

AMENDMENT NO. 2

NAPA COUNTY AGREEMENT NO. 240241B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 240241B is made and entered into as of this 6th day of May, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Ascent Environmental Inc., a California corporation”, whose mailing [or business] address is 455 Capitol Mall, Suite 300, Sacramento, CA. 95814, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 240241B (the “Agreement”) on December 19, 2023 to obtain specialized services, as authorized by Government Code section 31000, in order to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville; and

WHEREAS, on December 17, 2024, COUNTY and CONTRACTOR amended the Agreement to add services for continued and additional support for updates and revisions to emissions forecasts, revisions to GHG Measures, Climate VA and Adaptation Measures, ensuring RCAAP is compliant with Section 508 of the Rehabilitation Act of 1973, additional community outreach support, additional Climate Action Committee meeting support, additional project coordination and management, and contingent additional support and project coordination.; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation allowable under this Agreement by \$82,400 and to add services for legal support and outside counsel services in preparing the RCAAP as well as the CEQA document selected by Napa County for review of the environmental effects of the RCAAP. This would include legal support by reviewing and providing feedback on the administrative and screen check drafts of the draft and final RCAAP, administrative and screen check drafts of the CEQA document, reviewing public comments received by the County on the RCAAP and the CEQA document and providing legal support in drafting responses to such comments, and interfacing with Ascent and County staff and officials, including, as needed, attendance at public meetings and/or closed sessions of the decisionmakers.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 240241B as follows:

1. Paragraph 2 is hereby amended to read in full as follows:
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in

Exhibits "A" and "A-1" and "A-2", attached to the Agreement, in addition to the Request for Proposal No. PBES102301 seeking a consultant to prepare the RCAAP and CONTRACTOR's proposal, incorporated by reference herein.

2. Paragraph 3 is amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B" and "B-1" and "B-2", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total Five Hundred Forty-Seven Thousand Six Hundred Seventy Dollars (\$547,670) for professional services and Two Hundred Eleven Thousand Forty Dollars (\$211,040) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Except as provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

Ascent Environmental, Inc.

By  _____
Honey Walters, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the
State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>McKayla McMahon</u> Deputy County Counsel</p> <p>Date: April 18, 2025 Doc. No. 130100</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-2" & "B-2"

SCOPE OF WORK & COMPENSATION



Nathan O. George
ngeorge@rmmenvirolaw.com

REVISED ESTIMATE FOR LEGAL SERVICES

To: Erik de Kok, AICP, Ascent Environmental and Chris Apallas, Deputy County Counsel, Napa County Counsel's Office

From: Nathan George

Date: February 20, 2025

Re: Cost Estimate – RMM outside counsel services for preparation of the CEQA document for Napa County's Regional Climate Action and Adaptation Plan (RCAAP).

Napa County and Ascent Environmental (Ascent) have asked for an estimate of costs for Remy Moose Manley's (RMM's) legal support and outside counsel services in preparing the RCAAP as well as the CEQA document selected by Napa County for review of the environmental effects of the RCAAP. Based on our discussion with Ascent and the County, it is understood that RMM will provide legal support by reviewing and providing feedback on the administrative and screen check drafts of the draft and final RCAAP, administrative and screen check drafts of the CEQA document, reviewing public comments received by the County on the RCAAP and the CEQA document and providing legal support in drafting responses to such comments, and interfacing with Ascent and County staff and officials, including, as needed, attendance at public meetings and/or closed sessions of the decisionmakers. To make this estimate reasonably conservative, it is assumed that the CEQA document selected for the RCAAP will be a programmatic EIR.

Based on the information provided, RMM submits this estimate of costs for RMM's legal support for this task.

This revised estimate conservatively assumes a blended rate of \$400.00 per hour, based on RMM's current public agency rates, assuming RMM Partner Nathan George will take the lead on this task but may also require the assistance of RMM associates and paralegals, where doing so is most cost-effective to Ascent and the County. For example, the estimate assumes that legal research will be performed by an RMM associate. Note that this estimate is for legal support in Ascent's preparation of the CEQA document and assumes significant communication with Ascent and the County, including video conference meetings.

Finally, this scope and estimate is preliminary, based on RMM’s existing knowledge of the task and subject to the above-described understandings. If new information or future interactions with the County indicate that different or more expansive services are needed, RMM will update this cost estimate.

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Erik de Kok, AICP and Chris Apallas, Deputy County Counsel

February 20, 2025

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Tasks	Est. Hours	Est. Cost
Review and comment on the administrative draft RCAAP	15-20	\$6,000 - \$8,000
Review and comment on the screen check draft RCAAP	4-6	\$1,600 - \$2,400
Review and comment on the administrative final RCAAP (includes review of comments on the draft RCAAP)	5-10	\$2,000 - \$4,000
Review and comment on screen check final RCAAP	2-4	\$800 - \$1,200
Review and comment on Notice of Preparation (NOP)	2	\$800
Review comments received in response to NOP	4-8	\$1,600 - \$3,200
Review and comment on the administrative draft EIR	30-45	\$12,000 – \$18,000
Review and comment on screen check draft EIR	10-15	\$4,000 - \$6,000
Review and comment on the administrative final EIR (includes review of comments on draft EIR)	20-25	\$8,000 - \$10,000
Review and comment on screen check Final EIR	4-6	\$1,600 - \$2,400

Review of CEQA Findings and, if needed, a statement of overriding considerations	10-15	\$4,000 - \$6,000
Review of staff reports, proposed resolutions and/or ordinances for adoption of the RCAAP and certification of the EIR	5-10	\$2,000 - \$4,000
Attend meetings, including closed session, as needed,	5-20	\$2,000 -

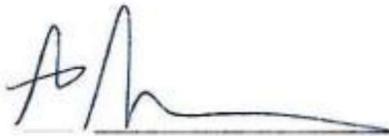
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either in person or by phone/video conference over the course of the environmental review process		\$8,000
Miscellaneous tasks as needed	0-20	\$0 - \$8,000
Total for all categories	116-206	\$46,400 - \$82,400

Please contact Nathan George at the email address above, or at 916-443-2745 with any questions.

Very truly yours,



Nathan O. George

23-2017 - Agreement 240241B

Final Audit Report

2025-04-29

Created:	2025-04-24
By:	Tasha Marshall (Tasha.Marshall@ascent.inc)
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-  Document created by Tasha Marshall (Tasha.Marshall@ascent.inc)
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-  Document e-signed by Honey Walters (honey.walters@ascent.inc)
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