

PARTNERSHIP AGREEMENT  
FOR THE GUADALUPE-LOMPOC INITIATIVE

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## Introduction

This Agreement for the Collaborative Stakeholder Structure for the Guadalupe-Lompoc Initiative (GLI) (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between COUNTY OF SANTA BARBARA (COUNTY, sometimes referred to as Managing Stakeholder), CITY OF GUADALUPE, a city government (GUADALUPE), CITY OF LOMPOC, a city government (LOMPOC), LOS AMIGOS DE GUADALUPE, a nonprofit organization (LADG), CHILDREN AND FAMILY RESOURCE SERVICES IN PARTNERSHIP WITH THE SANTA BARBARA COUNTY EDUCATION OFFICE, a regional public agency, on behalf of its SANTA BARBARA COUNTY PROMOTORES NETWORK program (PROMOTORES), SANTA PAULA LATINO TOWN HALL, Inc., a nonprofit organization, on behalf of the CENTRAL COAST CLIMATE JUSTICE NETWORK (CCCJN), CALIFORNIA MARINE SANCTUARY FOUNDATION, a nonprofit organization, on behalf of the CENTRAL COAST CLIMATE COLLABORATIVE (4C), CACHUMA RESOURCE CONSERVATION DISTRICT, a special district (CRCD), COMMUNITY ENVIRONMENTAL COUNCIL, a nonprofit organization (CEC), GUADALUPE-NIPOMO DUNES CENTER, a nonprofit organization, (DUNES), and FUND FOR SANTA BARBARA, INC. (FUND) a philanthropic organization, each a “Partner” and collectively the “Partners”.

## General Terms and Conditions

### Background and Recitals

- I. Through the Regional Climate Collaboratives Program, the California Strategic Growth Council (SGC) funds community-rooted and cross-sectoral partners to form a collaborative and conduct capacity building activities that will strengthen local coordination, leadership, knowledge, and skills to increase access to funding and implement multi-benefit climate mitigation, adaptation, and resiliency projects.
- II. If awarded, COUNTY will be the Grantee responsible for the grant from SGC (“RCC Grant”) to fund a range of capacity building activities within Guadalupe, Casmalia and Lompoc in Santa Barbara County as depicted in the Project Area Map in Appendix I , attached hereto and incorporated herein by reference.
- III. This Agreement is entered into pursuant to requirements of the Regional Climate Collaboratives (RCC) Program and memorializes basic terms to govern the planning and implementation of the scope of work included in the GLI of the Santa Barbara County Regional Climate Collaborative proposal (“Proposal”).
- IV. Through this Agreement, the Partners commit to work together to implement the GLI identified in the Proposal if funded by the RCC grant. COUNTY and Partners have developed the GLI included in the Proposal with the understanding of the RCC program requirements and are prepared to lead and participate for the term of the RCC grant.
- V. The Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted grant application (“RCC Grant Application”), and the Partners agreed to be Co-Applicants for the RCC Grant Application.
- VI. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the GLI, including, but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

- VII. The Santa Barbara County Regional Climate Collaborative (Collaborative) is an unincorporated membership association made up of entities representing regional interests that are involved in policy and decision-making related to climate change or influence how the region responds to climate change. The Collaborative is governed by By-Laws adopted by the Collaborative Steering Committee (Appendix VII). The County of Santa Barbara provides fiscal and administrative support for the Collaborative.
- VIII. If awarded, the Guadalupe-Lompoc Initiative (GLI) will be a grant-funded activity of the Partners and will be governed by the GLI Committee. The GLI Committee will exist and function separately from the Collaborative and will exercise autonomy with respect to the grant-funded work plan tasks as described in the Proposal, but the GLI Committee will work collaboratively with the Collaborative.
- IX. The Partners desire to enter into this Agreement in order to establish a collaborative stakeholder structure for matters pertaining to the RCC Grant and the implementation of the scope of work within the forenamed Communities of Focus within Santa Barbara County. Although titled "Partnership Agreement," this Agreement is not intended to create any partnership under Title 2 of the California Corporations Code.
- X. Parties acknowledge and agree that other Partners may be added to this Agreement, if agreed to by a majority of the Partners and in consultation with SGC.

## Vision

The northwestern region of Santa Barbara County consists of small suburban and rural communities that are generally lower-income. The cities of Guadalupe and Lompoc, local service providers and community organizations within the region all face budgetary and staffing constraints, limiting their ability to develop and implement policies, programs and projects to address climate change. Affordability, safety, education and health are priority concerns for the majority of residents.

The Guadalupe-Lompoc Initiative seeks to:

- Support the City of Guadalupe through funding, technical assistance, training and community engagement to develop an equity-oriented Climate Action Plan.
- Support the City of Lompoc through funding, technical assistance and training to enhance its water resilience through a percolation site feasibility study.
- Support community-based organizations in Guadalupe and Lompoc through funding and training to build their capacity and conduct outreach and engagement to identify community priorities and projects.
- Support the Non-Profit Collaboration Board of Guadalupe and the Central Coast Climate Justice Network through funding, training and peer-to-peer learning to build their collaborative networks, enhance their capacities and conduct community engagement.
- Support Spanish and Mixtec-speaking residents through participation stipends and linguistically and culturally appropriate outreach conducted by the PROMOTORES to understand and engage in climate-related issues.
- Support all residents and organizations through equitable and representative governance, participation stipends, and accessible meetings to offer inclusive opportunities to participate in decision-making and co-development of programs and projects.

Support the greater Central Coast region through funding, training, peer-to-peer learning and resource development to build collaborative network capacity.

### Statement on Diversity, Equity & Inclusion (DEI)

According to the regional equity study “Toward a Just and Equitable Central Coast”, prepared by the Fund for Santa Barbara, Santa Barbara County “...faces a crisis of inequality that manifests the wages and employment, housing, criminal justice, education, environmental exposures, and access to healthcare. This crisis weighs most heavily on working-class communities of color... reflected in the region’s diverse but highly stratified residential patterns, which range from principally Latinx, indigenous migrant, and immigrant farmworker settlements to majority-white affluent enclaves and feature some of the most highly segregated metropolitan areas in the country. While Santa Barbara and Ventura Counties became majority BIPOC (Black, Indigenous, and People of Color) between 2000 and 2010, increasing demographic diversity has not resulted in an equitable distribution of the region’s prosperity.”

The Partners recognize that much of the region’s inequality stems from historical, structural, political and economic forces that exist beyond and within the region. As a relatively new form of organizing and collaborating, the Partners also seek to address the crises of climate change and inequality. The Partners shall do this by incorporating values and strategies to increase diversity, equity and inclusion (DEI).

- **Diversity:** The Partners shall endeavor to recognize the diversity of our communities and emphasize representative participation and engagement, particularly from BIPOC communities.
- **Equity:** The Partners shall strive to foster a more equitable decision-making structure to share power with stakeholders and residents, especially those most directly affected by its plans and activities.
- **Inclusion:** The Partners shall compensate community members to participate in committees and events, while conducting its meetings with interpretation and translated materials.

### Agreement

This Agreement shall become effective only if the GLI is awarded grant funding by the Strategic Growth Council. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

### Amendments

This Agreement shall be revised to comply with all administrative, statutory, and RCC Program requirements. Amendments may be proposed by the COUNTY or any Partner. All amendments shall be reviewed during a regular or special meeting and shall be approved by a simple majority vote of the Partners.

### Roles and Responsibilities

#### Partners

Partners are responsible for implementing specific capacity building strategies stipulated within the GLI work plan (Appendix III) as submitted within the Proposal (Appendix II), and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments.

The following entities will serve as Partners in the GLI for the term of the RCC Grant.

- 1) City of Guadalupe
  - a) City of Guadalupe is a Community of Focus. City of Guadalupe shall develop a Climate Action Plan, in partnership with the Collaborative.
- 2) City of Lompoc
  - a) City of Lompoc is a Community of Focus. City of Lompoc shall conduct a water percolation site feasibility study, in partnership with the Collaborative.
- 3) Los Amigos de Guadalupe (LADG)
  - a) LADG works to enhance and develop the capacity of the City of Guadalupe, community organizations, local businesses and community members through community development plans and actions that support the community of Guadalupe and surrounding areas to become a resilient, strong community that will grow from disadvantaged to a livable, sustainable community. LADG shall convene the Non-Profit Collaboration Board of Guadalupe to conduct networking and capacity building services, disperse funds to local organizations for community engagement activities, and organize community outreach for the City of Guadalupe's Climate Action Plan.
- 4) Children and Family Resource Services in Partnership with the Santa Barbara County Education Office on behalf of the Santa Barbara County Promotores Network (PROMOTORES)
  - a) PROMOTORES shall provide training to Partners on how Promotores utilize social networks, cultural and linguistic fluency and popular education techniques to reach populations that would otherwise be overlooked and not engaged by public agencies and organizations. PROMOTORES shall provide outreach to local residents and businesses, represent community interests and concerns and provide input, guidance and feedback to the Partners, cities and other participating organizations.
- 5) California Marine Sanctuary Foundation on behalf of the Central Coast Climate Collaborative (4C)
  - a) 4C is a regional network that bridges across sectors and scales to catalyze and advance equitable climate solutions throughout the Central Coast. 4C shall host activities and events to facilitate peer-to-peer learning between grant-funded collaboratives, as well as with non grant-funded 4C members. This will include virtual events and an annual in-person Central Coast Sustainability Symposium. 4C will develop the Regional Capacity Building Toolbox and Community Solutions Inventory that will aggregate resources across the entire Central Coast region from and for the grant-funded collaboratives, as well as non grant-funded 4C members within its region.
- 6) Santa Paula Latino Town Hall, Inc. on behalf of the Central Coast Climate Justice Network (CCCJN)
  - a) CCCJN is a network of social justice and environmental organizations and leaders committed to a climate movement that advances social, economic, and environmental justice for Ventura and Santa Barbara counties. CCCJN has developed a Regional Green New Deal building off dozens of house meetings with over 300 community members across Santa Barbara County. CCCJN shall provide network and capacity building support, by integrating new local community-based organizations into its network, providing training on and facilitating advancements of grassroots-sourced policies within the Regional Green New Deal, and providing networking opportunities.
- 7) Cachuma Resource Conservation District
  - a) The Cachuma Resource Conservation District created and manages the Wildfire Resilience Collaborative (WRC), which includes LegacyWorks Group (serving as a consultant to the project) and the Community Environmental Council. The WRC has been working with a broad array of partners including researchers, County agencies, County

leadership, fire professionals, conservation groups and land managers to develop a Regional Priority Plan for Wildfire Resilience and Ecosystem Health. WRC is a nimble group of seasoned sustainability and natural lands practitioners that are specializing in building local capacity and resilience for wildfire and other climate hazards throughout the resilience cycle. The resilience cycle includes community response, mitigation, short- and long-term recovery, and prevention planning and action across sectors. Through this project WRC shall focus on Lompoc and Guadalupe specific efforts to provide technical support, capacity building, collaborative project development, partnership facilitation and grant writing support for resilience to wildfire and other climate events.

- 8) Community Environmental Council (CEC)
  - a) CEC is a regional non-profit developing and scaling solutions to the climate crisis. CEC partners with local communities and stakeholders, engages in strong networks and coalitions, and builds the capacity for communities and local governments to advance climate justice in plans, policies, projects, programs, staffing, and elected leadership. CEC shall continue to engage, build and bridge capacity with Partners and the community. Additionally, CEC recently received a grant to install 5 air quality monitors and conduct community engagement around air quality issues in Guadalupe. CEC shall expand opportunities for stakeholders and the community to engage in learning and engagement related to the GLI.
- 9) Guadalupe-Nipomo Dunes Center (DUNES)
  - a) DUNES provides nature education programs to thousands of children each year that reinforce the importance of conserving local dunes ecosystems. Through in-class curriculum, after school programs, museum visits and field trips, students experience hands-on natural science topics such as mammals, birds, biodiversity, botany and much more. DUNES' mission is to promote the conservation and restoration of the Guadalupe-Nipomo Dunes ecosystem through education, research, and the support of cooperative stewardship. DUNES shall develop educational curriculum and outreach events and opportunities to help the community learn about climate change and protecting the earth.
- 10) Fund for Santa Barbara, Inc. (FUND)
  - a) The Fund for Santa Barbara (est. 1980) is a non-traditional community foundation that supports organizations and groups working for progressive social change in Santa Barbara County. FUND is dedicated to helping find solutions to current and emerging social problems and issues that challenge our society as a whole. FUND will develop and facilitate a community led decision making process to distribute funds to community organizations and provide organizational capacity building support for grantees in the project area.

#### *New Partners*

New Partners may be added to the Agreement to implement certain tasks of the GLI, as grant funding allows. New Partners would assume the same collective accountability for implementing grant program requirements as outlined in this Agreement. New Partners must submit to the COUNTY:

- Scope of work
- Budget, delineating costs for staff (including rates), administrative, travel, education/training/outreach, direct costs
- Implementation timeline
- Letter of Commitment
- Signed Partnership Agreement

Once the above materials are submitted, the COUNTY will present the New Partner to the GLI Committee for consideration at a regular meeting of the GLI Committee. The GLI Committee shall approve or disapprove the New Partner by majority vote. Once approved, the COUNTY will then submit the requisite materials to the Strategic Growth Council for approval and amendment to the RCC Grant agreement. The New Partner will have a seat on the GLI Committee.

#### Managing Stakeholder

As the Managing Stakeholder, County of Santa Barbara (COUNTY) commits to all duties and responsibilities corresponding to the Managing Stakeholder role of the GLI for the term of the RCC Grant. The COUNTY is fully committed to the activities and deliverables of the RCC Proposal, the requirements of the RCC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the RCC Grant in accordance with the State of California requirements.

As Managing Stakeholder, the COUNTY'S responsibilities include, but are not limited to:

- a. Coordinating all components of the RCC Proposal and processing the approval of the RCC Proposal through the California Strategic Growth Council as may be necessary or appropriate;
- b. Overseeing and coordinating the RCC Proposal project;
- c. Preparing and disbursing the RCC Grant funds to Partners either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests and supporting documentation for advanced funds, subject to State review and approval;
- d. Submitting all invoices and associated summary reports, and annual reports to the California Strategic Growth Council;
- e. Participating in regular check-in meetings with RCC Program staff;
- f. Providing COUNTY staff support during the entirety of the grant term;
- g. Achieving and monitoring goals and associated indicators as defined by the RCC Proposal and the RCC Grant Guidelines; and
- h. Developing the Regional Climate Collaborative Action Plan, in coordination with Partners.

RCC Proposal implementation will be managed in and around the cities of Guadalupe and Lompoc and the greater northwestern region of Santa Barbara County.

#### Organizational Structure

The organizational structure of the Partners (Appendix V) shall consist of the GLI Committee and all ad hoc subcommittees that may be created. GLI Committee members shall carry out any or all of the following functions in order to further the Partners' mission, goals and activities, specific to the GLI:

- Provide oversight of the GLI Committee, grant administration, project budget and the Regional Climate Collaborative Action Plan (Action Plan)
- Report to the Santa Barbara County Regional Climate Collaborative Steering Committee
- Develop the Action Plan and specific work plans, as needed, in partnership with the COUNTY
- Speak on behalf of the GLI Committee



## Guadalupe-Lompoc Initiative Partnership Agreement

- Recruit new GLI Partners and members
- Elect Officers of the GLI Committee
- Establish subcommittees as needed
- Solicit funds through grants, donations, in-kind contributions, sponsorships & partnerships
- Approve grant proposals, collaborative projects, and letters of support on behalf of the GLI Committee
- Approve the selection of contractors and vendors
- Propose or recommend amendments to the Partnership Agreement as needed

### *Composition*

The GLI Committee shall be comprised of one representative from each of the following:

#### GLI Partners

- County of Santa Barbara
- City of Guadalupe
- City of Lompoc
- Los Amigos de Guadalupe
- Children and Family Resource Services in Partnership with the Santa Barbara County Education Office on behalf of the Santa Barbara County Promotores Network
- California Marine Sanctuary Foundation on behalf of the Central Coast Climate Collaborative (4C)
- Cachuma Resource Conservation District on behalf of the Wildfire Resilience Collaborative (CRCD)
- Community Environmental Council (CEC)
- Santa Paula Latino Town Hall on behalf of the Central Coast Climate Justice Network (CCCJN)
- Guadalupe-Nipomo Dunes Center (Dunes)
- Fund for Santa Barbara

#### Community Seats (Not affiliated with any Partner)

- City of Guadalupe resident
- City of Lompoc resident
- Unincorporated County resident

### *Representatives*

Each Partner shall designate one person to serve as its representative. While there is no term to membership on the GLI Committee, Partners are encouraged to consider the appropriate person to ensure capacity and continuity throughout the project term. The representatives are listed in Appendix VI. Contacts.

### *Alternate & Replacement Representative*

Each Partner may designate at least one alternate representative and contact. Should an individual of a Partner leave the GLI Committee, the Partner may designate a replacement representative.

### *Community Seats*

Community Seats shall be filled by residents not affiliated with any Partner within the respective jurisdictions of Guadalupe, Lompoc or the unincorporated County area. Community Seat

Members shall receive a stipend of \$100 per meeting hour attended. Interested residents shall apply through the GLI Committee Membership Application on the Collaborative's website.

Partners on the GLI Committee shall review the applicants and select the Community Seat representatives at a Special or Regular meeting.

#### *Partner Departure & Contingency*

Should a Partner withdraw from the Agreement entirely (e.g., Partner is unable or does not want to complete their respective tasks), the GLI Committee shall consult with the Strategic Growth Council to determine if the uncompleted tasks are critical to other tasks or the project as a whole and determine how, if needed, to complete, adjust or remove them and/or adjust the budget accordingly.

#### *Co-Chairs*

Two Co-Chairs shall be elected by a majority vote of the GLI Committee. The term of the Co-Chair shall be one year. There shall always be at least one Co-Chair representing the community of Guadalupe or Lompoc (City, community-based organization or Community Seat).

The Co-Chairs are the "voice" of the GLI, and unless decided otherwise by the GLI Committee, represent the GLI at meetings, hearings, panels, and other public events. The Co-Chairs shall set the agenda with the COUNTY, convene and lead meetings of the GLI Committee.

At least one Co-Chair shall attend the monthly Collaborative Steering Committee meetings.

#### *Meetings*

The GLI Committee shall meet every other month on a fixed calendar schedule determined by the members of the GLI Committee. The annual meeting schedule shall be made available to the public. Meetings will primarily be held virtually via Zoom, unless the Committee determines to hold an in-person meeting. Meeting agendas will be set by the COUNTY and Co-Chairs and published at least 36 hours before the meeting. The COUNTY shall distribute a notice of the agenda and meeting materials to interested parties (signed up to the RCC Collaborative Newsletter) via email. Meetings shall be open to the public and the participants may comment on any agenda item. The COUNTY shall take meeting minutes to be approved by the GLI Committee in the following meeting. Approved minutes shall be published. All meeting information shall be posted as determined by COUNTY and may be published on a GLI-specific webpage on the Santa Barbara County Regional Climate Collaborative website.

#### *Interpretation & Translation*

Meeting materials shall be translated into Spanish. Meetings shall be held in English with Spanish interpretation.

#### *Decision-Making*

Decisions shall be made by majority vote of a quorum of attending members.

#### *Subcommittees*

Ad hoc Subcommittees allow non-GLI Committee members and residents to engage in region- or topic-specific meetings and activities. Subcommittees may be established by the GLI Committee to address specific communities, topic areas and/or practices. There is no limit to the number of subcommittees, so long as they can be adequately resourced by Subcommittee officers and supported by the COUNTY. Subcommittees shall carry out any or all of the following functions in

order to further the Collaborative's mission and goals, and the Subcommittee's specific topic area and/or practice:

- Identify specific challenges within the topic area or practice that would be best addressed through a regional collaboration
- Solicit technical assistance & funding
- Conduct in-depth analysis, stakeholder engagement and develop recommendations
- Draft, pilot and launch programs, policies and projects
- Develop tools and resources
- Make recommendations to the GLI Committee

#### *Establishing a Subcommittee*

Subcommittees can be created in two ways.

1. The GLI Committee shall identify and prioritize areas in which to establish Subcommittees. The GLI Committee shall issue a call for proposals to solicit prospective and existing members to establish and lead the Subcommittee.
2. COUNTY shall create and maintain a Subcommittee proposal form. Any GLI Committee member in good standing may propose the creation of a Subcommittee on a rolling basis. The proposal should contain the following elements:
  - Description of the climate action or adaptation challenge
  - Explanation or theory as to why the challenge has not been appropriately or adequately addressed
  - Specific description of the potential solution, resource, opportunity and value the Subcommittee would provide to addressing the challenge
  - Suggestions/Nominations for Subcommittee Officers and participants

The GLI Committee shall review and consider the Subcommittee proposal during a regularly scheduled meeting or a special meeting. The Proposer shall provide a presentation to the GLI Committee for questions and discussion during the meeting.

The GLI Committee shall approve the creation of a Subcommittee by a simple majority vote.

#### *Subcommittee Membership*

Membership to Subcommittees is open to all residents, businesses and organizations that live and/or work in Santa Barbara County. There is no membership limit.

#### *Alternate Representatives*

Each Subcommittee Member may designate an alternate representative to participate in Subcommittee meetings.

#### *Officers*

For each Subcommittee, there shall be, at minimum, a Chair and a Vice Chair.

- Chair – The Chair of the Subcommittee shall set the agenda, convene and lead meetings of the Subcommittee. The Chair shall participate in GLI Committee meetings at least quarterly or as needed to provide regular updates and receive guidance.
- Vice Chair – The Vice Chair shall serve in lieu of the Chair when the Chair is unable to perform their duties.

### *Terms*

Each officer of the Subcommittee shall hold their seat for no longer than the term of the Agreement.

### *Election Process*

The officers of the Subcommittee shall be elected by a majority vote of the Subcommittee membership. To be a Chair or Vice Chair, an individual shall be nominated by a fellow member of the Subcommittee or themselves and confirmed by a majority vote of the Subcommittee membership in attendance. Elections will be held on the second-to-last meeting before the end of the term of the current officer. Outgoing officers should use the last meeting of their term to transition the role to the incoming officers.

### *Meetings*

Subcommittees shall meet on a schedule determined by the Chair and Vice Chair. Meetings shall be led by the Chair. The annual meeting schedule shall be made available to the public. The Chair shall set an agenda, with the assistance of the Vice-Chair. Agendas shall be posted by the COUNTY at least 48 hours prior to the meeting date. Meeting minutes shall be taken by COUNTY and made available to the general public in a timely manner, after review by the Chair and Vice Chair. Subcommittee meetings shall be open to the public. All meeting information shall be posted as determined by COUNTY and may be published on a GLI-specific webpage on the Santa Barbara County Regional Climate Collaborative website.

### *Interpretation & Translation*

Meeting materials shall be translated into Spanish. Meetings shall be held in English with Spanish interpretation.

### *Deliverables*

Once approved by the GLI Committee, Subcommittees shall prepare a draft Statement of Purpose to be approved by the GLI Committee. The Statement of Purpose shall include: Problem Statement, Purpose, Functions, Specific and/or Ideal Participants & Stakeholders.

## **Regional Climate Collaborative Action Plan**

Partners will use the beginning of the RCC Grant term to develop a Regional Climate Collaborative Action Plan (Action Plan) that specifies key activities, identifies roles and responsibilities, and establishes timelines. The Action Plan should be informed by an analysis of intended outcomes, capacity building needs, and ways to maximize the impact of activities conducted through the RCC Grant.

The Action Plan should include, at minimum:

- Roles and responsibilities for each Partner in achieving elements of the overall work plan, as described in the Proposal
- Additional detail on activities conducted as part of the RCC Grant term
- Evaluation Plans created in consultation with SGC and technical assistance providers
- Analysis that identifies the necessary additional inputs, such as data or other resources, to successfully implement and maximize the impact of RCC Grant activities. This may include:

- An analysis used to identify the strengths, barriers, assets, relationships, and resources available to the GLI Committee to accomplish the project work plan, as described in the Proposal
- A review and/or analysis of existing plans, community engagement efforts, and needs assessments to help focus areas for additional engagement
- An assessment of local policies to identify opportunities to facilitate implementation of community priorities.

The Action Plan must be developed by the Partners with community participation and using decision-making processes established in the governance structure, as detailed in this Agreement.

The Action Plan should build on the work plan submitted as part of the Proposal and Partnership Agreement components of the RCC Grant application. The Action Plan will serve as a tool to guide project implementation and to hold Partners accountable to one another and the community around activities and outcomes.

#### Legal and Financial Considerations

The COUNTY will maintain legal and fiscal responsibilities, including managing grant funds in accordance with Strategic Growth Council regulations, policies and guidelines. The COUNTY is responsible for the development and submission of all reports to the California Strategic Growth Council and additional funding agencies, bookkeeping, accounting, and grant compliance services.

#### Liability Provisions

Each Partner (“Indemnifying Partner”) agrees to indemnify, defend and hold harmless all other Partners and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligence or willful misconduct of the Indemnifying Partner under this Agreement. .

Each Partner will perform all of its specified services under this Agreement as an independent contractor and not as COUNTY’s employee or agent. Each Partner understands and acknowledges that it will not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each Partner warrants that it is authorized by law to perform all work contemplated in this Agreement, and each Partner agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

#### Dispute Resolution

Partners shall make reasonable efforts to resolve all disputes arising out of or in connection with this Agreement. Before exercising any other remedy provided by law, Partners involved shall engage in nonbinding mediation or arbitration in the manner agreed upon by the Partners involved. The Partners involved shall endeavor to agree to a neutral third party to serve as a mediator or arbiter. The Partners involved and mediator shall endeavor to reach a mutually agreed upon resolution.

In the event that nonbinding mediation or arbitration is not initiated or does not result in the resolution of a dispute within 60 days after the request for mediation or arbitration is made, any Partner involved may pursue any other remedies provided by law.

#### Financial Relationships

Each Partner agrees to provide services and deliverables according to the attached Statement of Work to COUNTY, and COUNTY agrees to pay each Partner according to the attached Budget (Appendix IV). All work is to be performed under the direction of the COUNTY's primary contact. Payment will be subject to satisfactory performance as determined by the COUNTY's primary contact.

#### Payment

Each Partner will be entitled to reimbursement for only costs incurred for the services specifically identified in the Statement of Work and Budget. Each Partner must submit invoice(s), which must include the contract number COUNTY assigns, to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. COUNTY will pay each Partner within thirty (30) days from presentation of invoice with supporting documentation.

#### Advance Payment

Strategic Growth Council may provide advanced payments to reduce barriers and ensure RCC activities are initiated in a timely manner. Advance payments can be up to 25 percent of the total grant award, which can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, each Partner must do the following:

- Demonstrate good standing with the IRS
- Provide its work plan
- Provide a spending plan
- Sign an agreement that it will:
  - Revert all unused moneys to the State if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
  - Communicate and document changes to spending plan
- Before payment
  - Complete an advance payment request form that includes itemized budget for the period of the grant the costs will cover
  - Provide a spending timeline including anticipated spend down over a set period of time
- After prior advance pay is expended, the Partner will provide a progress report that includes:
  - A high-level summary of work completed
  - Itemized Receipts
  - Invoice for grant activities that were not covered by the advance payment (if applicable)
  - Its next advance payment request form (if applicable)

#### Audit and Record Retention

All records, physical and electronic, must be adequately protected from loss, damage, or destruction for possible audit(s). All Partners must maintain copies of project records four (4)

years after all terms of the Grant Agreement are fulfilled unless a longer period of records retention is required.

#### Procurement

Any procurement on behalf of the Collaborative shall be conducted in accordance with the COUNTY's procurement procedures and requirements. The GLI Committee, and its designees, shall have the ability to provide to the COUNTY support and recommendations regarding scope of services and deliverables, evaluation criteria, solicitation and selection, but such recommendations shall not control, limit, or impair the sole and absolute discretion of COUNTY.

Any procurement conducted by an individual Partner for a purpose of RCC Grant implementation should be conducted in accordance within its respective procedures and requirements. The GLI Committee, and its designees, may provide to the Partner direction, support and recommendations regarding scope of services and deliverables, evaluation criteria, solicitation and selection.

#### Equal Opportunity & Non-Discrimination

The COUNTY and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The COUNTY and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The COUNTY will take prompt and effective remedial action upon discovery of such conduct. The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated into the Agreement by this reference with the same force and effect as if the ordinance were specifically set out herein, and Partners agree to comply with that ordinance.

Guadalupe-Lompoc Initiative Partnership Agreement

Signatures

IN WITNESS WHEREOF, the Partners hereto have caused this agreement to be executed by their duly authorized representatives as of October \_\_, 2022.

COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
JOAN HARTMANN  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
GEORGE CHAPJIAN  
Director, Community Services

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager



Guadalupe-Lompoc Initiative Partnership Agreement

\_\_\_\_\_  
Todd Bodem, City Manager

City of Guadalupe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Albro, City Manager

City of Lompoc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Brandeberry, Executive Director

Los Amigos de Guadalupe

\_\_\_\_\_  
Date

\_\_\_\_\_  
MaryEllen Rehse, Executive Director

Children and Family Resource Services in  
Partnership with the Santa Barbara County  
Education Office on behalf of the Santa  
Barbara County Promotores Network

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Mazurek, Executive Director

California Marine Sanctuary Foundation on  
behalf of Central Coast Climate Collaborative  
(4C)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana Rosa Rizo-Centino, Executive Director

\_\_\_\_\_  
Date

Guadalupe-Lompoc Initiative Partnership Agreement

Santa Paula Latino Town Hall, Inc., on behalf  
of the Central Coast Climate Justice Network  
(CCCJN)

\_\_\_\_\_  
Anna Olsen, Executive Director

\_\_\_\_\_  
Date

Cachuma Resource Conservation District on  
behalf of Wildfire Regional Collaborative  
(WRC)

\_\_\_\_\_  
Sigrid Wright, Chief Executive Officer

\_\_\_\_\_  
Date

Community Environmental Council (CEC)

\_\_\_\_\_  
Marcos Vargas, Executive Director

\_\_\_\_\_  
Date

Fund for Santa Barbara

\_\_\_\_\_  
Erika Weber, Executive Director

\_\_\_\_\_  
Date

Guadalupe-Nipomo Dunes Center

## Guadalupe-Lompoc Initiative Partnership Agreement

### Appendices

- I. Project Area Map
- II. Proposal
- III. Work Plan
- IV. Budget
- V. Organizational Structure
- VI. Contacts
- VII. Santa Barbara County Regional Climate Collaborative By Laws