



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Project: Guadalupe-Lompoc Climate Action Initiative

This Subcontract Agreement (the “Subcontract”) is entered into and made effective as of July 1st, 2024 (the “Effective Date”) by and between the Community Environmental Council (“CEC” or “Prime Contractor”) located at 1219 State Street, Suite A, Santa Barbara, CA 93101 and County of Santa Barbara (“County” or “Subcontractor”), having offices at 123 E. Anapamu St, Santa Barbara, CA 93101. CEC and County may each be referred to individually as a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, CEC has been awarded the General Fund Specified Grant Project (the “Master Agreement”) to provide certain services for the State of California Natural Resources Agency (“CNRA” or “Client”); and WHEREAS, CEC, as the Prime Contractor, has been tasked to manage the Master Agreement and desires certain work to be provided by March 1st, 2027, as set forth herein; and

WHEREAS, County of Santa Barbara has been identified to provide the services (the “Work”) set forth in individual Scope of Work Document(s) issued under this Subcontract, which shall include the production of deliverables which shall also be set forth in the individual Scope of Work documents.

NOW, THEREFORE, IT IS AGREED by the Parties in consideration of the foregoing premises and of the terms, conditions, representations, warranties, promises and covenants herein contained, as follows.

ARTICLE 1 – The Subcontract

The Subcontract includes the Recitals, Exhibits and any Modifications to the Exhibits. Any and all provisions and terms and conditions of the Master Agreement awarded to CEC as of the Effective Date of this Subcontract, and that are relevant to the Work to be performed by March 1, 2027, have been incorporated into this Subcontract. Any new terms and conditions will be incorporated through a Subcontract modification that has been negotiated and signed by an authorized representative of each Party.

ARTICLE 2 – Exhibits

The Exhibits to this Subcontract are as follows:

- | | |
|---------------|---------------------------|
| 1. Exhibit 1: | Scope of Work |
| 2. Exhibit 2: | Budget and Rate Breakdown |
| 3. Exhibit 3: | Allowable Expenses |
| 4. Exhibit 4: | Invoicing Requirements |
| 5. Exhibit 5: | Master Agreement |



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

The Exhibits set forth above are hereby incorporated by reference and made a part of this Subcontract as if set forth in full. With the exception of Exhibit 5, the Master Agreement, in the event of any inconsistency between the terms of this Subcontract and the terms of any Exhibit hereto, the terms of this Subcontract shall supersede and apply. In the event of any inconsistency between the terms of this Subcontract and the Master Agreement, the terms of the Master Agreement shall supersede and apply.

ARTICLE 3 – Term of Subcontract

The Effective Date of this Subcontract shall be the date first set forth above, at which date this Subcontract shall commence and take effect for all purposes through, or the end of the term in the Master Agreement, whichever occurs first, unless earlier terminated pursuant to Article 13. The Parties may mutually agree in writing to extend the term of the Subcontract.

ARTICLE 4 – Control of Work

4.1 CEC shall designate a Project Manager, and all reporting required of the County of Santa Barbara under this Subcontract shall be to the CEC Project Manager, unless otherwise specified. The CEC Project Manager may be changed by CEC from time to time; CEC will promptly notify the County of any such change.

4.2 Compliance with Work Schedule. The County shall perform the Work in compliance with the applicable Scope of Work and the schedule set forth in the relevant Scope of Work. If performance of the Work (including tasks, or achievement of any goals or objectives, or provisions of deliverables as outlined in the relevant Scope of Work) is delayed beyond the schedule for any reason, The County shall notify the CEC Project Manager promptly in writing. Failure of the County to notify CEC in writing of such delay in the Work schedule within a reasonable period of time, not to exceed fifteen (15) days from the date on which the County became aware of such delay, shall constitute a breach of this Agreement and the County may exercise any of the remedies set forth in Article 13.

4.3 Changes to Work. Any material change to the Work must be set forth in writing signed by both Parties. Such notice shall specify (a) the particular elements of Work for which County of Santa Barbara is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the fees, (ii) time for performance or (iii) any other terms or conditions of this Subcontract or the relevant Scope of Work. The County may at any time make changes to the Work including additions, reductions, and revisions to any or all of the Work as directed in writing by the CEC Project Manager. Such changes may be made in an updated Scope of Work signed by both parties. The County of Santa Barbara Budget and Schedule shall be equitably adjusted, if required to account for such changes and shall be set forth in the updated Scope of Work.

4.4 Cancellation. This Agreement may be canceled by either party at any time, upon ten (10) days' prior written notice. Upon cancellation by CEC, the County will be entitled to payment for all services performed prior to cancellation.



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

ARTICLE 5 - Assignment & Subcontracting.

This Subcontract and the Work hereunder shall allow further subcontracting in accordance with the Scope of Work. The County may not assign any of its rights or duties under this Subcontract without CEC's prior written consent.

ARTICLE 6 – Payments and Terms

6.1 Unless otherwise agreed in writing by the Parties, the total amount to be paid to County of Santa Barbara pursuant to this Subcontract shall not exceed **\$583,999.75**.

6.2 Time and Materials Basis. CEC shall pay County on a time and materials basis: (a) in accordance with the terms and conditions of this Subcontract; (b) at the Consultant Rate Schedule set forth in Exhibit 2b (to include wages, overhead, general and administrative expense and profit); (c) for other direct costs and for expenses and travel in accordance with the Allowable Expenses (d) and in accordance with the terms set forth in the individual Scope of Work.

6.3 Payment. County shall submit invoices for performance of the Work to the CEC Project Manager in the manner set forth in Article 7. CEC shall pay all undisputed invoices prepared in accordance with Article 7 within 90 days of the date of such invoice. Typically, Client approves payment within (30) days of receipt of the invoice. CEC shall submit timely invoices to Client to expedite payment. Disputed invoices will not be accepted, and therefore, will not begin the aging process until the dispute is resolved and documented in writing. After resolution, Subcontractor will provide a revised invoice documenting the revision number and the revision date.

ARTICLE 7 – Quarterly Invoicing and Reporting Requirements

County of Santa Barbara shall submit one invoice for the amounts incurred in the prior calendar quarter ("Billing Period") no later than the 10th day of the month following the end of the last quarter which the Work was performed; and shall include a fee and expense breakdown for each task identified in Exhibit 1. Invoices shall contain, at a minimum, the following detail: (a) County's name and address; (b) invoice date and number; (c) total amount of invoice, current and cumulative; (d) the Subcontract number, contract line item number, the Master Agreement number; (e) date Work was performed; (f) name, title and phone number of person to notify in event of defective invoice; (g) County's Taxpayer Identification Number (TIN); and (h) Electronic funds transfer (EFT) banking information, if applicable. Each invoice shall further adhere to the requirements outlined in Exhibit 3 and Exhibit 4 of this Agreement.

ARTICLE 8 - Conflict of Interest

County represents and warrants that County is not aware of any Conflict of Interest, as defined herein, that may interfere in the performance of County's duties under this Subcontract. A "Conflict of Interest" is a business relationship with a third party or other professional activities directly adverse to the interest of CEC, CEC's mission, or to the purposes of the Master Agreement and this Subcontract. During the term of this Subcontract, if any actual or potential Conflict of Interest arises, County shall immediately inform



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

CEC in writing. If, in the reasonable judgment of CEC such conflict poses a material conflict with the performance of County's obligations hereunder, CEC may terminate the Subcontract immediately on written notice to County.

ARTICLE 9 – Confidential Information

9.1 Confidential Information. To the extent confidential or proprietary information is revealed to the County by CEC or obtained by County on behalf of CEC, County may not use or disclose the information without written approval from CEC. Any press release, media contact or community event participation undertaken on behalf of CEC or identifying CEC requires prior approval from CEC.

9.2 Disclosure. Should the Receiving Party be served with a subpoena or other legal process or pursuant to the requirement of a government agency or law, is required to disclose Confidential Information, the Receiving Party will promptly notify the Disclosing Party, and upon the request of the latter, will cooperate with the Disclosing Party in contesting such a disclosure and/or seeking to limit such a disclosure (e.g., by obtaining a protective order). Except in connection with a failure to discharge the obligations in the preceding sentence, neither Party will be liable for any disclosures made pursuant to judicial action or government regulations.

9.3 Return or Destruction of Confidential Information. Upon written request of the Disclosing Party or the expiration of the Subcontract, the Receiving Party will within thirty (30) days return or, with the prior written approval of the Disclosing Party, destroy and so certify in writing all copies, in whatever format, of Confidential Information. However, the Receiving Party may retain Confidential Information for as long as necessary to fulfill its obligations under the Subcontract or Prime Contract. Once those obligations are discharged, the Receiving Party must destroy or return the Confidential Information as set forth above.

9.4 Use of County Information. CEC is authorized to incorporate County Confidential Information in submissions to CNRA, provided such Confidential Information bears an appropriate restrictive legend.

ARTICLE 10 – Insurance.

County of Santa Barbara shall, at its own expense, provide and maintain the following insurance coverage for the entire term of this Subcontract.

- a) Commercial General Liability Insurance, with minimum limits of \$500,000 per occurrence /\$1,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage (BI, PI, PD), Sexual Harassment, Discrimination, and Contractual Liability.

The insurance minimums provided herein may be obtained through Excess Liability and/or Umbrella policies. Certificates of Insurance shall be ordered by County and provided to CEC by County's insurance carrier for the above-listed coverages before starting Work under this Subcontract. All such Certificates



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

shall indicate the amount of coverage and shall include “CEC, its Officers, Agents and Employees.” as Additional Insured.

County shall immediately report to CEC, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by County or its subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence in the course of performing under this Subcontract that may result in a claim.

ARTICLE 11 – Termination.

11.1 Termination for Default. This Subcontract may be terminated in whole or in part by CEC for default by County, at any time, upon ten (10) days’ prior written notice.

11.2 Actions upon Notice of Termination. Upon receipt of a notice terminating this Subcontract, County shall: (a) promptly discontinue all Work to the extent directed, unless the notice directs otherwise, and deliver, or otherwise make available to CEC representatives, copies of all deliverables in progress for which payment has been made; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to CEC all data, drawings, calculations, reports, and all other information and materials which have been accumulated or developed by County in performing this Subcontract, whether completed or in progress.

11.3 Survival. The termination of this Subcontract shall not discharge or otherwise affect the Parties’ rights and obligations that survive termination.

ARTICLE 12 – Indemnification.

Each Party hereto, agrees to indemnify, defend and save the other Party, its affiliates, employees, officers, directors and agents, harmless from and against any third party claim, loss, damage, cost, and expense, including reasonable attorney’s fees, relating to personal injury, real property, or tangible personal property, to the extent such damages are caused by the negligent or wrongful act or omission or willful misconduct of the indemnifying Party or its employees, suppliers, materialmen, invitees, licensees, and guests. The indemnified Party shall provide timely notification to the indemnifying Party of any assertion against it of any such claims or demands, and allow the indemnifying Party to control the defense and all related settlement negotiations. Each Party shall cooperate in good faith with the other to facilitate the defense and/or settlement of such a claim.

ARTICLE 13 – Limitation of Liability

Notwithstanding anything herein to the contrary, in no event will either Party be liable to the other Party for any special, indirect, incidental, consequential, punitive, or exemplary damages, including commercial loss, loss of use, or lost profits, even if such Party has been advised of the possibility of such damages. The Parties’ aggregate liability to each other for any and all claims, losses, or expenses arising out of the Subcontract, or out of any work furnished under the Subcontract, whether based in contract, negligence,



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

strict liability, agency, warranty, trespass, indemnity or any other theory of liability, is limited to the total dollar amount paid under the Subcontract up to the date of the claim, loss, or expense.

ARTICLE 14 - Dispute Resolution.

If a dispute arises out of or relating to this Subcontract, or any breach thereof, and if such dispute cannot be settled through direct negotiation between the Parties, the Parties shall submit the dispute to nonbinding mediation with a mediator to be mutually agreed upon by the Parties. The mediation may be initiated by the written request of either Party and sent to the other Party, and shall commence within fifteen (15) days of receipt of such notice, unless otherwise agreed by the Parties.

In the event of the failure of such mediation, the Parties shall then settle the dispute by binding arbitration conducted in San Francisco, CA, in accordance with the rules then in effect of the American Arbitration Association. Unless otherwise directed by CEC in writing, County of Santa Barbara shall continue to perform the Work during any mediation or arbitration.

ARTICLE 15 - Governing Law.

This Subcontract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws or choice of laws provisions.

ARTICLE 16 - Project Management and Administration.

Coordination with the CEC Project Manager will be maintained by the County of Santa Barbara during the term of this Subcontract. Briefings on the progress of the Work will be provided as agreed upon and articulated in the applicable Scope of Work. Failure to keep the CEC Project Manager apprised of cost, schedule, or technical execution of the Scope of Work may result in termination of this Subcontract. The CEC Project Manager may require, at their sole discretion, approval of all external written communications, marketing messages, marketing and outreach materials, strategies, and cost.

Matters related to this Subcontract and the performance thereof shall be directed to the CEC Project Manager.

ARTICLE 17 – Notices.

All notices or communications required or permitted under this Subcontract shall be in writing and personally delivered or sent by electronic transmission, U.S. mail, or facsimile transmission to the address of each Party as set forth below, or to such other address as either Party may substitute by written notice to the other in the manner expressly provided for herein.

If to CEC:
Sigrid Wright
1219 State Street, Suite A,

If to County of Santa Barbara:
Garrett Wong
123 E. Anapamu St,



Community
Environmental
Council

Bold Climate Action
Acción Climática Audaz

Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Santa Barbara, CA 93101

Santa Barbara, CA 93101

ARTICLE 18 – County of Santa Barbara/Client Interface

CEC shall be responsible for all liaison and communications with the Client as well as CEC's other subcontractors for the term of this Subcontract. If the Client asks County of Santa Barbara to meet, then County of Santa Barbara shall notify CEC's Project Manager, or duly authorized representative, in advance of all such meetings involving County of Santa Barbara personnel and/or County of Santa Barbara representatives with representatives of the Client relative to the effort herein. In addition, as soon as practicable after any meeting or communication with the Client, County of Santa Barbara agrees to advise CEC in writing of any communications and the substance thereof from the Client delivered to or received by County of Santa Barbara and the writing shall describe the substance of such communications and interaction. County of Santa Barbara agrees that only CEC may direct County of Santa Barbara with respect to the performance of this Subcontract.

ARTICLE 19 – Warranties

19.1 County of Santa Barbara warrants to CEC that all materials and equipment furnished shall be new unless otherwise specified, and that all Work under this Subcontract shall be of good quality, free from faults and defects and in conformance with specifications set forth in the Subcontract for a period of twelve (12) months after final acceptance by the Client. All auxiliary equipment not manufactured by County of Santa Barbara carries only such warranty as given by the manufacturer thereof, which is hereby assigned to CEC to the extent such warranty may be assigned by County of Santa Barbara.

19.2 County of Santa Barbara represents and warrants that in performing its duties under this Subcontract it will comply with all U.S. federal, state, local, and international laws applicable to the Work to be performed pursuant to this Subcontract and obtain all business permits and licenses of any kind that may be required to carry out said business, and will inform CEC immediately, by notice, of any potential violation of these laws.

19.3 County of Santa Barbara warrants that County of Santa Barbara is not currently debarred, suspended, or proposed for debarment by any federal or state agency, which debarment or suspension shall have the effect of prohibiting, or shall have a material adverse effect on, its performance of the Work hereunder, and that it shall promptly disclose to CEC, in writing, should County of Santa Barbara be suspended, debarred, proposed for debarment, or otherwise be declared ineligible for participation in federal or state procurement or non-procurement projects.

19.4 If County of Santa Barbara offers warranties on its services or products, CEC may incorporate in its agreements with Client any of County of Santa Barbara's warranties as if such warranties are made by CEC. County of Santa Barbara acknowledges that its breach of such warranty may cause CEC to be deemed in breach of its obligation to Client.



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

19.5 CEC may incorporate in its Master Agreement with Client County of Santa Barbara's representations and covenants as if they were made by CEC. County of Santa Barbara acknowledges that its breach of any such representations or covenants may cause CEC to be deemed in breach of its obligation to Client.

ARTICLE 20 – Subcontractors.

County of Santa Barbara assumes responsibility for monitoring of any and all authorized subcontractors under this Subcontract, including, but not limited to:

- a. Monitoring sub-consultant costs for reasonableness, applicability, and allowability;
- b. Ensuring regular reporting of work progress and expenditures in line with the standards set in this Subcontract;
- c. Monthly monitoring sub-consultant work progress against expenditures;
- d. Compliance with the terms and conditions of this Subcontract, including those of the Master Agreement ;
- e. All other applicable terms and conditions of this Subcontract or any documents incorporated by reference.

Nothing in the above statement precludes CEC or Client from the monitoring of County of Santa Barbara's sub-consultants for the above items. CEC may, at any time, audit the progress and performance of sub-consultants in execution of the contracted Work.

ARTICLE 21 – Federal or State Policies.

County of Santa Barbara, and all sub-consultants under County of Santa Barbara, must comply with the following policies:

21.1 County of Santa Barbara must comply with the Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41CFR Chapter 60).

21.2 County of Santa Barbara must comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

21.3 County of Santa Barbara must comply with all applicable standards of California’s Information Practices Act of 1977 (California Civil Code, section 1798 et seq.)

21.4 County of Santa Barbara must retain backup source documentation for audit purposes, and make the documentation available to Client and CEC (as applicable to this award) or any of their duly authorized representatives upon request at any time during the Period of Performance and for five (5) years thereafter. An audit may include, but not limited to, a review of Implementer’s financial records relating to the Work, project implementation procedures, project marketing material, project implementation documents, field audits of Implementers employees or subcontractors, energy efficiency savings provided by the project, funds spent to date, information relating to the substantiation of project expenditures,



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

incentives paid to rate, customers given incentives to date, list of employees and respective duties, list of subcontractors and their respective responsibilities or service provided.

21.5 County of Santa Barbara agrees that the Client, CEC (as applicable to the Master Agreement) or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Subcontract. County of Santa Barbara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County of Santa Barbara agrees to include a similar right of the parties indicated above to audit records and interview staff in any subcontract related to the performance of this Subcontract.

ARTICLE 22 – Miscellaneous

22.1 Counterparts. This Subcontract may be executed in several counterparts all of which taken together shall constitute one single agreement between the Parties hereto.

22.2 Headings and Interpretation. The article and section headings and table of contents used in this Subcontract are for reference and convenience only and shall not enter into the interpretation of any provisions hereof.

22.3 Severability. If any of the provisions of this Subcontract or part of such provisions are or become invalid or unenforceable, the remaining provisions shall continue to be effective.

22.4 Waivers. No waiver by a Party of any of its rights or remedies hereunder shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Subcontract.

22.5 Independent Contractor. County of Santa Barbara is an independent contractor in all of its activities and operations hereunder. The County of Santa Barbara shall be fully responsible for all supervision, performance, activities and liabilities due to, incurred by, or because of its personnel. The employees of County of Santa Barbara shall not be or be deemed employees of CEC for any purpose, or, by virtue of this Subcontract, be entitled to participate in any benefits or privileges extended by CEC to its employees. County of Santa Barbara shall not be considered the agent of CEC for any purpose as expressly stated herein. The County of Santa Barbara has no authority to act or make any agreements or representations on behalf of CEC.

22.6 Entire Agreement. This Subcontract, including all Exhibits, supersedes all prior written or oral agreements and communications if any, between the Parties and constitutes the entire agreement between the Parties hereto with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives as of the day and year first above written.

Community Environmental Council

SIGNATURE: _____

NAME: Sigrid Wright

TITLE: CEO/Executive Director

DATE: _____



Community
Environmental
Council

Bold Climate Action
Acción Climática Audaz

Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

COUNTY OF SANTA BARBARA:

By:

Jesús Armas
Department Director
Community Services Department

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:

Deputy

APPROVED AS TO FORM:

Risk Management

By:

Risk Management



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 1

County of Santa Barbara

SCOPE OF WORK

The Community Environmental Council (CEC) is a Santa Barbara-based nonprofit that has been allocated \$1.625 million from the State of California Natural Resources Agency (STATE) to implement capacity-building activities in the Guadalupe and Lompoc regions (collectively referred to as the Guadalupe-Lompoc Climate Action Initiative, or GLI). The activities were previously identified, scoped and budgeted from a previous grant application that was submitted by the County but not awarded.

CEC agrees to enter into an GLI master agreement with the STATE and execute a subcontract with the County of Santa Barbara (COUNTY) to implement the various capacity building activities as described below.

Under the agreement, the County shall complete the following tasks and deliverables.

Collaborative Management & Capacity Building
<p>Objective:</p> <ul style="list-style-type: none"> • Support the overall management of partners within GLI to coordinate and collaborate, when possible, and to increase awareness and visibility of the GLI in the broader region. • Provide opportunities and resources to local agencies and organizations to build their capacity to engage in collaborative climate mitigation and adaptation projects.
<p>Tasks:</p> <ul style="list-style-type: none"> • Provide administrative and project management support to the City of Guadalupe, Santa Barbara County Promotores Network, and Guadalupe-Nipomo Dunes Center to implement their respective scopes and budgets included within the GLI master agreement scope and budget. • Facilitate and convene GLI Committee meetings, under the auspices of the Santa Barbara County Regional Climate Collaborative. COUNTY shall convene the Committee every other month (alternating with Partner meetings, described below) for the purposes of coordinating projects, community engagement and sharing resources. • Attend Partner meetings. CEC shall convene the Partners every other month (alternating from GLI Committee meetings, described above) for the purposes of discussing grant administration, project management and budget.



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

- Plan and implement one in-person convening per year in either Guadalupe or Lompoc for GLI Partners and Collaborative members to learn about local projects and programs, and network.
- Draft and distribute a quarterly newsletter providing Partners and the public with regular updates on the GLI.
- Develop and manage GLI Project website

Deliverables:

- GLI Subcommittee Evaluation Criteria
- GLI Subcommittee meetings, held every other month
- One in-person convening (per year)
- Quarterly newsletters
- Quarterly progress reports

City of Guadalupe Climate Action Plan

Subcontractors:

- De Lapide & Associates
- City of Guadalupe

Objective:

- Develop a Climate Action Plan for City of Guadalupe

Tasks:

- Organize and convene an advisory consisting of City staff, Councilmembers and stakeholders
- Research and summarize the following:
 - State policies,
 - General CAP components,
 - Guadalupe's 2018 GHG inventory,
 - Guadalupe's Planning Documents
 - CAP development process
- Solicit input and feedback on general process and approach with survey
- Make presentation on research and survey
- Research existing community plans:
 - General Plan
 - Community Resilience Plan
 - Community Action Plan (Recreation Economy for Rural Communities)
 - County 2030 Climate Action Plan
- Prepare two community workshops (in-person & virtual) on potential future options. Spanish translation and interpretation to be provided
- Table at 2-3 community events for additional community input on potential future



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

options

- Develop multiple GHG forecasts to 2030 and 2045 using Clear Path.
- Present to City staff & advisory committee (GHG forecast, general CAP focus areas, community outreach strategies)
- Prepare Administrative Draft Climate Action Plan based on staff and community input, including an Implementation Strategy/Matrix and aligning with existing community plans
- Receive feedback from City staff, discuss and revise draft
- Prepare two community workshops (in-person & virtual) on key components of the draft CAP. Spanish translation and interpretation to be provided
- Incorporate public feedback into draft CAP
- Prepare final CAP for Council adoption

Deliverables:

- Presentation on Climate Action Planning to CITY
- Presentation on Greenhouse Gas Emissions Forecast, General CAP Focus Areas, and Community Outreach Strategies
- Two Community Workshops (in-person & virtual)
- Community input and feedback received via Promotores (survey, focus groups, etc.)
- Draft Climate Action Plan and Implementation Strategy/Matrix
- Draft Guadalupe Ecotourism Feasibility Study



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Guadalupe Community Education, Engagement and Economic Development

Subcontractors:

- Guadalupe Business Association
- Guadalupe-Nipomo Dunes Center

Objectives:

- Advise and support the City of Guadalupe's climate action planning process
- Engage and education the broader Guadalupe community on climate change issues and climate actions
- Explore concepts to increase economic development through eco-tourism

Tasks:

- Coordinate the Guadalupe Business Association (GBA) and the Guadalupe Coalition of Nonprofits (GCON) to provide input and feedback to the Guadalupe climate action planning process and the growth and expansion of the Guadalupe Farmers Market
- Use social media and other communication platforms to share information, events, and collect community input and feedback on behalf of the Guadalupe Climate Action Plan.
- Develop and implement climate change curriculum to be presented in-person to Guadalupe elementary and junior high schools to reach at-risk youth and solicit ideas, needs and feedback on potential projects and policies.
- Provide monthly hikes in the Guadalupe Dunes area that address climate change. Provide resources to empower participants in understanding how they can mitigate climate change.
- Hold an annual community workshop, in partnership with the City of Guadalupe and the Coalition of Nonprofits, addressing climate change and effective practices to spread awareness. Offer educational resources and practical tools to empower residents in understanding and actively participating in recycling initiatives and efforts to mitigate climate change.
- Complete a preliminary eco-tourism feasibility study including development of a hotel/hostel and beach hiking/biking trail

Deliverables:

- Marketing and outreach reports
- Annual Farmers Market progress report
- Student curriculum and education report
- Annual report on hiking and education
- Community workshop report
- Ecotourism feasibility study



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Spanish-Language Outreach, Engagement & Capacity Building
<p>Subcontractor:</p> <ul style="list-style-type: none">• Children and Family Resource Services, contracting with the Santa Barbara County Promotores Network
<p>Objectives:</p> <ul style="list-style-type: none">• Conduct outreach and engagement activities in Spanish and Mixteco• Increase capacity of local organizations to work with Promotores• Increase capacity of Promotores Network
<p>Tasks:</p> <ul style="list-style-type: none">• In consultation with Community Environmental Council, cities of Guadalupe and Lompoc, conduct outreach and education activities to increase awareness and engagement with local planning and community initiatives. Examples include Tabling, Door-to-door, Presentations, Focus groups/Classes, Surveys• Conduct two regional trainings for local organizations and agencies to work with Promotores• Recruit, hire and train additional Promotores, emphasizing location, youth, men and Mixteco-speaking individuals• Continue to enhance organizational infrastructure as budget allows and as approved by the County, examples include (but are not limited to) conducting additional trainings for Promotores; establishing an emergency fund; obtaining 501c3 status; securing additional administrative support.
<p>Deliverables:</p> <ul style="list-style-type: none">• Outreach reports for GLI projects• Two regional trainings• New Promotores, hired and trained



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 1

Budget

Unless otherwise agreed in writing by the Parties, the total amount to be paid to the County of Santa Barbara pursuant to this Subcontract shall not exceed \$584,000.

Activity	Organization	Budget
Collaborative Management & Capacity Building	County of Santa Barbara	\$110,000
City of Guadalupe Climate Action Plan	De Lapidé & Associates City of Guadalupe	\$240,000
Guadalupe Community Education, Engagement and Economic Development	Guadalupe Business Association Guadalupe-Nipomo Dunes Center	\$149,000
Spanish-Language Outreach, Engagement & Capacity Building	Children & Family Resource Services	\$85,000
TOTAL		\$584,000



Community
Environmental
Council
Bold Climate Action
Acción Climática Audaz

Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 2

Rate Schedule for all Tasks

The following hourly rate schedule applies throughout the term of this agreement for County of Santa Barbara staff only.

Title	Full Hourly Billing Rates
Climate Program Manager	\$120.00
Climate Program Specialist	\$100.00



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 3

Allowable Expenses

Expenses must be incurred within the project performance period and/or subsequent amendments and must align with the Client's cost estimate page.

Overhead expenses are the non-project specific expenses of doing business that are not directly related to the implementation of the project to be funded (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Certain types of overhead are not allowed including, food and beverage, fundraising, lobbying and entertainment. Any expense that is billed as a direct expense may NOT be included in overhead.

Sub Grantees that wish to charge overhead must be able to document the appropriateness of the charges. One typical method for documentation is to have a Cost Allocation Plan. Other methods may also be adequate, but it is the subgrantees' responsibility to determine this based on Generally Accepted Accounting Principles. It is recommended that subgrantees develop an appropriate method for calculating their overhead rate and determine what overhead expenses may be allocated to the grant, subject to the Client's approval and the 15% limit. It is the responsibility of the subgrantee to maintain appropriate records for all overhead expenses and to be able to provide those records in the event of an audit.

Overhead should be included as a line item in the approved project budget and generally limited to a maximum of 15% of total direct expenses of a grant.

The following expenses shall be reimbursable, and shall not exceed the budget identified in Exhibit 2, above:

1. Project Expenditures (i.e., contracted or consultant expenses, materials, mileage, etc.)
 - a. Include copies of invoices or receipts.
 - b. If an invoice is to be partially reimbursed with grant funds, please clearly mark the portion allocated to the grant.
 - c. For mileage include a log kept by employees documenting date, hours and destinations related to the grant project. Provide documentation of policy to support rate used.
 - d. For equipment, include the schedule showing the rate as well as a log showing the days and hours the equipment was used for this project and by whom.

2. In-House Labor with documentation of time worked on the project and employee hourly rate.
 - Documentation of Time Worked on the Project
 - Include timesheets detailing the days and number of hours each employee worked on the project.
 - Documentation of Employee Hourly Rate
 - Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

- Fill out the Employee Compensation Chart to demonstrate the rate being charged for each employee.
 - To support rates in the Employee Compensation Chart, submit copies of pay stubs or payroll service printout that show employees' pay rates or salaries (please redact personal identifying information).
 - Documentation supporting employee benefits listed in the Employee Compensation Chart should be maintained in the event of audit but should not be submitted.
 - Any time employees' hourly rates or salaries change, submit an updated Employee Compensation chart along with pay stubs or payroll service printout showing new pay rates.
3. Proof of payment - Examples include:
- a. Copy of both sides of a canceled check (and breakdown if check is for multiple invoices)
 - b. Copy of bank statement with cleared checks and/or Electronic Fund Transfer's (EFT) highlighted
 - c. Invoice indicating "Paid" by the vendor/contractor
 - d. Pre-paid card Statement showing credit remaining after particular project charge e.g., pre-paid photo copier card
 - e. Credit card Statement showing payment made accompanied with original credit card receipt listing specific charges. Must also include proof that the credit card was paid off.
 - f. For subgrantee personnel services one of the following:
 - i. Chief Financial Officer's signature on the certification on the Grantee Labor Cost Form
 - ii. Payroll stubs or payroll service printout for each pay period
 - iii. Signed acknowledgement from employees regarding receipt of paychecks for a specific time period



Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 4

Invoicing Requirements

Initial invoice will be due and payable by the CEC to County of Santa Barbara when all of the following conditions have been met:

- a) This Master Agreement and this Subcontract have been fully executed
- b) Certificates of Insurance meeting the requirements of this Subcontract have been submitted to CEC by County of Santa Barbara
- c) Signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted to CEC by County of Santa Barbara
- d) Quarterly time and materials tracking sheets have been submitted to CEC by County of Santa Barbara
- e) Invoice for payment, prepared in accordance with the terms of the Subcontract, has been submitted to CEC by the County of Santa Barbara.

All Tasks will be compensated on a time and materials basis unless a fixed-price agreement is established for specific deliverables and milestones.

Time & Materials

Invoices will be submitted not more often than once per quarter and shall include:

- a) Staff name, task number, hours spent per task, and task description
- b) Travel and other related expenses
- c) Time and materials basis and charge time using the fee schedule in Exhibit 2.
- d) County of Santa Barbara will be reimbursed for expenses related to the approved Scope of Work or otherwise authorized in advance in writing by the CEC Project Manager.



Community
Environmental
Council
Bold Climate Action
Acción Climática Audaz

Subcontractor Agreement - County of Santa Barbara

Project: Guadalupe-Lompoc Climate Action Initiative (Grant Agreement - GF2365-0)

Exhibit 5

Master Agreement Attached