

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: November 20, 2025

FROM: Madeline Dessert, General Manager

SUBJECT: Imperial County Air Pollution Control District AB 617 Contract Report

Background:

Heber Public Utility District finalized and signed the contract with the Imperial County Air Pollution Control District (ICAPCD) for AB 617 funding to support the Heber Greenbelt Project. The partnership with ICAPCD strengthens regional environmental goals and enables HPUD to advance a key project benefiting residents in a historically underserved community.

Fiscal Impact:

Should the Board Authorize the General Manager to sign an agreement with the Imperial County Air Pollution Control District there will be no negative impact to the District's funds and this is grant funding.

Action Item:

Authorize the General Manager to sign an agreement with the Imperial County Air Pollution Control District.

Do not authorize the General Manager to sign an agreement with the Imperial County Air Pollution Control District and provide direction to staff.

Respectfully,

Madeline Dessert

FUNDING AGREEMENT

**Community Air Protection Incentives
Program Year 6**

Urban Greening

Heber Greenbelt Project

THIS AGREEMENT FOR FUNDING (“Agreement”), made and entered into this _____ day of _____, 2025, by and between IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT, an air pollution control district formed and existing pursuant to California Health and Safety Code section 40002 (“ICAPCD”), and Heber Public Utility District, a utility district established pursuant to Public Utilities Code §11501 et seq (“GRANTEE”) (individually, “PARTY” collectively, “PARTIES”) shall be as follows:

RECITALS

WHEREAS, in 2019, the El Centro-Heber-Calexico Corridor AB 617 Community (“Community”) developed a Community Emissions Reduction Program (“CERP”) to address local air quality concerns as part of the state-wide Community Air Protection Program; and

WHEREAS, as part of CERP development, the Community was granted funding by the California legislature for the implementation of projects for reducing pollutant emissions or community exposure through mobile source, stationary source, and community-identified projects and strategies; and

WHEREAS, various strategies were identified during CERP development, with one of these key strategies being *Urban Greening Projects*; and

WHEREAS, GRANTEE submitted an application to ICAPCD seeking funding in the amount of two hundred twenty-five thousand five hundred seventy-three dollars and ninety-one cents (\$225,573.91) for a community urban greening project, entitled “Heber Greenbelt Project,” consisting of approximately 2,520 square feet of green space to be created and/or enhanced at Heber Greenbelt Project located at Correll Road to Highway 86 along the dirt patch parallel with Dogwood Road in Heber, CA 92249 (“PROJECT”) in an attempt to mitigate PM₁₀ ; and

WHEREAS, ICAPCD presented the Project to the Community on September 10, 2025, and the Community approved the Project funding as presented; and

WHEREAS, ICAPCD is authorized to enter into this Agreement under the provisions of California Health and Safety Code section 40701; and

WHEREAS, ICAPCD desires to provide such funding to GRANTEE as approved by the Community, subject to the terms and conditions provide for herein.

NOW THEREFORE, for and in consideration of the mutual promises set out herein, ICAPCD and GRANTEE have and hereby agree as follows:

1. INCORPORATION OF RECITALS.

1.1. PARTIES hereby certify that to the best of their knowledge, the above recitals are true and correct.

1.2. The above recitals are hereby adopted and incorporated within this Agreement.

2. DEFINITIONS.

2.1. “Scope of Work” shall mean the Application submitted by GRANTEE entitled “Application for Proposals: Urban Greening Projects Imperial County Community Emission Reduction Program (CERP) for the El Centro- Heber-Calexico Corridor-Heber Public Utility District,” dated 08/08/2025. The Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

2.2. “Request for Proposals” shall mean the document entitled “Imperial County Air Pollution Control District-Request for Proposals (RFP) for AB617 Urban Greening Projects. The Request for Proposals is attached hereto as **Exhibit “B”** and incorporated herein by this reference.

3. CONTRACT COORDINATION.

3.1. The Air Pollution Control Officer, or his/her designee, shall be the representative of ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall supervise the progress and execution of this Agreement.

3.2. GRANTEE shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for

any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of ICAPCD’s Contract Manager.

4. SCOPE OF WORK.

GRANTEE shall provide all materials and labor to perform this Agreement consistent with the Scope of Work and Request for Proposals, attached hereto as **Exhibit “A”** and **Exhibit “B”** respectively. In the event of a conflict amongst this Agreement, Scope of Work, and Request for Proposals, this Agreement shall take precedence.

In the event of a conflict among this Agreement, the Request for Proposal and the “Application for Proposals: Urban Greening Projects Imperial County Community Emission Reduction Program (CERP) for the El Centro- Heber-Calexico Corridor- Heber Public Utility District”, the Request for Proposal shall take precedence over the Application and this Agreement shall take precedence over both.

5. WORK TO BE PERFORMED BY GRANTEE

- 5.1.** GRANTEE shall comply with all terms, conditions, and requirements of the Scope of Work and this Agreement.
- 5.2.** GRANTEE shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by GRANTEE hereunder.
- 5.3.** GRANTEE shall:
 - 53.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the work to be performed by GRANTEE under this Agreement;
 - 53.2.** Keep itself fully informed of all existing and proposed federal, State and local laws, ordinances, regulations, orders and decrees which may affect those under this Agreement;
 - 53.3.** At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
 - 53.4.** Immediately report to ICAPCD’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any provisions of this Agreement.

6. REPRESENTATIONS BY GRANTEE

- 6.1. GRANTEE represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2. GRANTEE represents and warrants that the person or people executing this Agreement on behalf of GRANTEE have the authority of GRANTEE to sign this Agreement and bind GRANTEE to the performance of all duties and obligations assumed by GRANTEE herein.
- 6.3. GRANTEE represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of GRANTEE herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4. GRANTEE understands that ICAPCD considers the representations made herein to be material and would not enter into this Agreement with GRANTEE if such representations were not made.
- 6.5. GRANTEE understands and agrees that in the course of performance of this Agreement, GRANTEE may be provided with information or data considered by ICAPCD to be confidential. ICAPCD shall clearly identify such information and/or data as confidential. GRANTEE shall take all necessary steps necessary to maintain such confidentiality, including but not limited to restricting the dissemination of all material received to those required to have such data in order for GRANTEE to perform under this Agreement.

7. TERM OF AGREEMENT.

- 7.1. This Agreement shall commence upon the execution of the Agreement by both PARTIES and shall terminate ten (10) years from the date that the PROJECT becomes operational, unless otherwise terminated as provided for in this Agreement.
- 7.2. The foregoing term of the Agreement shall be divided into the following two timelines:
 - 7.2.1. The “Project Completion” timeline, which shall begin upon the execution of this Agreement, and shall end on the date that the PROJECT becomes operational, including the period of construction, as confirmed by the ICAPCD’s post-inspection conducted in accordance with CAP Incentives Guidelines, Imperial

County CERP Program: Project Plan Urban Greening Program and other applicable rules, regulations, policies and procedures. The Project Completion timeline shall be completed according to the **Exhibit “A”** provided by the GRANTEE, unless extended by the Air Pollution Control Officer; and

7.2.2. The “Project Implementation” timeline, which shall begin upon the date that the PROJECT becomes operational as confirmed by the ICAPCD’s post-inspection, and shall end upon termination of this Agreement as set forth above. During the Project Implementation period, the GRANTEE is required to operate and maintain their PROJECT according to the **Exhibit “A”** and.

7.3. The PARTIES agree that time is of the essence in the completion of the PROJECT, and that ICAPCD shall monitor all progress related to the GRANTEE to ensure it is completed in a timely fashion. For purposes of this Agreement, “timely fashion” shall mean the PROJECT shall be completed as specified in **Exhibit “A”**. Any requests for extensions of time to perform in a timely fashion shall be in writing and forwarded to the attention of the ICAPCD’s Air Pollution Control Officer. All requests shall outline the factual basis for the extension request.

7.4. GRANTEE shall submit periodic status reports to ICAPCD’s Air Pollution Control Officer that illustrate GRANTEE’s progress toward completion of the PROJECT.

8. FUNDING.

8.1. The total funding under this Agreement shall not exceed **two hundred twenty-five thousand five hundred seventy-three dollars and ninety-one cents (\$225,573.91)**. No guarantee of funds shall be made until **Exhibit “A”** is fully executed. Work done prior to the execution of this Agreement is at GRANTEE’s own cost and expense.

8.2. Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay GRANTEE any additional funding, compensation, out-of-pocket expenses, fees, or other remuneration unless otherwise agreed to in writing by both PARTIES.

8.3. PARTIES understand and agree that the maximum amount of funding awarded under this Agreement shall not exceed the PROJECT incremental costs.

8.4. PARTIES certify that the maximum amount of funding awarded under this Agreement complies with any applicable funding caps and other criteria for the specific Project category as identified in the Imperial County CERP Program: Project Plan Urban Greening Program Guidelines.

9. PAYMENT OF FUNDING.

9.1. GRANTEE shall submit invoices on a monthly basis for work performed during each month. GRANTEE shall receive funding for the Project after invoices have been received by ICAPCD and the work performed has been reviewed, inspected and approved to be in accordance with **Exhibit “A”** and **Exhibit “B”** by ICAPCD.

9.2. ICAPCD shall not provide funding for work that is not included in a monthly invoice unless otherwise agreed to in writing by both Parties.

10. METHOD OF PAYMENT.

Upon the approval from ICAPCD of the work performed by GRANTEE, GRANTEE shall receive funding within a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days after ICAPCD has approved the completion of the Project in accordance with **Exhibit “A”** and **Exhibit “B.”**

11. PUBLIC FUNDING FROM OTHER SOURCES.

11.1. GRANTEE understands and agrees that unless it is a public agency, it is generally prohibited from applying for or receiving other public funds for this PROJECT.

11.1.1. Notwithstanding the above, GRANTEE may apply for and receive additional funding for this PROJECT from the following sources:

- a) Tax credits;
- b) Tax deductions;
- c) Public rebates;
- d) Public loans;
- e) DISTRICT penalty funds;
- f) Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- g) Funding provided by the Alternative and Renewable Fuel and Vehicle Technology

Program;

- h)** CARB Low Carbon Transportation Investment funds to reduce GHG emissions.
- i)** Tax deductions;
- j)** Public rebates;
- k)** Public loans;
- l)** DISTRICT penalty funds;
- m)** Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- n)** Funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program;
- o)** CARB Low Carbon Transportation Investment funds to reduce GHG emissions.

11.1.2. GRANTEE understands and agrees that the total public funding received by GRANTEE for this PROJECT during the term of this Agreement cannot exceed two hundred twenty-five thousand five hundred seventy-three dollars and ninety-one cents (\$225,573.91). For the purposes of Subparagraph 11.1.2, total public funding shall not include tax credits, tax deductions, public rebates, public loans, or ICAPCD penalty funds.

11.2. GRANTEEs receiving co-funding from other sources for the project must meet all criteria associated with each funding source used.

11.3. GRANTEE must certify that they have disclosed all funding sources that they have applied for or received for the PROJECT, and that the GRANTEE will notify the ICAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after Agreement execution.

12. MULTIPLE APPLICATIONS/CONTRACTS PROHIBITED.

12.1. GRANTEE agrees, by signing this Agreement for this PROJECT, GRANTEE shall not submit another application or sign another contract for the PROJECT with any other source of CAP Incentives Program funds, including but not limited to, other air pollution management or control districts, or the CARB that have not already been disclosed to ICAPCD.

12.2. If GRANTEE is found to have submitted multiple applications or signed multiple contracts for the PROJECT, then GRANTEE shall, at a minimum, be disqualified from funding for the

PROJECT from all applicable funding sources, and may also be banned from submitting future applications to any and all CAP Incentives Program solicitations.

12.3. Violation of this Section may result in the ICAPCD or CARB levying fines and/or pursuing other civil or criminal remedies against GRANTEE.

13. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER REQUIREMENTS.

13.1. GRANTEE is hereby on notice that the work to be performed under this Agreement in connection with the PROJECT may be subject to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.

13.2. In the event a determination is made by the California Department of the Industrial Relations (“DIR”) that said work under the PROJECT is "public works" within the meaning of the California Labor Code, the GRANTEE agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICAPCD and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with the GRANTEE’s failure to comply with such a determination, and further agrees to abide by the following provisions:

13.2.1. Prevailing Wage. GRANTEE shall require its contractor and subcontractors to pay all workers employed on the PROJECT the higher of either the rates determined by the Director of DIR, or when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

(a) Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at the Imperial

County Department of Public Works, and are available to GRANTEE and any other interested PARTY upon request.

- (b) GRANTEE’s contractor shall post the prevailing rate of per diem wages at the PROJECT work site.
- (c) GRANTEE is responsible for compliance with the provisions herein.

13.2.2. Mandatory Registration with the Department of Industrial Relations - NEW REQUIREMENTS PURSUANT TO SB 854.

- (a) GRANTEE’s contractor and their subcontractors shall be registered with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
- (b) GRANTEE shall not select a contract unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- (c) GRANTEE shall not award any contract for public work on a public works project (awarded on or after April 1, 2015) to a contractor unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5.
- (d) The work on the PROJECT described herein may be subject to compliance monitoring and enforcement with the DIR.
- (e) For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

13.2.3. Cognizance of Violations by ICAPCD.

- (a) GRANTEE understands and agrees that ICAPCD shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code

committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If applicable, GRANTEE may bring an action in a court of competent jurisdiction to recover from ICAPCD the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

(i) ICAPCD previously affirmatively represented to GRANTEE in writing, in the call for bids, or otherwise, that the work was not a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or

(ii) ICAPCD received actual written notice from the Department of Industrial Relations that the work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to GRANTEE before the bid opening or award.

13.2.4. Prevailing Wage Rates and Payroll Records.

(a) GRANTEE shall require its contractor and their subcontractors to comply with §§ 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at the contractor’s principal office. The responsibility for compliance with these provisions is fixed with the GRANTEE’s contractor,

who the GRANTEE must inform, and the contractor must understand and agree, that it shall, as a penalty to GRANTEE, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any work done pursuant to this Agreement.

(b) GRANTEE’s contractor shall be liable for penalties when a subcontractor fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

(i) GRANTEE’s contractor had knowledge of the failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or

(ii) GRANTEE fails to comply with the following requirement: The contract executed between GRANTEE and its contractor for the performance of work on the PROJECT shall include a copy of the provisions of California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and

(iii) GRANTEE fails to comply with the following requirement: GRANTEE shall monitor the payment of the specified general prevailing rate of per diem wages by its contractor to its employees, by periodic review of the certified payroll records of the contractor; and

(iv) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, GRANTEE shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the

subcontractor for work performed on the PROJECT; and

- (v) Prior to making final payment to its contractor for work performed on the PROJECT, GRANTEE shall obtain an affidavit signed under penalty of perjury from its contractor that the contractor has paid the specified general prevailing rate of per diem wages to his or her employees on the PROJECT work and any amounts due pursuant to California Labor Code § 1813.

132.5. Work Day and Work Week Requirements.

- (a) GRANTEE agrees to require its contractor and their subcontractors to comply with §§ 1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the Department of Labor regulations, which provide that contractor's workers and their subcontractors' workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.
- (b) Work performed by employees of GRANTEE's contractor and their subcontractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (c) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractor, who the GRANTEE must inform, and the contractor must understand and agree, that as a penalty to GRANTEE, forfeit specific monetary fines to GRANTEE should

GRANTEE's contractor or their subcontractors fail to comply with the provisions contained within this paragraph.

13.2.6. Apprenticeship Requirements.

- (a) GRANTEE agrees to require its contract to comply with §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide ICAPCD with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by § 1777.5(e).
- (b) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractors for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with § 1777.5) and GRANTEE's contractor and their subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code § 3077.
- (c) If the PROJECT work falls within the jurisdiction of California Labor Code § 1777.5, ICAPCD shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, ICAPCD shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

13.2.7. Labor Standards Compliance Requirements.

- (a) It is GRANTEE's contractor's responsibility to provide all labor compliance documentation from their subcontractors completely and accurately in a timely manner. GRANTEE's contractor is responsible to review promptly and then forward on all required documentation to GRANTEE per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, GRANTEE's contractor will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by GRANTEE.
- (b) In the event, during the review process of labor compliance documentation from GRANTEE's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from GRANTEE's contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by GRANTEE's contractor.

14. COMPLIANCE WITH PROGRAM GUIDELINES AND FEDERAL, STATE, AND LOCAL LAWS.

- 14.1.** GRANTEE represents and warrants that any employee, contractor, subcontractor, or agent who will be performing any of the duties and obligations required by this Agreement shall possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 14.2.** GRANTEE certifies that the PROJECT meets all the eligibility requirements of the CAP Incentives and that the PROJECT shall be operated in a manner consistent with the CAP Incentives Guidelines.
- 14.3.** GRANTEE certifies that the PROJECT shall be in compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures in force at the time of this Agreement's execution.

14.4. During the term of this Agreement, GRANTEE agrees to maintain compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures.

15. **TIME FOR COMPLETION OF THE WORK.**

15.1. The PARTIES agree that time is of the essence in the performance of this Agreement.

15.2. GRANTEE understands and agrees to promptly complete the work described in **Exhibit “A”** and understands that if the PROJECT is not completed within the projected timeline of eighteen (18) months from the time of grant approval, then ICAPCD may terminate this Agreement due to non-completion and GRANTEE will be required to return any funds previously provided.

15.3. Time extensions may be allowed for delays caused by ICAPCD, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of GRANTEE

15.3.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.

15.3.2. All requests for extension outline the factual bases for the request.

16. **MAINTENANCE.**

16.1. Throughout the term of this Agreement, GRANTEE shall maintain the PROJECT in operating condition for continued emissions reduction.

16.2. Throughout the term of this Agreement, GRANTEE shall continue to use the PROJECT area as originally stated in this Agreement and **Exhibit “A”**. GRANTEE shall not repurpose the PROJECT or PROJECT area.

17. **RECORD RETENTION AND EXAMINATION.**

17.1. GRANTEE shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

17.1.1. GRANTEE shall maintain all reports, documents, and records, which demonstrate

performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

17.12. Any records or documents required to be maintained by GRANTEE pursuant to this Agreement shall be made available to ICAPCD, California Air Resources Board (CARB), or their designee for inspection or audit at any time during GRANTEE's regular business hours; provided that ICAPCD or CARB provides GRANTEE with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to ICAPCD or CARB, be provided to ICAPCD or CARB for inspection at GRANTEE's address indicated for receipt of notices under this Agreement.

18. REPORTING REQUIREMENTS.

18.1. By November 1 and continuing every year thereafter in which this Agreement remains in effect, GRANTEE shall complete and submit an Annual Report to the ICAPCD. Annual report submission must commence no later than 18 months after the PROJECT post-inspection. The Annual Report shall adhere to the format and content requirements found within Chapter 3, Section U of the CAP Incentives Guidelines and will include a picture of the PROJECT. In the case the post-inspection is conducted on or after May 1, the first Annual Report shall be completed and submitted on November 1 of the following year. The reporting requirements ends with submission of the report corresponding to the last year covered with in the project implementation life.

18.2. GRANTEE shall also promptly complete and return any surveys or other requested information required by the ICAPCD.

18.3. Noncompliance with these reporting requirements shall result in mandatory on-site monitoring and/or inspection by the ICAPCD.

19. EMISSION REDUCTION CREDITS.

19.1. Throughout the Agreement term, the PROJECT must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory requirements.

19.2. GRANTEE acknowledges that receipt of the funding awarded herein prohibits GRANTEE from applying for any type of emission reduction credit program for this PROJECT, including but not limited to:

19.2.1. Emission Reduction Credit (ERC);

19.2.2. Mobile Emission Reduction Credit (MERC); and/or

19.2.3. Certificate of Advanced Placement (CAP).

19.3. The above prohibition shall apply to all emission reduction credit programs managed by any Air Quality Management or Air Pollution Control Districts within the State.

20. COOPERATION IN DETERMINING EMISSION BENEFITS.

By executing the Agreement, the GRANTEE understands and agrees to use the PROJECT according to the terms of the Agreement and to cooperate with the ICAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emissions benefits are impactful to the needs of the communities in which the PROJECT will operate, and that the PROJECT is responsive to identified community priorities and guidance.

21. SUSPENSION OF AGREEMENT.

ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of GRANTEE to perform any provision of this Agreement.

22. ABILITY TO PERFORM.

22.1. Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default

under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

22.2. Upon failure to cure as herein provided, the party alleging the failure may terminate this Agreement or institute legal or equitable proceedings to enforce this Agreement.

22.3. GRANTEE shall not have the right to transfer all or any portion of its interest, rights and obligations under this Agreement except in conjunction with the transfer of a like interest in the GRANTEE. Any transfer of an equity interest in the GRANTEE shall require assumption by the transferee of a proportional part of the rights and obligations hereunder. Notwithstanding such transfer, GRANTEE shall remain responsible for the full performance of the rights and obligations imposed upon GRANTEE herein.

23. TERMINATION.

23.1. Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

23.2. Upon failure to cure as herein provided, the PARTY alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

24. ON-SITE INSPECTIONS AND AUDITS.

24.1. GRANTEE agrees that the ICAPCD, CARB, or their designee shall have the right to access the PROJECT to perform an inspection and/or audit necessary for monitoring and enforcement during the term of this Agreement.

24.2. The ICAPCD and CARB shall have the authority to fine GRANTEE and/or seek any other remedies available under the law for noncompliance with CAP Incentives Program requirements or failure to fully perform under this Agreement.

24.3. GRANTEE shall furnish ICAPCD or CARB with every reasonable opportunity for

ICAPCD or CARB to ascertain that the work being performed by GRANTEE is in accordance with the requirements and intentions of this Agreement. The inspection of such work shall not relieve GRANTEE of any of its obligations to fulfill its Agreement as prescribed.

25. INTEREST OF GRANTEE.

- 25.1. GRANTEE covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
- 25.2. GRANTEE covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.
- 25.3. GRANTEE certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

26. INDEMNIFICATION.

To the greatest extent permitted by law, GRANTEE agrees to indemnify, defend, protect and hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence or anyone acting under GRANTEE's direction in connection with or incident with the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICAPCD.

27. INSURANCE REQUIREMENTS.

- 27.1. GRANTEE hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this Agreement (or extended term thereof) the following types of insurance as detailed below:
 - 27.1.1. Commercial General Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence including but not limited to accidents, including personal injury, death, and property damage.
 - 27.1.2. Commercial Automobile Liability. Coverage in a minimum amount of one million

dollars (\$1,000,000) combined single limit.

27.13. Professional Liability.

Workers' Compensation.

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of GRANTEE
- (b) Prior to the commencement of any work, GRANTEE shall sign and file with ICAPCD the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) GRANTEE understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the PROJECT.
- (e) Worker's Compensation coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If GRANTEE does not have any employees, initial here ____.
 - (ii) Should status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

27.14. Employers Liability.

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.

- (i) If GRANTEE does not have any employees, initial here ____.
- (ii) Should this status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

27.2. Special Insurance Requirements. All insurance required shall:

27.2.1. Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to ICAPCD. A rating of at least A-VII shall be acceptable to ICAPCD; lesser ratings must be approved in writing by ICAPCD.

27.2.2. Be primary coverage as respects ICAPCD and any insurance or self-insurance maintained by ICAPCD shall be in excess of GRANTEE's insurance coverage and shall not contribute to it.

27.2.3. Name the Imperial County Air Pollution Control District and the County of Imperial and their officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance, and provide that ICAPCD may recover for any loss suffered by ICAPCD due to GRANTEE's negligence.

27.2.4. State that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause

27.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICAPCD. GRANTEE may not terminate such coverage until it provides ICAPCD with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of ICAPCD shall, at the option of ICAPCD, be grounds for termination of this Agreement.

27.3. Additional Insurance Requirements.

27.3.1. ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.

27.3.2. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;

- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"
- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes ICAPCD and County of Imperial as additional insureds.
- (g) States that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause.

27.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, GRANTEE shall, if requested by ICAPCD, provide ICAPCD satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

27.5. Certificates of Insurance. GRANTEE agrees to provide ICAPCD with the following insurance documents on or before the effective date of this Agreement:

27.5.1. Complete copies of certificates of insurance for all required coverages, including additional insured endorsements, shall be attached hereto as **Exhibit "C"** and incorporated herein.

27.5.2. The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial
Risk Management Department 940
Main Street, Suite 101

El Centro, CA 92243

and

Imperial County Air Pollution Control District 150
South 9th Street
El Centro, CA 92243

27.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude GRANTEE from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

28. INDEPENDENT CONTRACTOR.

28.1. Nothing contained herein shall be construed to create, and the PARTIES hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.

28.2. GRANTEE on its own behalf, and on the behalf of its agents and employees, agrees that GRANTEE is acting as an independent contractor, and not as an agent, officer or employee of ICAPCD.

28.3. GRANTEE is not an employee of ICAPCD and is only responsible for the requirements and results specified by this Agreement.

28.4. GRANTEE shall be responsible to ICAPCD only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICAPCD's control with respect to the physical actions or activities of GRANTEE in fulfillment of the requirements of this Agreement.

28.5. GRANTEE is not, and shall not be, entitled to receive from, or through, ICAPCD, and ICAPCD shall not provide, or be obligated to provide, GRANTEE with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of ICAPCD.

28.6. GRANTEE shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall not withhold or pay, on behalf of GRANTEE, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any federal, state,

or local law or regulation.

- 28.7. GRANTEE shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICAPCD fringe benefit program, including, but not limited to, ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICAPCD's employees.
- 28.8. ICAPCD shall not withhold or pay, on behalf of GRANTEE, any federal, state, or local tax, including, but not limited to, any personal income tax, owed by GRANTEE.
- 28.9. GRANTEE is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICAPCD.
- 28.10. GRANTEE shall not have the authority, express or implied, to act on behalf of, bind, or obligate ICAPCD in any way without the written consent of ICAPCD.

29. **ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by GRANTEE without the prior written consent of ICAPCD.

30. **NON-DISCRIMINATION.**

- 30.1. During the performance of this Agreement, GRANTEE and its subcontractors GRANTEE shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 30.2. GRANTEE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 30.3. GRANTEE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
- 30.4. The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

30.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

30.6. GRANTEE and its subcontractors shall give written notice of their obligations under Section 22 to labor organizations with which they have a collective bargaining or other agreement.

30.7. GRANTEE shall include the nondiscrimination and compliance provisions of Section 22 in all subcontracts to perform work under this Agreement.

31. NOTICES.

31.1. Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by certified mail, return receipt requested, to the addresses set forth below:

ICAPCD:
Imperial County Air Pollution Control District
150 South 9th Street
El Centro, CA 92243
Telephone: 442-265-1800
Attn: Belen Leon-Lopez,
Air Pollution Control Officer

GRANTEE:
Heber Public Utility District
1078 Dogwood Road Suite 103
Heber, CA 92249
Telephone: 760-482-2440
Attn: Madeline Dessert
General Manager

and

Imperial County Air Pollution Control District
Clerk of the District Board of Directors
940 West Main Street, Suite 209
El Centro, CA 92243
Attn: Cynthia Medina, Clerk of the Board of Supervisors

31.2. Notice shall be deemed to have been delivered only upon receipt by the PARTY, seventy-two (72) hours after deposit in the United States mail, or twenty-four (24) hours after deposit with an overnight carrier.

31.3. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written

notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

32. ENTIRE AGREEMENT.

This Agreement contains the entire contract between ICAPCD and GRANTEE relating to the transactions contemplated and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

33. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both PARTIES.

34. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

35. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

36.1. As used in this Agreement, and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

36.2. GRANTEE as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

36.3. All covenants herein contained on the part of GRANTEE shall be joint and several if more than one person, firm, or entity executes the Agreement.

37. LIMITATIONS.

37.1. This Agreement and any funding awarded to GRANTEE hereunder are subject to the provisions and limitations imposed by the California Health and Safety Code.

37.2. ICAPCD shall have no liability for any funding or expenses that are found to be in contravention to the California Health and Safety Code.

37.3. GRANTEE shall reimburse DISTRICT for any funding and expenses paid by DISTRICT to GRANTEE that are later determined to be in contravention to the California Health and Safety Code.

38. NON-ASSIGNABLE.

No performance to be rendered or payment due under this Agreement may be delegated or assigned.

39. WAIVER.

No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

40. CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either PARTY with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

41. AUTHORITY.

41.1. Each individual executing this Agreement on behalf of GRANTEE represents and warrants that:

41.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of GRANTEE; and

41.1.2. Such execution and delivery is in accordance with the terms of any Articles of Incorporation or Partnership, by-laws, or Resolutions of GRANTEE and;

41.2. This Agreement is binding upon GRANTEE accordance with its terms.

41.3. GRANTEE shall deliver to ICAPCD evidence acceptable to ICAPCD of the foregoing within thirty (30) days of execution of this Agreement.

42. COUNTERPARTS.

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all PARTIES have executed a counterpart hereof.

43. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both ICAPCD and GRANTEE, and no presumption or rule that ambiguities shall be construed against the drafting PARTY shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

44. NON-APPROPRIATION.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the work set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to GRANTEE of the unavailability and/or non-appropriation of funds.

[Signatures on Following Page]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the day and year first above written.

Imperial County Air Pollution Control District

Heber Public Utility District

By: _____
John Hawk, Chairman
District Board

By: _____
Madeline Dessert,
General Manager

ATTEST:

Cynthia Medina, Clerk of the District Board,
Imperial County Air Pollution Control District

APPROVED AS TO FORM:

Geoffrey P. Holbrook,
County Counsel

By: _____
Kelly Ranasinghe,
Senior Deputy County Counsel

EXHIBIT “A”

Application for Proposals: Urban Greening Projects

**Imperial County Community Emissions Reduction Program (CERP) for the
El Centro-Heber-Calexico Corridor**



The Imperial Community Emissions Reduction Program (CERP) for the El Centro-Heber-Calexico Corridor and associated emission and exposure reduction projects are part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

Urban Greening Project Proposal Application

Date	_____
Project	_____ Please give your project a brief title
Beneficiary	_____ Who benefits from this project? (ex. City of El Centro)

Project Oversight Information

Name	_____
Agency	_____
Company	_____
Title	_____
Address	_____
City	_____
State	_____
Zip Code	_____

Applicant Contact Information

Applicant Name	_____
Applicant Telephone	_____
Applicant E-mail	_____
Applicant Address	_____

Project Summary

Please use this section to briefly describe your project. Indicate in this section how your project will meet environmental goals or have an environmental benefit.

Scope of Work

Identify the proposed project location and describe the current site conditions. Please note the extent of public access to the proposed project site

i.e., Provide address or cross-streets, and describe surrounding area. Also note legal owners of each parcel within the project footprint. Please attach photographs of the project site and a representation of the project plan area (i.e., site plan). For projects with vegetative barriers, please include planned barrier height and thickness.

Describe the proposed greenery

Please include the quantity of each species of plant or tree to be planted. Please also note environmental benefits of the selected species (e.g., if the species is native or drought-resistant), if possible.

Area of green space to be created or enhanced (acres or square footage) _____

Describe the proposed irrigation systems

Please note the type of irrigation systems (e.g., drip, overhead spray)

Scope of Work, Continued

Describe any possible project limits such as parking, hours of operation, available staffing, user fees, seasonal restrictions, or other ecological considerations.

Provide a list of sensitive receptors (i.e., schools, daycares, residences) within 1,000 feet of the project

Name of Location	Distance from Project

Provide an estimated timeline for project implementation, assuming the project is notified of grant approval within 60 days of submittal of this application.

Please include preliminary design, environmental documentation, permitting, and long-term operation and maintenance commitments as steps in this timeline.

Date	Action

Describe the measures that will be utilized to assure completion of the project within the indicated time

Identify the key individuals responsible for project implementation and their roles.

Name	Title/Position	Project Role

Project Funding

Describe the estimated costs of the project:

Supplies and Materials _____
Labor and Construction _____
Contracted Services _____
Signs and Interpretive Aids Communicating Information about the Project _____
Total Eligible Project Cost _____

Additional:

Non-Construction Costs (Up to 25%) _____
Contingency Costs (Up to 10%) _____

What is the requested funding amount for total eligible project costs, non-construction costs and contingency cost?

How much additional funding has been secured for this project?

Amount: _____ Source: _____

Emissions Reductions

Please attach a completed version of the California Natural Resources Agency (CNRA) Draft Urban Greening Benefits Calculator Tool to this application.

Project Commitment

The applicant commits to the following requirements:

- Applicant is the owner of the Urban Greening project area, or has authority to construct and maintain the project on the property
- Applicant will maintain the green space during the entire contract period, 10 years
- Applicant will make the project available for inspection if requested by ICAPCD and/or CARB staff during the entire contract period, 10 years
- Applicant will contact the Imperial County Agricultural Commissioner's Office before obtaining any plant material originating from outside Imperial County
- Applicant will ensure that trees are purchased, planted, and maintained to the specifications provided in Appendix H of CAL FIRE's Urban and Community Forestry Grant Guidelines.¹
- Where feasible, projects shall provide public access
- All property taxes are current as of the time of this application
- Applicant will obtain any permits required to do the project
- Applicant or their sponsor has financial capacity to complete, operate, and maintain the project
- Any funds required from other sources will be available on the time frame needed to carry out the project
- Photo documentation will be provided project upon completion
- Photo documentation or tree condition report will be provided annually to demonstrate ongoing project maintenance
- Plant species selected maximize greenhouse gas reductions and minimize emissions of biogenic volatile organic compounds (BVOC) and allergenic pollen, where possible
- Projects incorporate recommendations in the anti-displacement resources provided, as applicable

Date

August 6, 2025

Signature

[Handwritten Signature]

¹ Appendix H, CAL FIRE Urban and Community Forestry Grant Guidelines. Available: <https://www.fire.ca.gov/media/9653/cal-fire-ucf-cci-2019-20-grant-guidelines-final.pdf#page=54>. Accessed: January 2021.

**Application for Proposals:
AB 617**

Imperial County Community Emissions Reduction Program (CERP) for the El Centro-Heber-Calexico Corridor

Written Responses

Project Summary

Please use this section to briefly describe your project. Indicate in this section how your project will meet environmental goals or have an environmental benefit.

The proposed Heber Greenbelt located along Dogwood Road represents a transformative investment in environmental sustainability, public health, equitable infrastructure, and public safety. Located within a historically underserved and disadvantaged community in Imperial County, this project is designed not only to promote active transportation but also to produce significant and lasting environmental benefits. These benefits align closely with the goals of statewide environmental initiatives and climate policies, ensuring that Heber becomes a role model for resilient, green infrastructure in rural and disadvantaged communities.

1. One of the most notable environmental benefits of the Heber Greenbelt project is the reduction in greenhouse gas emission as a result of active transportation. Currently, the project site is a vacant and underused piece of land that does not have safe pedestrian and cycling infrastructure. This barrier compels many residents to rely on motor vehicles for short trips in town. By offering a dedicated, safe pathway for walking and biking, the project will encourage a mode shift away from vehicle use. This reduction in vehicle miles traveled leads to decreased emissions and particulate matter which are key contributors to climate change and local air quality degradation. Reducing vehicle use and emissions in this region directly improves public health and environmental quality.
2. The Heber Greenbelt incorporates greening strategies, that include the planting of drought resistant trees, shrubs, and potential dust mitigation efforts to better address the extreme desert climate of Imperial Valley. The greening project will offer an abundance of co-benefits. First, the Heber Greenbelt will improve the ecological and visual quality of the area, converting a underutilized dusty area into a vibrant green space for the community to enjoy. Additionally, the trees that will be planted in the Heber Greenbelt will provide reduce surface and ambient temperatures by providing shade. This will mitigate the heat island that effect the community because of the lack of shade during the extreme weather during the summer. The Heber Public Utility District will utilize the native plants that will also be drought tolerant in order to support the local biodiversity. Lastly, local pollinators will benefit from the restoration provided.
3. Heber faces public safety risks as a result of climate change that contribute to extreme heat and poor air quality. The Heber Greenbelt will improve community resilience by providing shaded corridors for walking and biking especially during the extreme heat. For this reason, the Greenbelt will provide the ability to travel safely and comfortably during high temperatures and becomes not just a convenience but a matter of public

health. Trees and vegetative cover reduce surface temperatures through evapotranspiration and shading, which lowers the overall heat burden on infrastructure and reduces energy demand for cooling in adjacent areas.

The Greenbelt project will provide an abundance of environmental benefits such as clean air, safer and greener mobility corridors, and accessible public spaces. Additionally, the greenbelt project will also provide residents the same quality of life, public health protection, and access to nature that is offered by more affluent communities. Moreover, the greenbelt project also foster a sense of community ownership and stewardship while also addressing the pressing climate and air quality. This local empowerment ensures that the environmental benefits are not only delivered but sustained by the community over time.

The Heber Greenbelt project will serve beyond a transportation or beautification project, but will also serve as an initiative towards environmental justice which delivers real measurable improvements to air quality, climate resilience, and the well being of the community. In addition, the greenbelt will address disparities in infrastructure and environmental quality by investing in transformative solutions that are focused on environmental justice and community wellbeing.

Scope of Work

Identify the proposed project location and describe the current site conditions. Please note the extent of public access to the proposed project site

i.e., Provide address or cross-streets, and describe surrounding area. Also note legal owners of each parcel within the project footprint. Please attach photographs of the project site and a representation of the project plan area (i.e., site plan). For projects with vegetative barriers, please include planned barrier height and thickness.

Project Location and Existing Site Conditions

The proposed Heber Greenbelt Project will be located along Dogwood Road in Heber, spanning from Correll Road to Highway 86. The project will be approximately 2,400 linear feet along the dirt patch that is parallel with Dogwood Rd along Imperial Irrigation District’s right-of-way. The corridor is currently located within a residential and school zone that includes Dogwood Elementary. Dogwood Rd. is a high traffic county road that currently lacks designated routes for pedestrians and cyclists.

Currently, the project site is an underused, compacted dirt patch that is informally utilized by students, pedestrians, and cyclists to commute between homes, schools, and public parks. This path currently lacks proper routes, lighting, lanes, and shade for pedestrians and cyclist which is especially dangerous during the extreme summer heat and night time when visibility is poor due to the lack of lighting. The terrain is currently flat but uneven. Additionally, the path currently has patches of dry brush, debris, and weeds. The path also lacks proper shade that can contribute the reduction of greenhouse gas emissions especially in a highly transited road.

Extent of Public Access

Though there is a lack of formal infrastructure, the proposed project site is currently open and accessible to the public. This passage serves as a corridor that is utilized by walking families to commute to and from Dogwood Elementary. Additionally, youth travel through this path in order to get to the Tito Huerta Park that is west of Dogwood Rd. The current path is open and unfenced, and has no physical barriers that would limit public access. The site is located in the small unincorporated community of Heber that is defined as a disadvantaged community as defined in the CalEnviroScreen 4.0.

Legal Ownership and Land Use

The proposed project site is located within IID’s right-of-way. HPUD’s strong coordination with IID will help move the project along via a letter of support and a more formal agreement to come. No private parcels will be affected as a result of this project. Surrounding parcels are zoned for public, residential, and educational uses, including land under the jurisdiction of HPUD, the Heber Elementary School District, and Imperial County. The project will not require relocation, land acquisition, or eminent domain procedures.

Site Plan and Project Representation

The proposed project plan includes:

- Vegetative barriers composed of native drought-tolerant trees and shrubs

Photographs of Current Site Conditions

1. View of the dirt path facing north toward Heber Avenue
2. View of the dirt path facing south toward Correll Road
3. Proximity of Dogwood Road to pedestrian traffic
4. Nearby school zone with no sidewalk or buffer
5. General condition of vegetation, trash accumulation, and erosion areas

Please include the quantity of each species of plant or tree to be planted. Please also note environmental benefits of the selected species (e.g., if the species is native or drought-resistant), if possible

Species	Quantity	Description
Willow Acaicia	25	Native, drought-tolerant, supports hummingbirds and bees, fast-growing shade tree.
Blue Palo Verde	12	Native, drought-tolerant, spring blooms, provides bird habitat.

Sonoran Palo Verde	13	Native, drought tolerant, supports desert pollinators.
California Buckwheat	50	Native, pollinator friendly
Creosote Bush	40	Native, drought tolerant
Chuparosa (Hummingbird Bush)	30	Pollinator friendly, drought tolerant
Desert Marigold	60	drought tolerant, pollinator friendly
White Sage	30	Native, pollinator friendly
Joshua Tree (Pilot Area)	5	Native, drought tolerant

Describe the proposed irrigation systems Please note the type of irrigation systems (e.g., drip, overhead spray)

HPUD plans to utilize a drip system for the irrigation of the proposed greenbelt. This form of irrigation will not only be efficient but will also promote water conservation, and vegetation sustainability. This low volume system will deliver water straight to the roots and base of the plants ensuring vegetation obtains the water necessary eventually minimizing water runoff and lowering the chances of the water evaporation. Additionally, a drip system is the most ideal for the type of vegetation that will be utilized as most of them are native and are use to the extreme heat of the valley.

Small section of the greenbelt may require some overhead irrigation due to the density of the vegetation. These systems will be strategically placed to ensure even distribution of water while avoiding overspray onto pathways or non-landscaped surfaces. All irrigation zones will be automated with weather-based smart controllers that adjusted watering schedules based on real-time climate conditions, thereby reducing waste and ensuring sustainability.

Furthermore, the design will include mulch coverage around plants to retain soil moisture and reduce irrigation frequency. The overall irrigation infrastructure will be designed with future water conservation mandates in mind, ensuring long-term sustainability and compliance with regional water use standards.

Describe any possible project limits such as parking, hours of operation, available staffing, user fees, seasonal restrictions, or other ecological considerations.

As a public amenity managed by the Heber Public Utility District, the Greenbelt will be open and freely accessible to all residents and visitors at no cost.

There are no planned restricts related to hours and will continue to be accessible to the public at 24 hours 7 days a week. It is the intention of HPUD to ensure the greenbelt is both inclusive and equitable especially for low income families who may rely on walking or biking as a primary source of transportation.

Provide an estimated timeline for project implementation, assuming the project is notified of grant approval within 60 days of submittal of this application.

This timeline is assuming that HPUD is awarded within the next 60 days and includes planning, design, environmental compliance, procurement, construction, and project closeout phases. It is based on an estimated pacing for an infrastructure and landscaping project within a small, rural district.

Estimated Timeline for Project Implementation

Month 0 – Grant Award Notification

1. Formal Notification of Grant Award
2. Finalize Grant Agreement
3. Notify Key Partners (Imperial Irrigation District and the County of Imperial)

Months 1–3 – Project Mobilization and Pre-Planning

1. Identified Roles and Responsibilities
2. Conduct Site Surveying and Assessments
3. Coordinate with IID on Right-Of-Way

Months 3–6 – Environmental Compliance & Design Development

1. Complete the Required Permitting Such as CEQA
2. Commence Preliminary Draft Design

Months 6–9 – Final Design and Permitting

1. Finalize Plans and Design
2. Prepare Bid Documentation

Months 9–11 – Procurement and Contractor Selection

1. Issue RFPs for Construction and Landscape
2. Review Proposals and Select Contractors
3. Execute Contracts and Begin Scheduling

Months 11–17 – Construction and Installation

1. Site Preparation and Grading
2. Install Pathway, Irrigation, Signage, and Amenities
3. Plant Trees and Drought-Tolerant Landscape

Months 17–18 – Project Completion and Closeout

1. Final inspection
2. Submit final reporting and invoicing
3. Host ribbon-cutting event
4. Execute long-term maintenance plan

Total Estimated Project Duration: 18 Months

Describe the measures that will be utilized to assure completion of the project within the indicated time

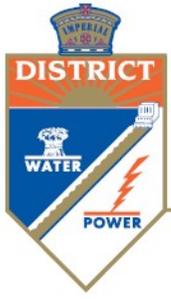
The Heber Public Utility District will take a few measures to ensure proactive and efficient project management. A detail Timeline of the project with clear milestones will be utilized as a guide for each of the project phases, from planning and design to the construction and landscape. This technique will ensure the project runs smoothly with little to no delays.

HPUD has been working closely with key partners to ensure the project is feasible and to establish informal rules and responsibilities. To avoid procurement-related delays, the District will pre-identify vendors for plants, irrigation systems, lighting, and construction materials, and initiate purchases promptly after grant notification, following the competitive bid process.

A dedicated Project Manager will oversee the entire process, conduct weekly check-ins with contractors, and ensure all work aligns with the project schedule. This individual will also coordinate with key partners, including the Imperial Irrigation District and the County of Imperial, to secure necessary permits and approvals in a timely manner.

To reduce community disruption and keep the public informed, a construction schedule will be shared with residents and local stakeholders. Construction phases will be planned to avoid peak traffic and extreme weather conditions. A time buffer will be included to accommodate unexpected events or delays.

Monthly progress reports will be submitted to the granting agency, including updated timelines, budget tracking, and visual documentation. These accountability measures will support timely completion and allow for swift corrective action if needed. With these measures in place, HPUD is fully prepared to deliver the Heber Greenbelt Project within the proposed timeframe.



IID

A century of service.

www.iid.com

August 15, 2025

Belen Leon-Lopez, Air Pollution Control Officer
Imperial County Air Pollution Control District
150 South Ninth Street
El Centro, CA 92243

Subject: Letter of Support and Commitment for Heber Public Utility District's Greenbelt Project

To Whom It May Concern,

The Imperial Irrigation District (IID) is pleased to express its strong support for the Heber Public Utility District's (HPUD) grant application to develop a greenbelt project within the community of Heber.

As a key partner in this effort, IID is committed to working collaboratively with HPUD to authorize the proposed greenbelt improvements within designated IID property and established easements. We recognize the value this project brings to the community, including enhancing public green space, promoting environmental health, and contributing to regional air quality improvements.

IID is also proud to note its joint applications with HPUD under the Southwest Border Regional Commission's Economic and Infrastructure Development (EID) Grant Program. This joint effort reflects our shared commitment to advancing sustainable infrastructure, supporting community well-being, and leveraging regional and federal resources to maximize the benefits of this project.

IID is prepared to provide written authorization to construct the greenbelt within its property, with the understanding that both IID and HPUD will coordinate closely to ensure IID's operational and maintenance access requirements are fully preserved. This includes maintaining clear access to existing and future utility infrastructure and ensuring the project is consistent with IID's safety and operational standards.

We appreciate the opportunity to support this meaningful project and look forward to continuing our collaboration with HPUD, the County, and other stakeholders to help make it a success.

Please do not hesitate to contact us should you require additional information or documentation regarding IID's participation or commitment.

Regards,

A handwritten signature in black ink, appearing to read "J. Asbury". The signature is fluid and cursive, with the first letter being a large, stylized capital "J".

Jamie Asbury
General Manager

cc: Sergio Quiroz, General Manager, Assistant
Matthew Smelser, Manager, Power Department
Michael Pacheco, Manager, Water Department

AB 617 Budget		
Vendor	Desc.	Cost
Sun Landscape	COST TO INSTALL A 20' WIDE GREEN BELT 2,520 L.F. IN LENGTH: INSTALLATION OF SOLAR CONTROLLED AUTOMATIC IRRIGATION SYSTEM USING (2) TWO POINTS OF CONNECTIONS PROVIDED BY OWNER, 50-24" BOX TREES, 215- 5 GALLON SHRUBS.	\$ 136,025.00
Subtotal		\$ 136,025.00
IID Public Green Spaces Match		\$ (27,998.77)
AB 617 Subtotal		\$ 108,026.23
Sun Landscape	Estimated Labor	\$ 42,400.00
HPUD	PARK STAFF LEAD16% LEAD SALARY + 28% FRINGE BENEFITS OF 16% SALARY	\$ 22,185.30
	PARK STAFF16% SALARY + 28% FRINGE BENEFITS OF 16% SALARY	
Subtotal		\$ 64,585.30
IID Public Green Spaces Match		\$ 7,001.23
AB 617 subtotal		\$ 57,584.07
Contracted Services		\$ 1,000.00
Signage		\$ 1,000.00
Non-Construction Cost		\$ 41,402.58
Contingency Cost		\$ 16,561.03
Total AB 617 Request		\$ 225,573.91

SUN LANDSCAPE INC.
 PO BOX 1139
 EL CENTRO CA 92244
 (760)-356-2442 phone
 DIR# 1000008698 Exp 06/30/2024
 LIC# 571256 Exp 07/31/2026 C-27

Estimate

DATE	ESTIMATE ...
8/14/2025	2883

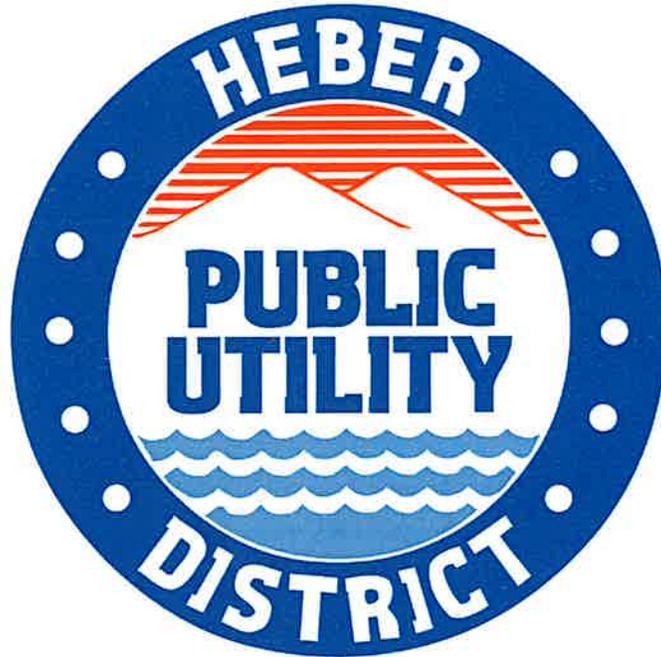
NAME / ADDRESS
HEBER PUBLIC UTILITY DISTRICT PO. BOX H HEBER, CA. 92249 PROJECT: GREENBELT ON DOGWOOD ROAD CORRELL ROAD TO HWY 86

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
BUDGET COST ONLY: COST TO INSTALL A 20' WIDE GREEN BELT 2,520 L.F. IN LENGTH: INSTALLATION OF SOLAR CONTROLLED AUTOMATIC IRRIGATION SYSTEM USING (2) TWO POINTS OF CONNECTIONS PROVIDED BY OWNER, 50-24" BOX TREES AND 215- 5 GALLON SHRUBS. ALUMINUM EDGING WILL BE INSTALLED ALONG THE EAST SIDE OF THE 20' WIDE PLANTER. THE WEST SIDE OF THE 20' PLANTER WILL BE ALONG THE EDGE OF THE EXISTING CONCRETE CURB. ESTIMATED LABOR \$ 42,400.00 ESTIMATED MATERIALS & EQUIPMENT \$ 136,025.00		179,425.00	179,425.00
		TOTAL	\$179,425.00

SIGNATURE _____

HEBER PUBLIC UTILITY DISTRICT

*AB 617 URBAN GREENING PROJECTS
IMPERIAL COUNTY COMMUNITY EMISSIONS REDUCTION PROGRAM*

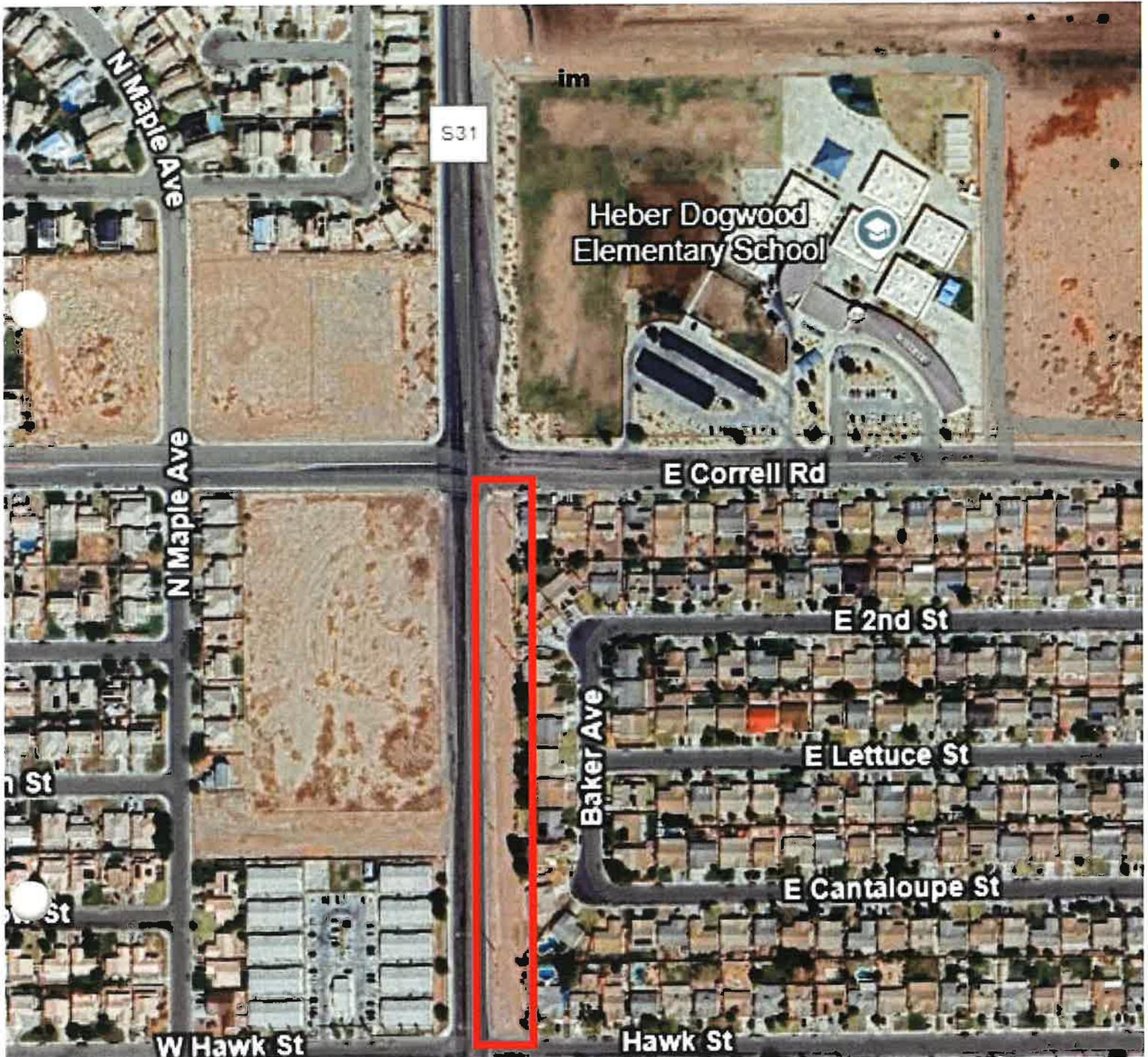


Dogwood Greenbelt Project
Proposed Project Location

Phase 1

Phase 1 - 1,055 LF

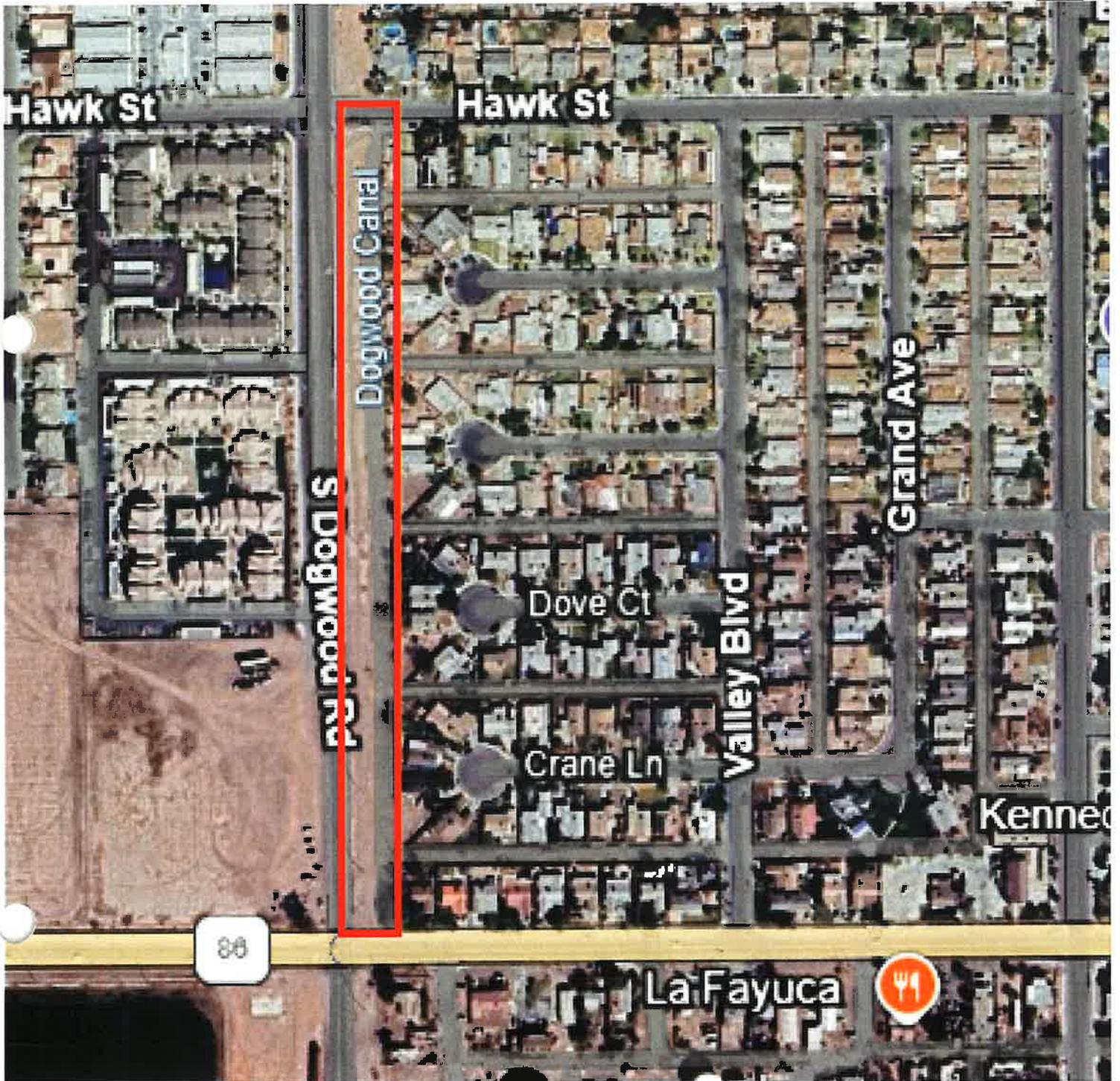
- Pedestrian connectivity from Hawk to Correll/Dogwood Elementary
- No sidewalk on either side of Dogwood
- Can include improvements for items 2 & 12 of IC Pedestrian Master Plan



Phase 2

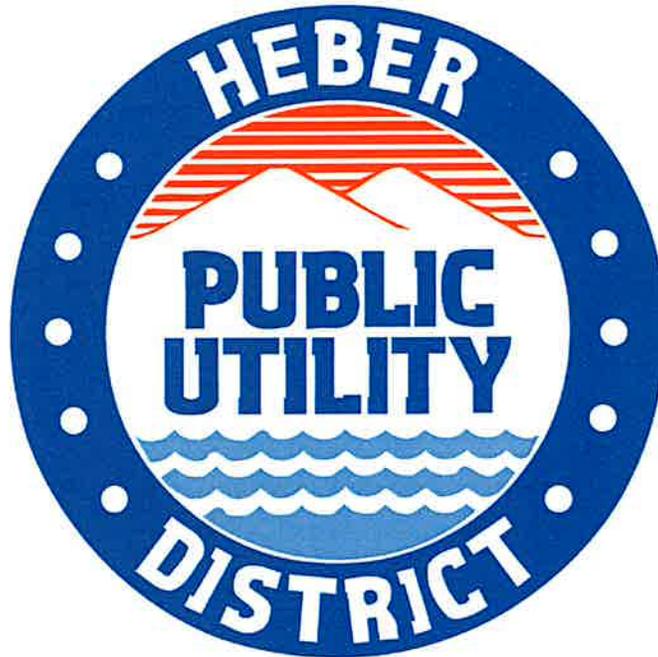
Phase 2 – 1,465 LF

- Eastside Pedestrian connectivity from Heber Rd./HWY 86 to Hawk
- Continuation from Signalization Project



HEBER PUBLIC UTILITY DISTRICT

*AB 617 URBAN GREENING PROJECT
IMPERIAL COUNTY COMMUNITY EMISSIONS REDUCTION PROGRAM*



Dogwood Greenbelt Project
Proposed Project - Current Conditions

Current Conditions

- Pedestrians traverse through the dirt
- Mothers seen pushing strollers to and from Dogwood Elementary
- Bicyclists traverse between curb face and fog line

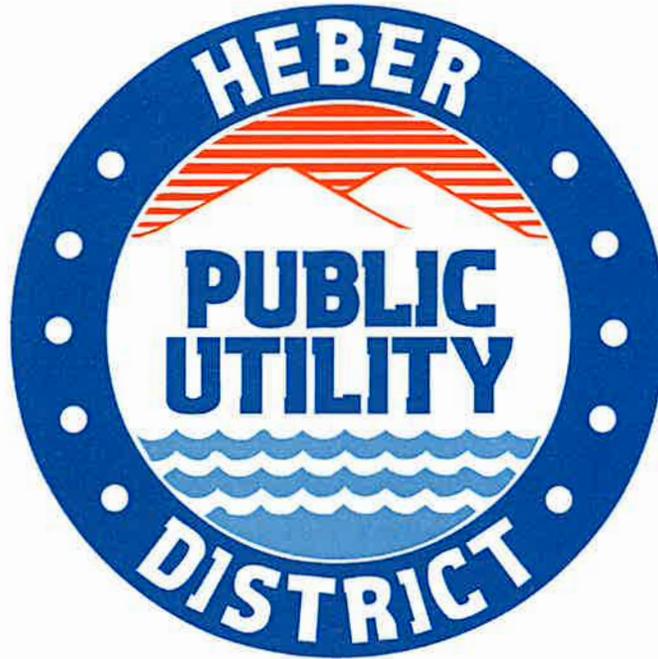


Current Conditions



HEBER PUBLIC UTILITY DISTRICT

*AB 617 URBAN GREENING PROJECT
IMPERIAL COUNTY COMMUNITY EMISSIONS REDUCTION PROGRAM*



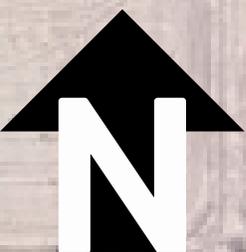
Dogwood Greenbelt Project
Proposed Site Plans



Hawk Street

Dogwood Rd.

Highway 86

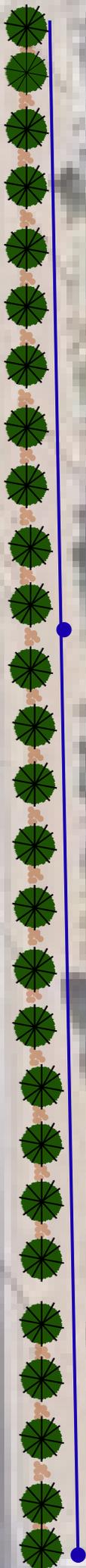


Trees	(No Specific Order)	
Bushes	(Mixture 9 Bushes)	
Drip System Line		
Drip System Faucet		

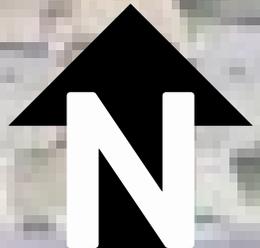
Correll Road

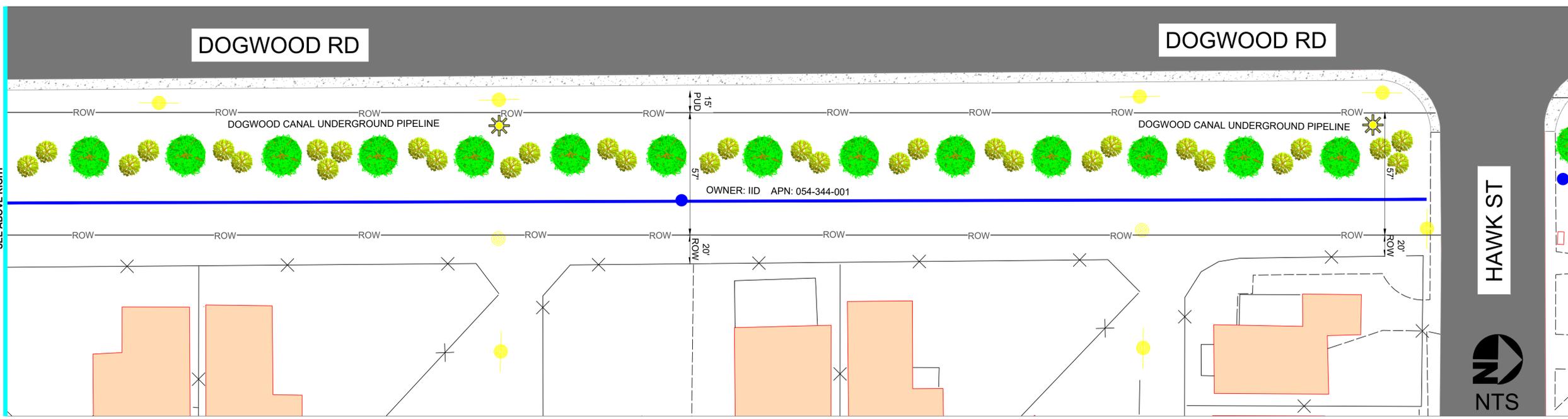
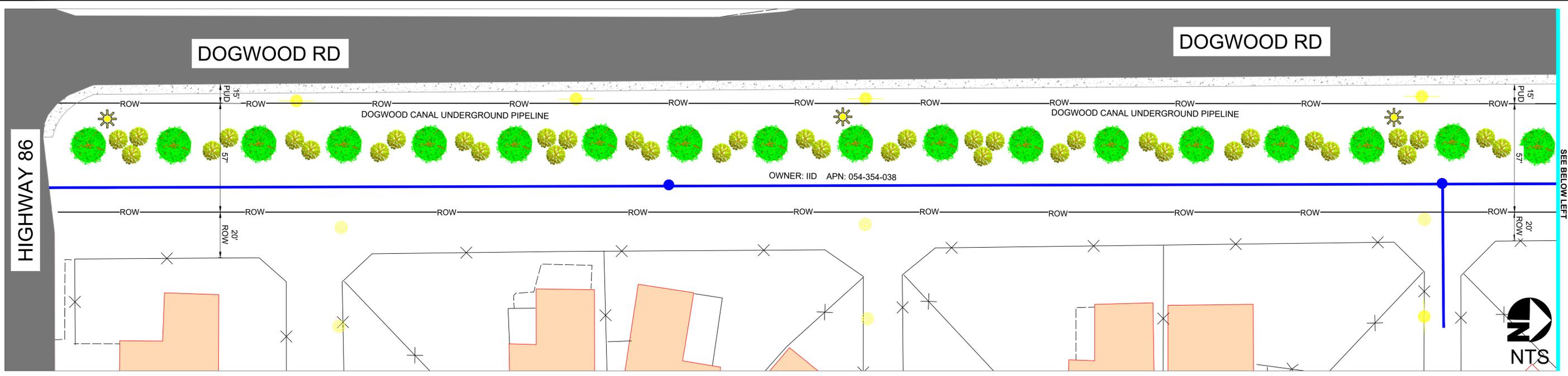
Dogwood Rd.

Hawk Street

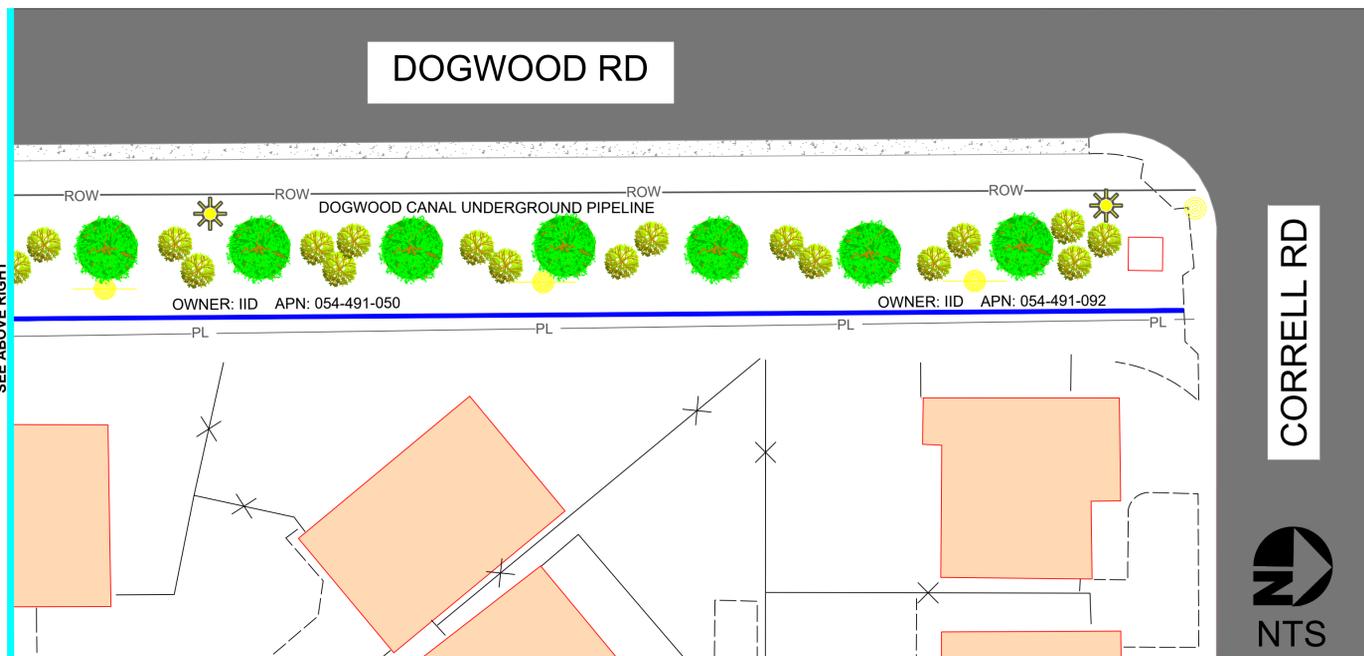
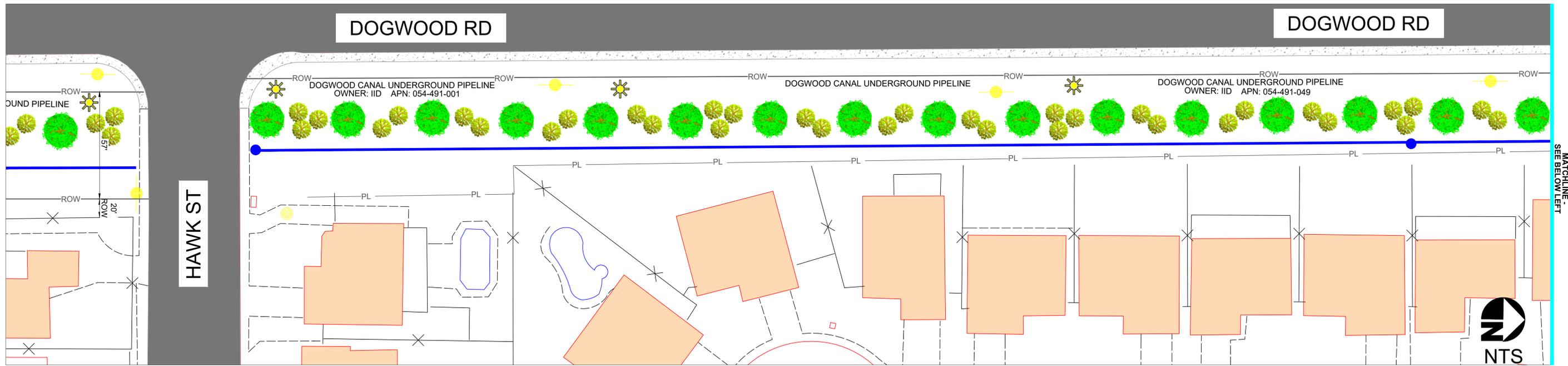


Trees	(No Specific Order)	
Bushes	(Mixture 9 Bushes)	
Drip System Line		
Drip System Faucet		





LEGEND	
NEW TREE (55)	
NEW BUSHES (122)	
NEW IRRIGATION DRIP LINE	
NEW IRRIGATION VALVE	
NEW SIDEWALK	
NEW LIGHTPOST (10)	
EXISTING ELECTRICAL POLE	
EXISTING FENCE LINE	
EXISTING PAVEMENT	



LEGEND	
NEW TREE (55)	
NEW BUSHES (122)	
NEW IRRIGATION DRIP LINE	
NEW IRRIGATION VALVE	
NEW SIDEWALK	
NEW LIGHTPOST (10)	
EXISTING ELECTRICAL POLE	
EXISTING FENCE LINE	
EXISTING PAVEMENT	

EXHIBIT: HEBER PUBLIC UTILITY DISTRICT
 GREEN BELT SITE PLAN - DOGWOOD ROAD FROM HAWK STREET TO CORRELL ROAD

SHEET: 2

OF 2 SHEETS

DATE: 09-04-2025

DRAFTED BY: CC

PROJECT NUMBER: 744.001

CHECKED BY: JRM

EXHIBIT “B”

**Imperial County Air Pollution Control District – Request for
Proposals (RFP) for
AB 617 Urban Greening Projects**

The Imperial County Air Pollution Control District (ICAPCD) is accepting proposals to reduce greenhouse gas emissions, and exposure to particulate matter (PM) and oxides of nitrogen (NO_x) emissions, through the implementation of Urban Greening and Vegetative Barrier Projects within the Assembly Bill (AB) 617 Community Corridor of El Centro-Heber-Calexico and West of the Corridor to include Seeley. Proposals must be in accordance with the California Air Resources Board's (CARB) Community Air Protection Incentives 2024 Guidelines, (CAP Guidelines) and the ICAPCD Project Plan for the Urban Greening Program. Urban Greening grants may be awarded to a city, county, special district, non-profit, tribal government, or public agency or entity for projects to be implemented within the Corridor and Seeley. Only trees and grass planting or green barrier projects will be considered with its respective irrigation system. Applicants must commit to the following criteria in order for projects to be considered for funding grants:

- *Applicant must be the owner of the potential Urban Greening project area or have authority to construct and maintain the project on the property.*
- *Applicant must maintain the green space during the entire contract period, including tree maintenance up to and including removal and replacement of dead trees, and make project available for inspection to ICAPCD and/or CARB staff.*
- *Applicant is responsible for contacting Imperial County Agricultural Commissioner's Office before obtaining any plant material originating from outside Imperial County to ensure all the requirements for movement of plant material into Imperial County are met.*
- *Applicant must use CARB Urban Greening Benefits Calculator Tool to determine GHG emissions reduced. Project benefits are calculated over a 40-year period, and applicant must fill out tabs "Project Info," and "Tree Planting – ITP."*
- *Applicant must use three external tools to use the above calculator, as follows:
(1) University of California Agriculture and Natural Resources Water Use Classification of Landscape Species (WUCOLS IV) tool.
(2) California Department of Water Resources Water Budget Workbook.
(3) i-Tree Planting Tool.*
- *All property taxes must be current at the time of application and recipient is responsible for obtaining any permits required to do the project.*
- *Applicant or their sponsor must have financial capacity to complete, operate, and maintain the project.*

Routine maintenance and rehabilitation projects **are not eligible for funding**. All proposals are due to the ICAPCD no later than **close of business (5:00pm) on Friday August 8, 2025**. Please submit hard copy of proposal(s) to the following at ICAPCD:

**Abigail Arballo
Administrative Analyst
150 South Ninth Street
El Centro, CA 92243**

Applications, and the ICAPCD Project Plan for Urban Greening Program which includes all Program Requirements, can be found at <https://www.icab617community.org/request-for-proposals>. Please contact Abigail Arballo with any questions regarding this RFP at (442) 265-1800 or abigailarballo@co.imperial.ca.us.

EXHIBIT “C”