

**RENEWAL AND AMENDMENT #4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ASCENT ENVIRONMENTAL**

**THIS RENEWAL AND AMENDMENT #4** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of technical consulting for the Climate Action Plan technical consulting services for the Climate Action Plan by and between **Ascent Environmental**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR entered into an AGREEMENT for the term of May 18, 2021 to May 30, 2023, for a total not to exceed contract amount of \$166,885; and,

**WHEREAS**, the County and CONTRACTOR executed AMENDMENT No. 1 to the AGREEMENT on July 1, 2022, replacing Exhibits A with revised Exhibits A-1, and increasing the agreement by \$108,870 for a revised not-to-exceed contract amount of \$275,755;

**WHEREAS**, the County and CONTRACTOR executed AMENDMENT No. 2 to the AGREEMENT on September 13, 2024, revising Exhibits A-1, extending the term through July 31, 2025, and increasing the agreement by \$268,350 for a revised not-to-exceed contract amount to \$544,105; and,

**WHEREAS**, the County and CONTRACTOR executed AMENDMENT No. 3 to the AGREEMENT on February 13, 2025, revising Exhibits A-1, and increasing the agreement by \$52,590 for a revised not-to-exceed contract amount to \$596,695; and,

**WHEREAS**, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT, revising Exhibit A-1 as attached hereto, extending the term for an additional two-year period, with an effective retroactive date of July 1, 2025 through June 30, 2027; and increasing the not-to-exceed contract amount by \$126,440 for a revised not-to-exceed amount of \$723,135.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, “PAYMENTS BY THE COUNTY”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$596,695.” **and replacing it with** “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$723,135.”
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from 5/18/2021 to 7/31/2025, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from 5/18/2021 to 6/30/27, unless sooner terminated pursuant to the terms of this Agreement”.
3. **Paragraph 4, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”, shall be amended to the following:** *“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Revised Exhibit A-1*

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated May 20, 2021.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Dated:

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated:

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## REVISED EXHIBIT-A1

### To Agreement by and between CAO hereinafter referred to as “County” AND

### Ascent Environmental hereinafter referred to as “CONTRACTOR”

## Scope of Services / Payment Provisions

### A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### Activity 4: Plan Drafting and Branding

##### Task 4.2: Public Draft CCAAP

Following receipt of County comments on the administrative draft CCAAP, the Ascent team will prepare public draft versions which will incorporate graphic design. The CCAAP will be tailored to the County’s preferred format and place an emphasis on providing information visually using maps, graphics, tables, and matrices. Explanatory text will read clearly and concisely. Ascent will produce both an English and Spanish version of the CCAAP. Both documents will comply with WCAG-2.1 standards for accessibility. Ascent will make up to two rounds of revisions to the public draft CCAAP based on feedback received from the Alternative Energy and Environment Committee (AEEC) and the Board of Supervisors prior to opening the public comment period.

##### Deliverables

- ▶ Public draft CCAAP in Microsoft Word and WCAG-2.1 compliant PDF (English and Spanish)

##### Task 4.3: Review and Incorporate Comments into CCAAP

Following public review, County staff review, and input provided by the Board of Supervisors, Planning Commission, and AEEC, the Ascent team will work with County staff to review comments received and identify any potential changes needed to the public draft CCAAP. We assume County staff will be responsible for tracking and organizing public comments received and written responses to public comments. The Ascent team will provide technical support on preparation of responses to comments on the CCAAP. The County will provide direction to the Ascent team for appropriate revisions to the plan in response to public comments. We will provide an administrative final CCAAP to the County for review and comment. Because the scope and scale of comments is currently unknown, this scope of work assumes up to 140 staff hours to review and incorporate comments into the and CCAAP. Ascent will alert the County if level of effort is anticipated to exceed this estimate based on comments received. For a non-qualified plan, one approach may be to provide targeted master responses based on themes raised in public comments.

##### Deliverables

- ▶ Administrative final CCAAP (electronic)
- ▶ Technical responses to public comments, as needed, subject to level of effort defined above (electronic)

##### County Responsibilities

- ▶ Tracking and organizing public comments, written responses to public comments
- ▶ One consolidated, nonconflicting set of comments on the administrative final CCAAP in strikethrough/underline (electronic)

#### **Task 4.4: Prepare Final CCAAP**

Based on comments on the administrative final CCAAP and upon final direction of County staff, the Ascent team will prepare the final CCAAP for a Planning Commission hearing, an AEEC meeting, and a Board of Supervisors adoption hearing, and for distribution to the public and posting on the County's website. The final CCAAP documents will be provided in Microsoft Word and WCAG-2.1 compliant PDFs and will be provided in both English and Spanish.

##### **Deliverables**

- ▶ Final CCAAP in Microsoft Word and WCAG-2.1 compliant PDF (English and Spanish)

##### **County Responsibilities**

- ▶ Post final CCAAP on County's website

#### **Task 4.8: Project Management, Meetings, and Coordination**

The Ascent project management team will support County staff in presentations and meetings with County departments, stakeholders, and decisionmakers to support the adoption of the 2030 MCAP and CCAAP. The Ascent project management team will continue to hold biweekly check-in meetings with County staff to discuss deliverables, upcoming tasks or milestones, and project schedule.

The Ascent team will prepare and lead up to two (2) presentations for the Alternative Energy and Environment Committee (AEEC), one (1) presentation to the Planning Commission, one (1) presentation to the Agricultural Advisory Committee, one (1) presentation to the Economic Development Committee, and two (2) presentations to the Board of Supervisors for the final 2030 MCAP and CCAAP for adoption. Up to three members of the Ascent team will attend each advisory body meeting/hearing, as well as provide support to County staff.

##### **Deliverables**

- ▶ Presentation development and meetings support for up to 7 meetings with AEEC, Planning Commission, Agricultural Advisory Committee, Economic Development Committee, and the Board of Supervisors (up to three Ascent team members will attend each meeting)

#### **Task 4.9: Community and Stakeholder Engagement**

The Ascent team will manage the project website, hosted on Konveio, to allow public comments on the draft CCAAP. The Ascent team will also support County staff with as-needed stakeholder meetings through the public draft CCAAP process.

##### **Deliverables**

- ▶ Project website management
- ▶ As-needed meetings with stakeholders (virtual)