

Resilient Cuyama Valley Partnership Agreement

PARTNERSHIP AGREEMENT
FOR RESILIENT CUYAMA VALLEY

Introduction

General Terms and Conditions

Background and Recitals

Agreement

Amendments

Roles and Responsibilities

Managing Stakeholder

Organizational Structure

Partners

Advisory Members

Representatives, Alternates & Replacement Representatives

Community Seats

Attendance and Absences

Partner Departure & Contingency

Co-Chairs

Meetings

Interpretation & Translation

Decision-Making

Subcommittees

Establishing a Subcommittee

Subcommittee Membership

Alternate Representatives

Officers

Terms

Election Process

Meetings

Interpretation & Translation

Deliverables

Participation Stipend

Legal and Financial Considerations

Liability Provisions

Resilient Cuyama Valley Partnership Agreement

Dispute Resolution

Financial Relationships

Payment

 Advance Payment

Audit and Record Retention

Procurement

Equal Opportunity & Non-Discrimination

Signatures

Appendices

- I. Project Area Map
- II. Scope of Work
- III. Organizational Structure
- IV. Contacts

Resilient Cuyama Valley Partnership Agreement

Introduction

This Agreement for the Collaborative Stakeholder Structure for Resilient Cuyama Valley (“Agreement”) is made and entered into this ___ day of _____, 2023, by and between THE TRUE NATURE SOCIETY dba QUAIL SPRINGS, a local nonprofit organization (QUAIL SPRINGS), BLUE SKY SUSTAINBLE LIVING CENTER, a local nonprofit organization (BLUE SKY), COMMUNITY ENVIRONMENTAL COUNCIL, a local nonprofit organization (CEC), and the COUNTY OF SANTA BARBARA (COUNTY, sometimes referred to as Managing Stakeholder), each a “Partner” and collectively the “Partners”.

General Terms and Conditions

Background and Recitals

- I. The State of California and the Federal government are providing numerous grants that would benefit the Cuyama Valley by funding 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 Managing Stakeholder responsible for the grant to fund a range of activities within Cuyama Valley in Santa Barbara County as depicted in the Project Area Map (Appendix I), attached hereto and incorporated herein by reference.
- III. This Agreement is entered into pursuant to requirements of the Strategic Growth Council (SCG) and memorializes basic terms to govern the planning and implementation of the scope(s) of work.
- IV. The Partners are organizations eligible to participate and the Partners agree to be Co-Applicants fully supporting the objectives, goals, strategies, and projects identified within the submitted grant application.
- V. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the grant funded by SCG, including, but not limited to, the expectations and responsibilities of the Partners, legal and financial terms, and community engagement and decision-making processes.
- VI. The Partners desire to enter into this Agreement in order to establish a collaborative stakeholder structure for matters pertaining to the application and the implementation of various scope(s) of work. Although titled “Partnership Agreement,” this Agreement is not intended to create any partnership under Title 2 of the California Corporations Code.
- VII. 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.

Agreement

This Agreement shall become effective only if the Partners collectively apply for and are awarded grant funding. 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.

Resilient Cuyama Valley Partnership Agreement

Amendments

This Agreement shall be revised to comply with all administrative, statutory, and grant 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

Managing Stakeholder

As the Managing Stakeholder, County of Santa Barbara (COUNTY) commits to all duties and responsibilities corresponding to the Managing Stakeholder role. The COUNTY is fully committed to the activities and deliverables defined in the scope(s) of work (Appendix II), the requirements of the grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the 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 scope(s) and processing the approval of the proposed scope(s) through the California Strategic Growth Council as may be necessary or appropriate;
- b. Overseeing and coordinating the project(s);
- c. Preparing and disbursing the 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 California Strategic Growth Council staff;
- f. Providing COUNTY staff support during the entirety of the grant term;
- g. Developing and implementing tasks as described in the scope(s) of work, in coordination with Partners; and
- h. Achieving and monitoring goals and associated indicators as defined by the scope(s) of work and grant guidelines.

Organizational Structure

The Coordinating Committee (Committee) shall be composed of Partners, local and regional agencies and organizations that serve Cuyama Valley and individuals that live and/or work in the Cuyama Valley. The Committee shall coordinate with the Cuyama Valley Community Association (CVCA), but the Committee shall have executive function and oversight over all grant-funded related activities that involve the Partners. A designated representative shall provide regular updates to the CVCA and may request guidance, input and feedback from the CVCA.

Partners

Partners are responsible for implementing specific tasks and activities within the scope(s) of work (Appendix II). Partners shall have one representative on the Coordinating Committee.

- 1) Blue Sky Center (BLUE SKY)
 - o BLUE SKY is a local nonprofit serving the Cuyama Valley. BLUE SKY shall conduct community outreach, education, and implement the activities in the grant-funded scope of

Resilient Cuyama Valley Partnership Agreement

work. A representative from BLUE SKY shall have a permanent seat on the Coordinating Committee.

2) Quail Springs (QUAIL SPRINGS)

- QUAIL SPRINGS is a local nonprofit serving the Cuyama Valley. QUAIL SPRINGS shall conduct community outreach, education, and implement the activities in the grant-funded scope of work. A representative from QUAIL SPRINGS shall have a permanent seat on the Coordinating Committee.

3) Community Environmental Council (CEC)

- CEC is a regional nonprofit serving Santa Barbara, San Luis Obispo, and Ventura Counties. CEC shall provide meeting management, coordination and facilitation services, project coordination and support, community outreach and engagement, and grant writing services. A representative from CEC shall have a permanent seat on the Coordinating Committee.

Advisory Members

Organizations that work in Cuyama Valley, but are not considered Partners, may participate as Advisory members. Advisory members may support grant-funded tasks and may receive funds to do so as a subcontractor to any of the Partners or Grantee. Advisory members may have one representative on the Coordinating Committee, but will not have voting rights.

Representatives, Alternates & Replacement Representatives

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

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

Community Seats

Community Seats may be filled by Cuyama Valley residents not affiliated with any Partner or Advisory Member. The Committee shall endeavor to have one representative each from New Cuyama, Cuyama, and Ventucopa. Residents that serve on the Committee as a Community Seat Member must commit to participating during the full two-year term of the grant. Interested residents shall apply through a Committee Membership Application made available by the COUNTY.

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

Attendance and Absences

All Partners are expected to attend all regular Committee meetings. Absences should be excused 12 hours prior to the 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 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

Resilient Cuyama Valley Partnership Agreement

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 Committee. The term of the Co-Chair shall be one year. The Co-Chairs are the “voice” of the Committee, and unless decided otherwise by the Committee, represent the Coordinating Committee at meetings, hearings, panels, and other public events. The Co-Chairs shall set the agenda with the COUNTY, convene, and lead meetings of the Committee.

Meetings

The Committee shall meet every month on a fixed calendar schedule determined by the members of the 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 Co-Chairs, COUNTY and CEC and published at least 48 hours before the meeting. The COUNTY shall distribute a notice of the agenda and meeting materials to interested parties via the Resilient Cuyama Valley project page and direct email. Meetings shall be open to the public and the participants may comment on any agenda item. COUNTY shall take meeting minutes to be approved by the Committee in the following meeting. Approved minutes shall be published. All meeting information shall be posted as determined by the COUNTY.

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 Committee, non-Committee members, and residents to engage in topic-specific meetings and activities within the grant-funded scope(s) of work. Subcommittees may be established by the Committee to address specific 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 CEC and the COUNTY. Subcommittees shall carry out any or all of the following functions in order to further the Committee's and Partners' scopes, and the Subcommittee's specific topic area and/or practice:

- Identify specific challenges and solutions within the topic area
- 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 Committee

Establishing a Subcommittee

Subcommittees can be created in two ways.

1. The Committee shall identify and prioritize areas in which to establish Subcommittees. The Committee shall issue a call for proposals to solicit prospective and existing members to establish and lead the Subcommittee.

Resilient Cuyama Valley Partnership Agreement

2. COUNTY shall create and maintain a Subcommittee proposal form. Any 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 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 Committee for questions and discussion during the meeting.

The 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 Cuyama Valley. 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 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

Resilient Cuyama Valley Partnership Agreement

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 the COUNTY.

Interpretation & Translation

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

Deliverables

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

Participation Stipend

Residents that serve as a Community Seat Member on the Coordinating Committee or on a Subcommittee are eligible to receive a stipend per meeting hour attended. In order to receive a stipend, residents must not be employed by a Partner, local or regional agency, or a nonprofit that would normally compensate staff time for participation.

The COUNTY shall create a participation stipend application and make available to interested residents.

Legal and Financial Considerations

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

Resilient Cuyama Valley Partnership Agreement

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 the presentation of the invoice with supporting documentation.

Advance Payment

Strategic Growth Council may provide advanced payments to reduce barriers and ensure 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)

Resilient Cuyama Valley Partnership Agreement

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 Committee shall be conducted in accordance with the COUNTY's procurement procedures and requirements. The 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 TCC Grant implementation should be conducted in accordance within its respective procedures and requirements. The 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.

Resilient Cuyama Valley Partnership Agreement

Signatures

IN WITNESS WHEREOF, the Partners hereto have caused this agreement to be executed by their duly authorized representatives as of July __, 2023.

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Sheila Habuena*
Deputy Clerk

By: *[Signature]*
DAS WILLIAMS
Chair, Board of Supervisors

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

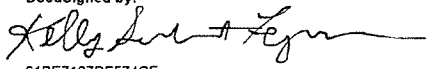
DocuSigned by:
Mike Munoz
By: 80828E0E6640481...
Deputy County Counsel

DocuSigned by:
George Chapjian
By: 516A633ACE984E9...
GEORGE CHAPJIAN
Director, Community Services

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
Greg Milligan
By: DC240AC1E84247D...
Risk Manager

Resilient Cuyama Valley Partnership Agreement

DocuSigned by:

64BE7107DF574CF...

Kelly Schmandt Ferguson,
President of the Board

7/5/2023 | 2:11 PM PDT

Date

Blue Sky Sustainable Living Center

DocuSigned by:

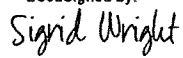
83550407EAE84A6...

Ashwin Manthripragada,
Executive Director

7/4/2023 | 8:18 PM PDT

Date

The True Nature Society dba Quail Springs

DocuSigned by:

08AC358A32B4468...

Sigrid Wright,
Executive Director

7/5/2023 | 4:05 PM PDT

Date

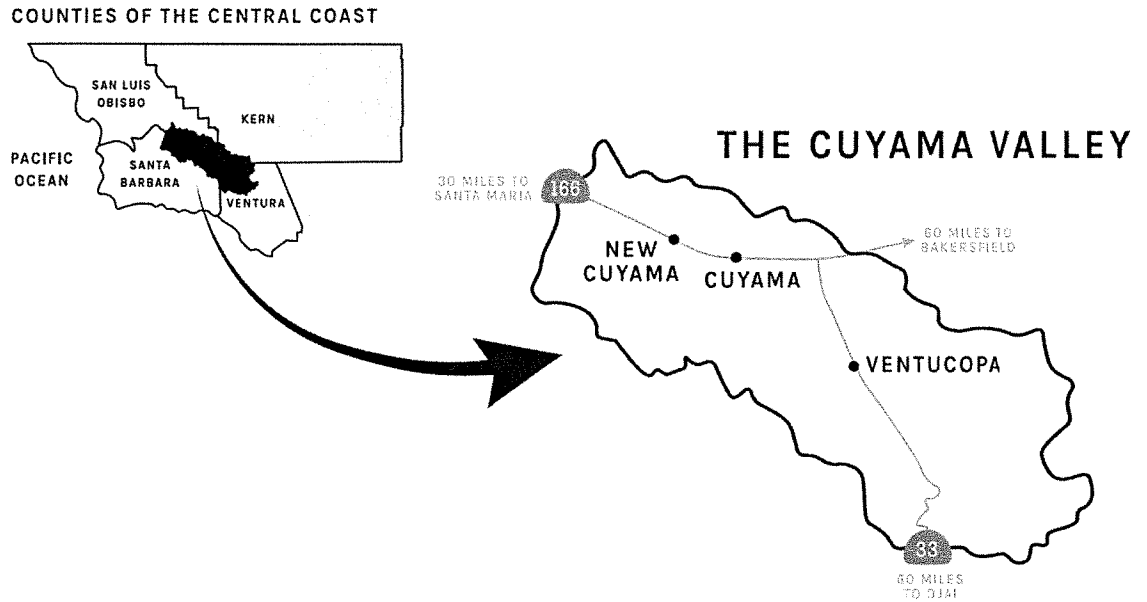
Community Environmental Council

Resilient Cuyama Valley Partnership Agreement

Appendices

Resilient Cuyama Valley Partnership Agreement

I. Project Area Map



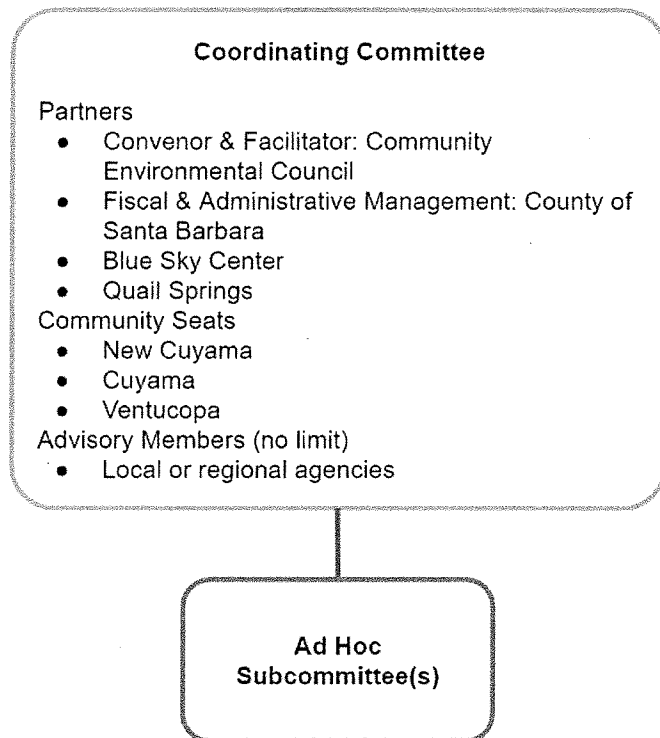
Resilient Cuyama Valley Partnership Agreement

II. Scope of Work

See Attachment B.

Resilient Cuyama Valley Partnership Agreement

III. Organizational Structure



Resilient Cuyama Valley Partnership Agreement

IV. Contacts

Applicant Type	Organization Name	Entity Type	Contact	Email	Mailing Address
Lead Applicant	County of Santa Barbara	Local government	Garrett Wong	gwong@countyofsb.org	123 E Anapamu St, Santa Barbara CA 93101
Co-Applicant	Blue Sky Center	Nonprofit Organization	Jack Forinash	jack@blueskycenter.org	1000 Perkins Rd, New Cuyama, CA 93254
Co-Applicant	The True Nature Society dba Quail Springs	Nonprofit Organization	Ashwin Manthripragada	ashwin@quailsprings.org	35070 Highway 33, Maricopa, CA 93252
Co-Applicant	Community Environmental Council	Nonprofit Organization	Em Johnson	ejohnson@cecmail.org	1219 State St, Santa Barbara CA 93101