph 21 of the Agreement is hereby amended to read as follows:

**Acknowledgment of Funds.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, GRANTEE shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa." For media advisories, press releases, or other press material, GRANTEE shall use the funding language set forth in Exhibit "A-1."

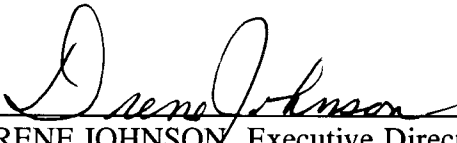
5. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

6. This Amendment No. 1 shall be effective as of the date first written above.

7. Except as provided in paragraphs 1 through 6, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

**IN WITNESS WHEREOF**, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

By   
DRENE JOHNSON, Executive Director

By   
GURVINDER MALHI, Chief Financial Officer

"GRANTEE"

NAPA COUNTY, a political subdivision of  
the State of California, acting by and through its Director of  
Public Works

By \_\_\_\_\_  
STEVE LEDERER, Director of Public Works

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: May 6, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT “A-1”

### SCOPE OF WORK Community Action Napa Valley (CANV)

#### 1. Project Description from CANV proposal:

- **Objective**
  - To increase CANV Food Bank’s recovery capacity and improve service to underserved Tier One generators by adding a flexible, smaller vehicle that can access areas that are not suitable for large trucks or existing routes.
- **Current Recovery Landscape**
  - Monthly Pounds Recovered: 28,000 lbs. (average)
  - Limitations: Route constraints, last-minute pick-up challenges, limited accessibility in rural areas
- **Gaps in Coverage**
  - Additional Generators Identified: 6
  - Barriers:
    - Narrow or remote access roads
    - Low-volume pick-ups not viable for larger vehicles
    - Unpredictable donation schedules
    - Lack of flexible vehicle option for on-demand transport
- **Role of Chevrolet Tahoe + Cambro Units**
  - Though the Chevrolet Tahoe is not refrigerated, its use is optimized by integrating Cambro insulated food transport containers for temperature-sensitive items. This allows the Tahoe to safely transport short-distance perishables while maintaining health standards.
  - Tahoe + Cambros Advantages
    - Allows quick response to donation offers
    - Maintains safe food temperatures for short trips
    - Ideal for non-perishable and lightly perishable food pick-ups
    - Reduces wear-and-tear on larger vehicles
    - Can tow a small, refrigerated trailer if needed
- **Projected Impact of Addition**

Metric	Estimate
New Generators Served	6
Additional Monthly Pounds Recovered	6,000 – 8,000 lbs.
Annual Increase	72,000 – 96,000 lbs.
Additional Weekly Pick-ups Enabled	6–10
Cambro Units Utilized per Pick-up	4–6 (as needed)

- **Refrigeration Strategy**

- Short-distance transport: Cambro containers used inside the Tahoe help maintain temperature compliance.
- Extended or bulk needs: Tahoe will tow a small portable refrigerated trailer when necessary.
- Operational benefit: Larger refrigerated vehicles remain focused on bulk/high-volume routes.

- **New vs. Used Vehicle Consideration**

Criteria	New Tahoe	Used Vehicle
Reliability	High	Variable
Warranty	Full	Limited or none
Maintenance Costs	Lower	Potentially higher
Service Downtime Risk	Low	Moderate-High
Lifespan	8–10 years	3–5 years

- **Vehicle specifications**

- 2019 Chevrolet Tahoe LS or LT, or newer, based on availability, functionality, and cost-effectiveness.
- This model offers the cargo capacity and reliability we need to support our food recovery efforts while remaining within budget.

- Adding a Chevrolet Tahoe, complemented with Cambro transport units, offers a practical and cost-effective way to close existing service gaps. This approach balances flexibility, safety, and expanded reach.

**2. Activities, Outputs, and Deliverables:** GRANTEE will perform the following activities over the term of the contract:

Activities/Outputs
Grant Approval and Funding Secured (Month 1): Secure funding to purchase a 2019 Chevrolet Tahoe LS or LT, or newer, to support food recovery operations.
Vehicle Acquisition and Setup (Months 2–3): Acquire the Chevrolet Tahoe and equip it as necessary to support transportation of staff, supplies, and non-perishable food items.
Staff Training and Onboarding (Month 4): Train staff on vehicle usage, safety protocols, and procedures related to food recovery and community outreach.
Program Launch (Month 5): Integrate the Chevrolet Tahoe into food recovery operations, enhancing logistical support and service reach throughout Napa County.
Reporting and Documentation (Ongoing): Maintain thorough documentation of progress, including food generator pickup, logistical outcomes, and any challenges encountered.
Mid-Term Review (Month 9): Conduct a formal review of progress toward project goals, making course corrections as needed.

Final Evaluation and Reporting (Month 12): Complete a comprehensive evaluation of project impact, detailing achievements and lessons learned, and offer recommendations for future program expansion.
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**3. Outcomes** to be achieved during the grant period:

Targeted Outcomes
Expanded Capacity for Food Recovery Operations: The 2019 Chevrolet Tahoe LS or LT, or newer will enhance operational flexibility, allowing staff to transport recovered food and coordinate recovery efforts more efficiently, particularly in hard-to-reach or rural areas.
Increase in Food Recovery: Improved logistics will help the organization recover more food and distribute it more effectively, increasing the number of pounds of food recovered throughout Napa County and served to individuals and families in need.
Improved Reach to Underserved Communities: With added mobility and outreach capacity, the organization will be better positioned to quickly respond to food recovery calls and requests to communities or demographics that may have previously lacked access to food recovery programs.
Reduction in Food Waste: The project will continue to support efforts to divert food from landfills and redirect it to those in need, helping to reduce food waste and its environmental impact.

**IV. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by GRANTEE for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT “B-1”**

**PAYMENTS & REPORT TEMPLATE**  
**Community Action Napa Valley (CANV)**

COUNTY shall issue reimbursements to GRANTEE for a total amount of \$40,000 to cover the approved program and related expenses.

COUNTY shall not release the payment until GRANTEE delivers the first report to the COUNTY and such report is approved by the COUNTY. The first report shall be completed in the format below and include a full budget showing other funding sources for the awarded project, also included below, and a reimbursement request in the format included below. By May 31, 2026 GRANTEE shall provide COUNTY a second final report in the format below that includes updated numbers in the activities/outputs and target outcomes.

**NAPA COUNTY PUBLIC WORKS FOOD RECOVERY CAPACITY BUILDING  
ACTIVITY REPORT**

**Reporting  
Period:** \_\_\_\_\_

**Summary of Activities Pertaining to the Contract (Narrative):**

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Activities/Outputs	TARGET	Actual
Grant Approval and Funding Secured (Month 1): Secure funding to purchase a 2019 Chevrolet Tahoe LS or LT, or newer to support food recovery operations.	May 2025	
Vehicle Acquisition and Setup (Months 2–3): Acquire the Chevrolet Tahoe and equip it as necessary to support transportation of staff, supplies, and non- perishable food items.	July 2025	
Staff Training and Onboarding (Month 4): Train staff on vehicle usage, safety protocols, and procedures related to food recovery and community outreach.	August 2025	
Program Launch (Month 5): Integrate the Chevrolet Tahoe into food recovery operations, enhancing logistical support and service reach throughout Napa County.	September 2025	



Reporting and Documentation (Ongoing): Maintain thorough documentation of progress, including food generator pickup , logistical outcomes, and any challenges encountered.	Ongoing	
Mid-Term Review (Month 9): Conduct a formal review of progress toward project goals, making course corrections as needed.	December 2025	
Final Evaluation and Reporting (Month 12): Complete a comprehensive evaluation of project impact, detailing achievements and lessons learned, and offer recommendations for future program expansion.	May 2026	

Targeted Outcomes	Results
Expanded Capacity for Food Recovery Operations: The 2019 Chevrolet Tahoe LS or LT, or newer will enhance operational flexibility, allowing staff to transport recovered food and coordinate recovery efforts more efficiently, particularly in hard-to-reach or rural areas.	
Increase in Food Recovery: Improved logistics will help the organization recover more food and distribute it more effectively, increasing the number of pounds of food recovered throughout Napa County and served to individuals and families in need.	
Improved Reach to Underserved Communities: With added mobility and outreach capacity, the organization will be better positioned to quickly respond to food recovery calls and requests to communities or demographics that may have previously lacked access to food recovery programs.	
Reduction in Food Waste: The project will continue to support efforts to divert food from landfills and redirect it to those in need, helping to reduce food waste and its environmental impact.	

## BUDGET REPORT

**AGENCY:**

**PROGRAM:**

**AGREEMENT NUMBER:**

**STATEMENT OF EXPENDITURES:**

Description	Expenditures not covered by this agreement	Expenditures covered by this agreement
Personnel:		
Position 1		
Position 2		
Position 3		
Total Personnel		
Operating Expenses:		
Item 1		
Item 2		
Item 3		
Total Operating Expenses		
Program Expenses:		
Program Expense 1		
Program Expense 2		
Program Expense 3		
Total Program Expenses		
TOTAL EXPENSES		

## REIMBURSEMENT REQUEST FORMAT

Reimbursement request shall include copies of receipts for all items purchased or services rendered.

Reimbursement request format:

DATE: *Enter the date*

TO: Amanda Griffis, Supervising Environmental Resource Specialist

FROM:

SUBJECT: Reimbursement for approved program expenses

*Enter statement of what reimbursement request is for*

**Total Amount Now Due and Payable:**

*Payee: Name, Address, and other relevant contact information*