

FUNDING AGREEMENT

Heber Public Utility District

THIS AGREEMENT FOR FUNDING (“Agreement”), made and entered into this _____ day of _____, 2021, 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 fifteen thousand five hundred fifty-eight dollars and fifty cents (\$15,558.50) for a community urban greening project, entitled “Water Treatment Plant Tree Planting Project,” consisting of approximately 2,178 square feet of green space to be created and/or enhanced within the township of Heber (“Project”) in an attempt to mitigate PM₁₀ ; and

WHEREAS, ICAPCD presented the Project to the Community on September 8, 2021, 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 “Imperial County Air Pollution Control District AB 617 Urban Greening Projects Project Proposal Water Treatment Plant Tree Planting Project,” dated June 16, 2021. 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 Community Emissions Reduction Program: Project Plan Urban Greening Program El Centro-Heber-Calexico Corridor Rev. February 2021,” dated February 2021. 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.

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:
 - 5.3.1. 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;
 - 5.3.2. 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;
 - 5.3.3. 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
 - 5.3.4. 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.

This Agreement shall become effective upon the date first written above and shall remain in effect until the work to be performed under **Exhibit “A”** is completed and/or up to 6 months after effective date, unless otherwise terminated as provided for herein.

8. FUNDING.

8.1. The total funding under this Agreement shall not exceed **fifteen thousand five hundred fifty-eight dollars and fifty cents (\$15,558.50).**

8.2. 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.

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 ICAPD.

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.

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10. METHOD OF PAYMENT.

Upon the approval from ICPACD 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 ICAPD has approved the completion of the Project in accordance with **Exhibit “A” and Exhibit “B.”**

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

11.1. 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.

11.2. 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:

11.2.1. 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.

11.22. 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>.

11.23. 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.

11.24. 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.

11.25. 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.

11.2.6. 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.

11.2.7. Labor Standards Compliance Requirements.

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

12. TIME FOR COMPLETION OF THE WORK.

- 12.1. The Parties agree that time is of the essence in the performance of this Agreement.
- 12.2. 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
 - 12.2.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.
 - 12.2.2. All requests for extension outline the factual bases for the request.

13. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.

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

- 13.1. 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.

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

14. 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.

15. TERMINATION.

- 15.1.** 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.

- 15.2.** Upon failure to cure as herein provided, the Party alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

16. INSPECTION.

GRANTEE shall furnish ICAPCD with every reasonable opportunity for ICAPCD 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 under the Agreement as prescribed.

17. INTEREST OF GRANTEE.

- 17.1.** 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.

17.2. GRANTEE covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

18. GRANTEE certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

19. 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.

20. INSURANCE REQUIREMENTS.

20.1. 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:

20.1.1. 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.

20.1.2. Commercial Automobile Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit.

20.1.3. 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.

20.1.4. 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.

20.2. Special Insurance Requirements. All insurance required shall:

20.2.1. 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.

- 20.2.2.** 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.
- 20.2.3.** 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.
- 20.2.4.** 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
- 20.2.5.** 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.

20.3. Additional Insurance Requirements.

- 20.3.1.** ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.
- 20.3.2.** 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.

20.4. 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.

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

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

20.5.2. 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

20.6. 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.

21. INDEPENDENT CONTRACTOR.

21.1. 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.

21.2. 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.

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

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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.

- 21.8. 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
- 21.9. 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.
- 21.10. 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.

22. ASSIGNMENT.

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

23. NON-DISCRIMINATION.

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.).
- 23.4. 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.

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- 23.5. 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.
- 23.6. 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.
- 23.7. GRANTEE shall include the nondiscrimination and compliance provisions of Section 22 in all subcontracts to perform work under this Agreement.

24. **NOTICES.**

24.1. 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

GRANTEE:
 Heber Public Utility District
 1078 Dogwood Road #103
 Heber, CA 92249

and

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

- 24.2. 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.
- 24.3. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

29.1. 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.

29.2. 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.

29.3. 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.

///
///
///
///

30. 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.

31. 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.

32. AUTHORITY.

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

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

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

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

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

33. 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.

34. 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.

35. 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.

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: _____
Michael W. Kelley, Chairman
District Board of Directors

By: _____
Laura Fischer,
General Manager

ATTEST:

Blanca Acosta, Clerk of the District Board,
Imperial County Air Pollution Control District

APPROVED AS TO FORM:
Eric Havens,
County Counsel

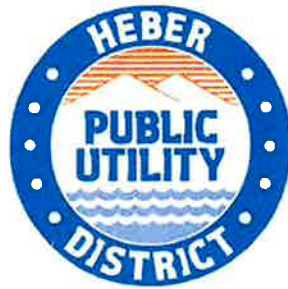
By: _____
Faye Winkler,
Deputy County Counsel

EXHIBIT “A”

RECEIVED

JUN 17 2021

AIR POLLUTION
CONTROL DISTRICT



Imperial County Air Pollution Control District

AB 617 Urban Greening Projects
Project Proposal

Water Treatment Plant Tree Planting Project

Urban Greening Project Proposal Application

| | |
|-------------|-------------------------------------------------------------------------------------------------|
| Date | <u>05/26/2021</u> |
| Project | <u>Water Treatment Plant Tree Planting Project</u> Please give your project a brief title |
| Beneficiary | <u>Heber Public Utility District</u> Who benefits from this project? (ex. City of El Centro) |

Applicant Contact Information

| | |
|---------------------|---------------------------------------|
| Applicant Name | <u>Heber Public Utility District</u> |
| Applicant Telephone | <u>(760) 482-2440</u> |
| Applicant E-mail | <u>lfischer@heber.ca.gov</u> |
| Other | <u>Laura Fischer, General Manager</u> |

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.

Heber Public Utility District (HPUD) is proposing to install landscaping around its existing water treatment plant. The proposed landscaping will beautify the water treatment plant's small open area between offices and incorporate multiple environmental benefits to help meet HPUD's vision which is to provide the highest quality utility and park services to the community. The proposed landscaping will reduce the thermal effects of existing hardscape improvement by providing shade. Shading from the proposed trees will also reduce heat absorption and heat storage from the existing buildings and abutting dwelling units. Trees will also help in the reduction of air pollutants through the transpiration process. The landscaping palette will consist of drought tolerant species which require minimal watering, and are suitable for the hot weather climate of the Imperial Valley. Landscaping will include the installation of shade trees the water treatment plants northern entrance.

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.

The project site (APN 054-230-061) is located southwest of the intersection of Dogwood Road and Heber Avenue (Latitude: 32.72937, Longitude: -115.53246). The project site is owned by HPUD and is surrounded by residential homes on its north, south, and east sides. The west side of the property is abutting the Heber Public Services Center where the fire department, sherriff office, and HPUD offices are located. The project site is composed entirely of dirt and is located between the two HPUD offices located at the property's northern entrance. The area is not open to the public, however, HPUD vehicles utilize the entrance on a daily basis.

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.

The proposed project will include the planting of 7 trees, all of which will be Shoestring Acacia. According to the Water Use Classification of Landscape Species (WUCOLS), the proposed trees are drought-tolerant, require little to no water, and are appropriate for desert regions. The proposed trees have minimal litter, are drought-tolerant, require little to no water, and thrive in full sunlight. Per the attached i-Tree Report (Attachment 3), the proposed trees will reduce Carbon Dioxide (CO2) emissions by 56,446.2 pounds and 4,728.9 pounds will be sequestered.

Area of green space to be created or enhanced (acres or square footage) 2,178 square feet

Describe the proposed irrigation systems

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

The proposed project will not contain any form of irrigation and will instead rely on hand watering. This is due to the water treatmet plant offices being as close as 5 feet from the landscaping location. The site is accessed by multiple vehicles and heavy machinery such as cargo trucks on a weekly basis. These vehicles coupled with the lack of paving produce a significant risk to any form of irrigation system.

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 |
|----------------------------------|------------------------------------------------|
| Heber Elementary School District | Approximately 1,000 feet from project site |
| Childrens Park | Approximately 720 feet from project site |
| Sacred Catholic Church | Approximately 725 feet from project site |
| Heber Public Services Center | Approximately 500 feet from project site |
| 133 residential units | All within 1,000 square feet from project site |
| | |

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

If funding approval is received within 60 days, HPUD can expect to complete the project within three months of grant approval. HPUD will finalize the preliminary project design and cost estimate in mid August and complete the competitive bidding process by September. Once the supplier has been determined, HPUD will work to purchase the trees and complete the project by early October of 2021. Once completed, HPUD will maintain the long-term operations and ensure the landscaping is well kept and ready for potential site visits.

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

| Date | Action |
|---------------|-------------------------------------------------------------------------------------------|
| 7/21 - 8/21 | Finalize preliminary project design and cost estimate |
| 8/21 - 9/21 | Complete the competitive bidding process and award supplier contract upon ICAPCD approval |
| 9/21 - 10/21 | Project Construction |
| 10/21 - 10/31 | Long-term operations and maintenance |
| | |
| | |
| | |
| | |

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

HPUD will ensure all necessary steps are taken to complete the project within the given time frame. HPUD will work diligently with the Imperial County Air Pollution Control District (ICAPCD) during the project phases. HPUD will ensure that project reports are submitted to ICAPCD for project milestones and overview. HPUD has a long history of implementing grant-funded projects within the required timeframe and within budget. Examples of completed projects include the multi-million dollar expansion and rehabilitation of the existing water and wastewater treatment plants, and the recently completed Heber Community Center.

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

| Name | Title/Position | Project Role |
|---------------------|-----------------|--------------------------|
| Laura Fischer | General Manager | Authorized Signatory |
| Adriana Amezcua | Finance Manager | Grant Administrator |
| Francisco Rodriguez | Lead Operator | Operations & Maintenance |
| | | |
| | | |
| | | |
| | | |

Project Funding

Describe the estimated costs of the project:

Supplies and Materials \$2,191
 Labor and Construction \$9,000
 Contracted Services _____
 Signs and Interpretive Aids _____
 Non-Construction Costs \$3,017.50
 Contingency Costs \$1,350

What is the requested funding amount to be used toward eligible project costs? \$15,558.50

How much additional funding has been secured for this project? Amount: \$0.00 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

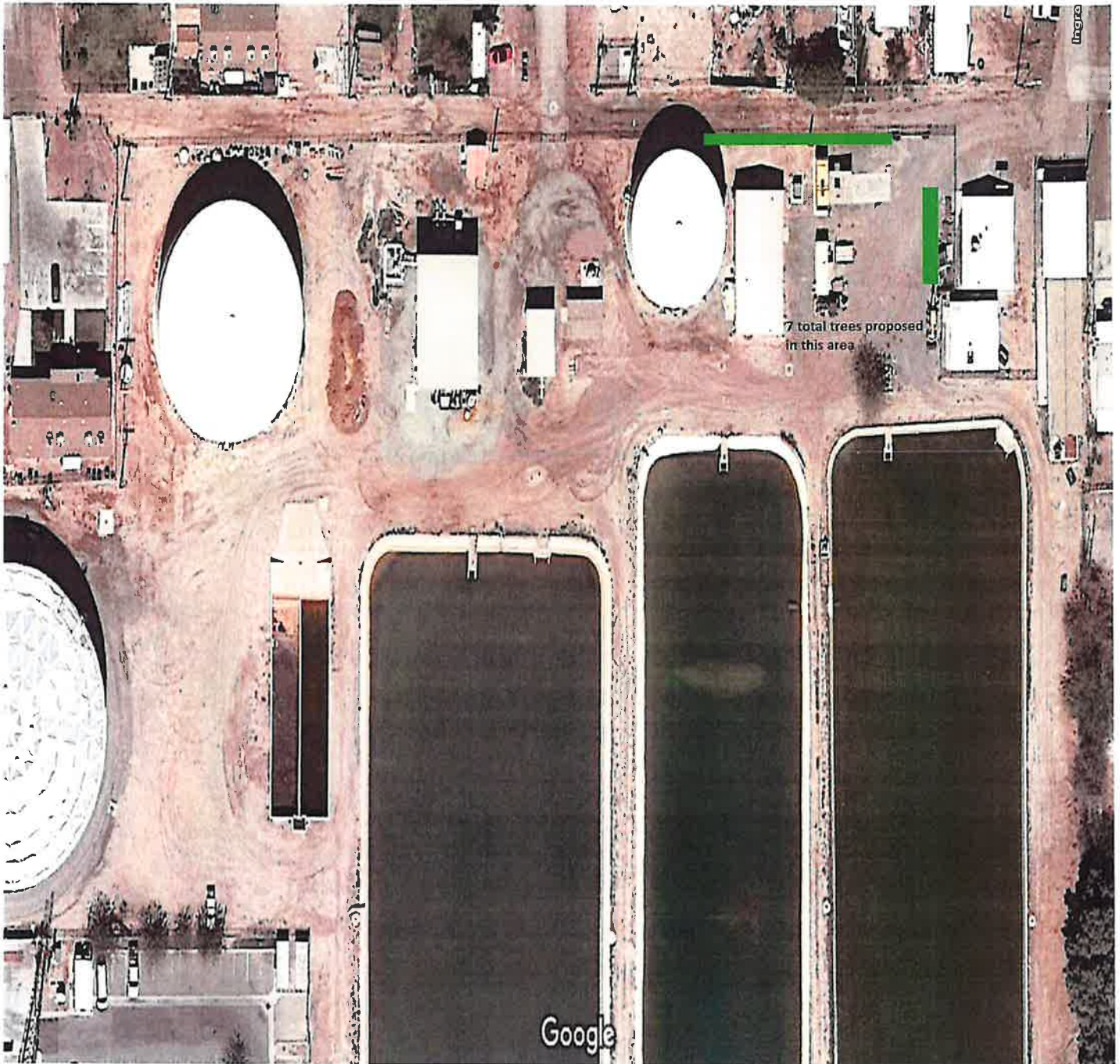
Date 5/26/21

Signature

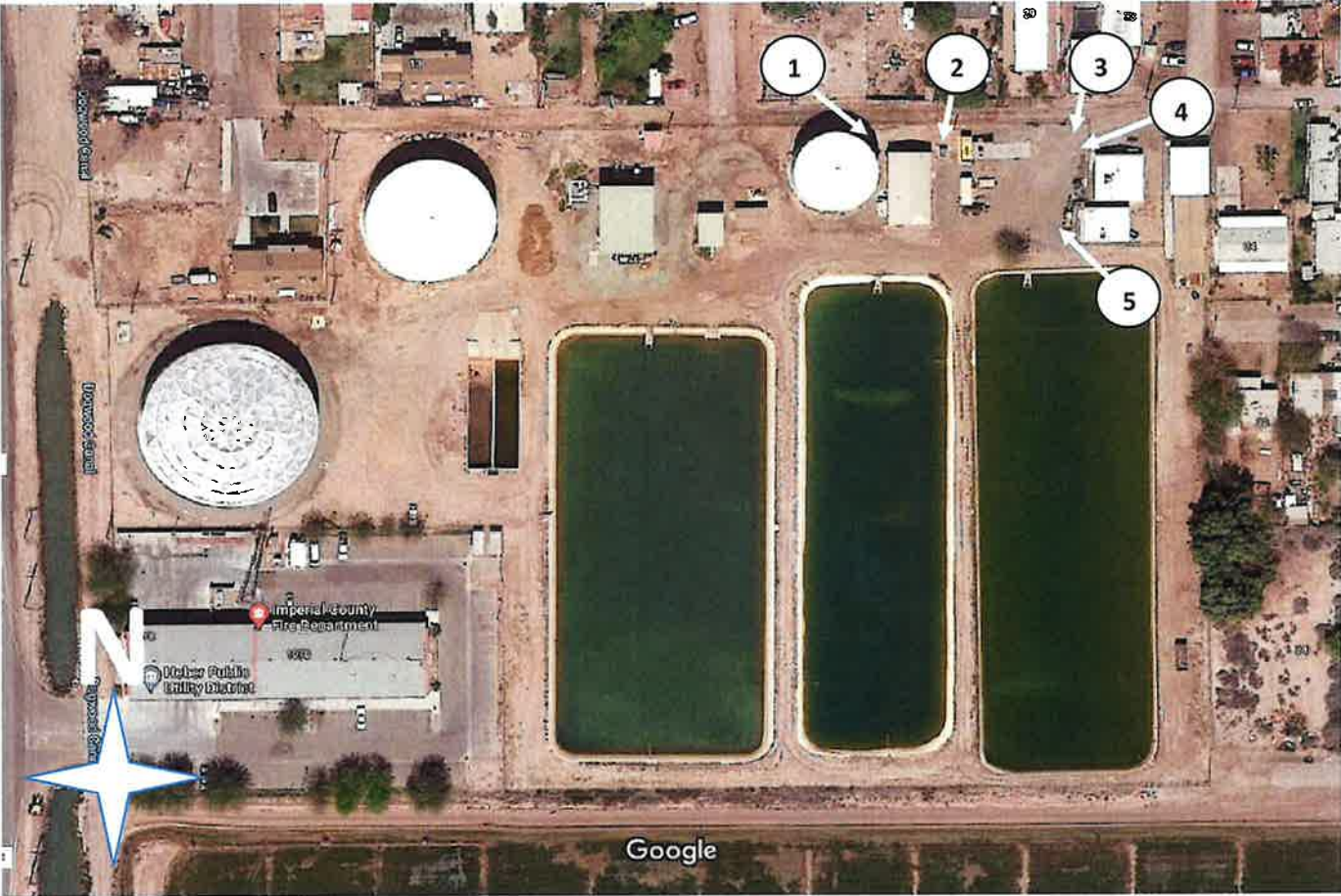


¹ Appendix H, CAL FIRE Urban and Community Forestry Grant Guidelines. Available: https://www.fire.ca.gov/media/9653/cal-fire-ucf-cci-2019-20_grant-guidelines_final.pdf#page=54. Accessed: January 2021.

ATTACHMENT 1 - SITE PLAN



ATTACHMENT #2
HPUD Water Treatment Plant
Project Site Photos





3



4





ATTACHMENT 3 - TREE REPORT



California Air Resources Board
 Benefits Calculator Tool for the
 Urban Greening Grant Program
 California Climate Investments

Version 3 - July 8, 2020



| | |
|----------------------|----------------------------------------|
| Project Name: | Water Treatment Plant Planting Project |
|----------------------|----------------------------------------|

| Project Information | |
|------------------------------------------------|-----------|
| Total Urban Greening GGRF Funds Requested (\$) | \$ 15,559 |
| Other GGRF Leveraged Funds (\$) | \$ - |
| Total GGRF Funds (\$) | \$ 15,559 |
| Non-GGRF Leveraged Funds (\$) | \$ - |
| Total Funds (\$) | \$ 15,559 |

| GHG Summary | |
|-----------------------------------------------------------------------------------------------------------|-------------|
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Planting (MT CO ₂ e) | 2 |
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Streets (MT CO ₂ e) | 0 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Planting (MT CO ₂ e) | 23 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Streets (MT CO ₂ e) | 0 |
| Avoided GHG from Establishment of New Bicycle and Pedestrian Facilities (MT CO ₂ e) | 0 |
| GHG Emissions from Tree Planting Project Implementation (MT CO ₂ e) | 1 |
| Total Urban Greening GHG Benefit (MT CO ₂ e) | 24 |
| Total GHG Benefit (MT CO ₂ e) | 24 |
| Total GHG Benefit per Total Urban Greening GGRF Funds (MT CO ₂ e/\$) | 0.001514255 |
| Total GHG Benefit per Total Funds (MT CO ₂ e/\$) | 0.001514255 |



California Air Resources Board

Benefits Calculator Tool for the Urban Greening Grant Program

California Climate Investments

Version 3 - July 8, 2020



| | |
|----------------------|----------------------------------------|
| Project Name: | Water Treatment Plant Planting Project |
|----------------------|----------------------------------------|

| Co-benefits and Key Variables Summary | |
|------------------------------------------------------------|----------|
| Urban Greening GGRF Funds | |
| Total PM _{2.5} Emission Reductions (lb) | 5 |
| Total NOx Emission Reductions (lb) | 39 |
| Total ROG Emission Reductions (lb) | 2 |
| Total Diesel PM emission reductions (lb) | 0 |
| Remote PM _{2.5} Emission Reductions (lb) | 3 |
| Remote NOx Emission Reductions (lb) | 12 |
| Remote ROG Emission Reductions (lb) | 2 |
| Trees Planted | 7 |
| Total Water Savings (gal) | 0 |
| Annual Water Savings (acre feet/year) | 0 |
| Fossil Fuel Based Energy Use Reductions (kWh) | 95,068 |
| Fossil Fuel Based Energy Use Reductions (therms) | 199 |
| Energy and Fuel Cost Savings (\$) | \$12,900 |
| Passenger VMT Reductions (miles) | 0 |
| Fossil Fuel Based Transportation Fuel Use Reductions (gal) | 0 |
| Travel Cost Savings (\$) | \$0 |
| Total | |
| Total PM _{2.5} Emission Reductions (lb) | 5 |
| Total NOx Emission Reductions (lb) | 39 |
| Total ROG Emission Reductions (lb) | 2 |
| Total Diesel PM emission reductions (lbs) | 0 |
| Remote PM _{2.5} Emission Reductions (lb) | 3 |
| Remote NOx Emission Reductions (lb) | 12 |
| Remote ROG Emission Reductions (lb) | 2 |
| Trees Planted | 7 |
| Total Water Savings (gal) | 0 |
| Annual Water Savings (acre feet/year) | 0 |
| Fossil Fuel Based Energy Use Reductions (kWh) | 95,068 |
| Fossil Fuel Based Energy Use Reductions (therms) | 199 |
| Energy and Fuel Cost Savings (\$) | \$12,900 |
| Passenger VMT Reductions (miles) | 0 |
| Fossil Fuel Based Transportation Fuel Use Reductions (gal) | 0 |
| Travel Cost Savings (\$) | \$0 |

ATTACHMENT 4 – PROPERTY REPORT/APN MAP

Property Detail Report

CA

APN: 054-230-061-000

Reference ID: 744.091
Imperial County Data as of: 03/30/2021

Owner Information

Owner Name: Heber Public Utility District
Vesting:
Mailing Address:

Occupancy: Unknown

Location Information

Legal Description: Par 2 Of Pm2340 Tste Of Heber 9.15 Ac
APN: 054-230-061-000 Alternate APN: 0542306101 County: Imperial, CA
Munic / Twnshp: Twnshp-Rng-Sec:
Subdivision: Tract #:
Neighborhood: School District: Central Union High School District
Elementary School: Heber Elementary S... Middle School: Heber Elementary S... High School: Southwest High Sch...
Latitude: 32.72937 Longitude: -115.53246

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Price:
Buyer Name: Seller Name: Transfer Doc #:
Deed Type:

Last Market Sale

Sale / Rec Date: Sale Price / Type: Deed Type:
Multi / Split Sale: Price / Sq. Ft.: New Construction:
1st Mtg Amt / Type: 1st Mtg Rate / Type: 1st Mtg Doc #: N/A
2nd Mtg Amt / Type: 2nd Mtg Rate / Type: Sale Doc #: N/A
Seller Name:
Lender: Title Company:

Prior Sale Information

Sale / Rec Date: Sale Price / Type: Prior Deed Type:
1st Mtg Amt / Type: 1st Mtg Rate / Type: Prior Sale Doc #: N/A
Prior Lender:

Property Characteristics

Gross Living Area: Total Rooms: 0 Year Built / Eff:
Living Area: Bedrooms: Stories:
Total Adj. Area: Baths (F / H): Parking Type:
Above Grade: Pool: Garage #:
Basement Area: Fireplace: Garage Area:
Style: Cooling: Porch Type:
Foundation: Heating: Patio Type:
Quality: Exterior Wall: Roof Type:
Condition: Construction Type: Roof Material:

Site Information

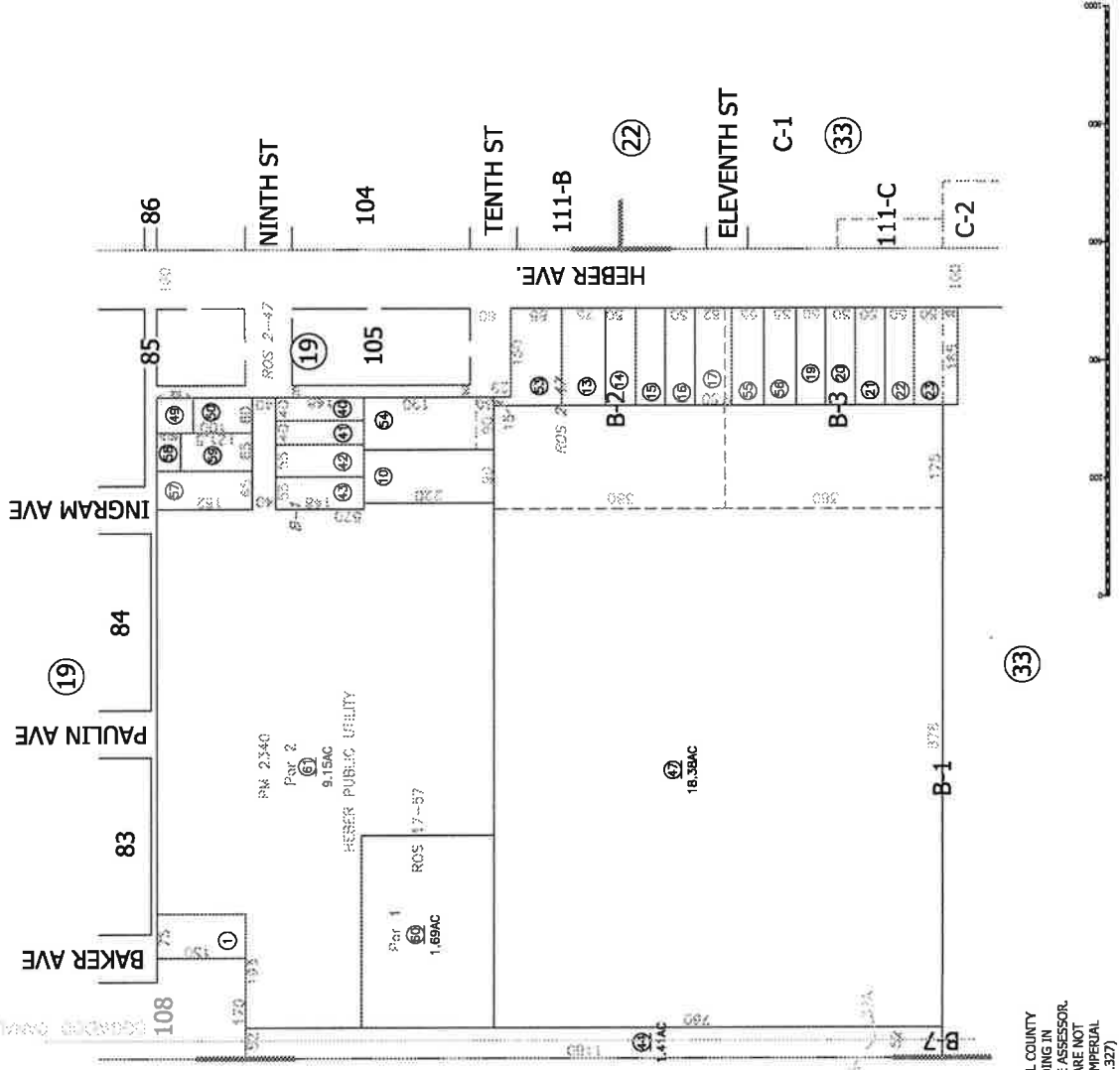
Land Use: Commercial Lot Lot Area: 398,574 Sq. Ft. Zoning:
State Use: Lot Width / Depth: # of Buildings:
County Use: 212 - Office Usable Lot: Res / Comm Units:
Site Influence: Acres: 9.15 Water / Sewer Type:
Flood Zone Code: X Flood Map #: 06025C2075C Flood Map Date: 09/26/2008
Community Name: Imperial County Flood Panel #: 2075C Inside SFHA: False

Tax Information

Assessed Year: 2020 Assessed Value: Market Total Value:
Tax Year: Land Value: Market Land Value:
Tax Area: 66-002 Improvement Value: Market Imprv Value:
Property Tax: Improved %: Market Imprv %:
Exemption: Delinquent Year:



POR TOWNSITE OF HEBER
 OM 3-70



DISCLAIMER:
 THIS IS NOT AN OFFICIAL MAP.
 THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
 ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
 THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
 ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
 THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
 OR THE ASSESSOR. (REV. & TAX. CODE SEC.327)

4-18-11 MF
 8-7-02 AR
 11-8-72 RM
 UPDATED 3-14-72 JMS

EXHIBIT “B”



AIR POLLUTION CONTROL DISTRICT

IMPERIAL COUNTY COMMUNITY EMISSIONS REDUCTION PROGRAM: PROJECT PLAN URBAN GREENING PROGRAM

EL CENTRO-HEBER-CALEXICO CORRIDOR

Rev. February 2021

Prepared By

Ramboll US Consulting, Inc.

Co-Authors

El Centro-Heber-Calexico AB 617 Community Steering Committee

Imperial County Air Pollution Control District

Comite Civico del Valle

**IMPERIAL COUNTY
COMMUNITY EMISSIONS REDUCTION PROGRAM:
PROJECT PLAN
URBAN GREENING PROGRAM
FOR THE EL CENTRO-HEBER-CALEXICO CORRIDOR**

Prepared for

El Centro-Heber-Calexico AB 617 Community Steering Committee

Prepared by

Ramboll US Consulting, Inc.
350 S Grand Avenue, Suite 2800
Los Angeles, CA 90071

FEBRUARY 2021

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Appendices

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| Appendix A: | Project Application Form |
| Appendix B: | Urban Greening Tools - User Guides |

Abbreviations and Acronyms

| | |
|-----------------|------------------------------------------------------------|
| AB | Assembly Bill |
| BVOC | biogenic volatile organic compound |
| CAP | criteria air pollutant |
| CAPP | Community Air Protection Program |
| CARB | California Air Resources Board |
| CARL | Carl Moyer Program Clean Air Reporting Log |
| CCI | California Climate Investments |
| CCV | Comite Civico del Valle |
| CERP | Community Emissions Reduction Program |
| CNRA | California Natural Resources Agency |
| CSC | Community Steering Committee |
| DWR | Department of Water Resources |
| ETWU | estimated total water use |
| GHG | greenhouse gas |
| ICAPCD | Imperial County Air Pollution Control District |
| MAWA | maximum applied water allowance |
| MWELO | Model Water Efficient Landscape Ordinance |
| NO _x | oxides of nitrogen |
| PM | particulate matter |
| RFP | Request for Proposals |
| ROG | reactive organic gas |
| SLA | special landscape area |
| SMAQMD | Sacramento Metro Air Quality Management District |
| UCANR | University of California Agriculture and Natural Resources |
| USEPA | United States Environmental Protection Agency |
| WUCOLS | Water Use Classification of Landscape Species |

1 Project Identification

1.1 Background

In 2019, the El Centro-Heber-Calexico Corridor AB 617 Community (“Corridor” or “Community”) developed a Community Emissions Reduction Program (CERP)¹ to address local air quality concerns as part of the state-wide Community Air Protection Program (CAPP). The CERP was a collaborative effort by the Imperial County Air Pollution Control District (ICAPCD), Comite Civico del Valle (CCV) and the Community Steering Committee (CSC). 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. Various strategies were identified during development of the CERP through Community engagement. These strategies were included in the final CERP that was approved by the California Air Resources Board (CARB) Board in January 2020. One of these key strategies was Strategy M-2, *Urban Greening Projects*.

This document serves as the “Project Plan” for the Urban Greening Projects strategy. It was drafted according to the guidelines laid out in the Community Air Protection Incentives 2019 Guidelines.² It describes the nature of the strategy, its history of support by the Community, requirements for entities desiring to participate and receive project funding, how these projects will benefit the community through improved air quality or exposure reduction, as well as other key aspects like project selection criteria and reporting requirements.

1.2 Project Description

Urban Greening projects use natural solutions to mitigate air quality impacts. Urban Greening may include planting trees or vegetative barriers in the community in order to reduce emissions and provide several key co-benefits. Under strategies I-2, *Urban Greening Incentive Program*, L-3, *Urban Greening Project Identification*, and M-2, *Urban Greening Projects*, the CERP proposes to identify areas where these projects could be implemented and fund Urban Greening projects throughout the Corridor.

¹ ICAPCD. 2019. *Imperial County Year 1 Community Emissions Reduction Program Plan for the El Centro-Heber-Calexico Corridor*. October. Available at: https://docs.wixstatic.com/ugd/99eb03_080a305618f5453cb0c69272eb622946.pdf. Accessed: October 2020.

² CARB. 2020. *Community Air Protection Incentives 2019 Guidelines*. October 14. Available at: https://ww2.arb.ca.gov/sites/default/files/2020-10/cap_incentives_2019_guidelines_final_rev_10_14_2020_0.pdf. Accessed: November 2020.

1.3 Benefits

The main benefit of Urban Greening projects is greenhouse gas (GHG) reductions. Urban Greening can also reduce exposure to certain criteria air pollutants (CAPs). Exposure to particulate matter (PM) and oxides of nitrogen (NOx) is expected to decrease as a result of Urban Greening. Additionally, some Urban Greening projects can help reduce water and electricity usage.

2 Community Support

2.1 Background – Community Steering Committee

In late 2018, ICAPCD in conjunction with CCV assembled a steering committee for the El Centro-Heber-Calexico Corridor. Referred to as the AB 617 Community Steering Committee (“CSC”), this body is involved with all aspects of the CERP and is tasked with maintaining communication with other community members throughout the planning process to gather input from concerned citizens and facilitate ongoing discussion. The CSC consists of 15 members made up of two ex-officio co-chairs (representing ICAPCD and CCV) and 13 Community representatives. Each member has an alternate who participates in meetings if a member is unable to.

In February 2019, the CSC’s charter was approved which described the manner in which the CSC would conduct their regular meetings, and the voting process for making decisions related to the CERP and its programs/projects. It describes this process as: “Each member of the Committee, including the two ex officio members, shall be entitled to one (1) vote. A vote of the majority of the members present with at least a quorum in attendance shall be required to take action, and/or make a recommendation, except for adjournment of a meeting which shall require only a majority of those present...”.³ During CERP development, the CSC met on a monthly basis to discuss key issues and progress. Following approval of the CERP by the CARB Board, the CSC has continued meeting every one-to-two months throughout 2020. The meeting schedule will continue as the CERP Project Plans are developed, and the CSC meetings will serve as the chief mechanism for informing the Community on development of the projects and key funding decisions. The CSC will determine the need for additional public outreach mechanisms, as necessary.

2.2 Community Support for Urban Greening

Community engagement was a critical part of the CERP development. This involved regular meetings of the CSC, as described in **Section 2.1**, which sometimes included polls to gauge the opinions of CSC members and the public in attendance on a variety of topics. At one CSC meeting in 2019,⁴ a survey was conducted to gain feedback on various emission/exposure reduction strategies for inclusion in the CERP. The results of this survey indicated that approximately 70% of Steering Committee members were in favor of implementing Urban Greening projects in the Corridor. Additionally, approximately 64% of public attendees were also supportive of the strategy. Given this relatively strong support, Strategy M-2 – *Urban Greening Projects* was included in the CERP and selected for development of this Project Plan. On September 25, 2020, an additional survey was circulated to CSC members and their alternates to gain feedback on various details of this plan. The results from that survey have informed the development of this draft of the document.

³ ICAPCD. 2019. *Imperial County Year 1 Community Emissions Reduction Program Plan for the El Centro-Heber-Calexico Corridor, Appendix B: AB 617 Community Steering Committee Charter*. October. Available at: https://docs.wixstatic.com/ugd/99eb03_080a305618f5453cb0c69272eb622946.pdf. Accessed: October 2020

⁴ July 24, 2019 meeting of the El Centro-Heber-Calexico AB617 Community Steering Committee.

3 Participant Requirements and Application Process

3.1 Participant Eligibility

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. 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, 10 years. This includes tree maintenance, up to and including removal and replacement of dead trees.
- Applicant must make the project available for inspection if requested by ICAPCD and/or CARB staff during the entire contract period, 10 years.
- Applicant is responsible for contacting the 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. See **Section 10** for contact information.
- Applicant is responsible for ensuring that trees are purchased, planted, and maintained to the specifications provided in Appendix H of CAL FIRE's Urban and Community Forestry Grant Guidelines.⁵
- Where feasible, projects shall provide public access.
- All property taxes must be current at the time of application.
- Recipient is responsible for obtaining any permits required.
- The applicant or their sponsor must have financial capacity to complete, operate, and maintain the project.
- Any funds required from other sources must reasonably be expected to be available in the time frame needed to carry out the project.

Applicants are also encouraged to incorporate anti-displacement measures in their urban greening projects, where applicable. Routine maintenance and rehabilitation projects are not eligible for funding. A list of helpful resources for project applicants can be found in **Section 10**.

3.2 Application Process

Entities will submit applications that include the required information as described in this Project Plan. Once ICAPCD has collected applications from interested entities, the review process will

⁵ 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.

begin. This may involve ICAPCD requesting additional information from applicants or visiting potential project sites. When the application review process is complete, ICAPCD will inform applicants if they have been selected and provide details on the project award amount and next steps.

3.2.1 Application Requirements

The following is a sample of the information that must be included on applications submitted:

- Project summary, including current site conditions and extent of public access for the proposed project
- Site plan
- Photographs of project site reflecting current conditions
- Cost estimate
- Expected emissions reductions and co-benefit quantification, using methodology as described in **Section 4.2**
- Species of plants or trees to be planted, and environmental benefits of the selected species, e.g., if the species is native or drought-resistant. Plant species selected shall maximize greenhouse gas reductions and minimize emissions of biogenic volatile organic compounds (BVOC) and allergenic pollen, where possible.
- Area of green space to be created or enhanced
- Type of irrigation systems included in the project
- Anticipated timing for the completion of preliminary design, environmental documentation, permitting, and long-term operation and maintenance commitments
- Assessor's parcel map
- Legal owners of each parcel within the project footprint
- Identification of project's fiscal sponsor, if applicable
- A commitment to provide annual status updates in the form of a photo update or a tree condition report to demonstrate that project maintenance is occurring throughout the contract period.
- A commitment to provide photo documentation of the completed project (if grant is awarded)

Additional information required can be found in **Appendix A: Project Application Form**.

3.2.2 Application Submittal

Applications must be submitted to the ICAPCD during the Request for Proposals (RFP) period. To initiate the RFP period, ICACPD will issue a public notification to advertise the availability of grant funds for this project type, provide instructions to access and submit the application, and include a due date by which applications must be submitted. Once the RFP period has ended,

ICAPCD will review the applications received and contact applicants as necessary to gather additional information. ICAPCD will aim to respond to prospective applicants within 60 days following the end of the RFP period to alert them if their projects have been selected to receive funding. However, this timeline may be extended at the discretion of ICAPCD (e.g., to reach consensus from the CSC).

4 Emissions Reductions and Quantification Methodology

4.1 Regulatory Compliance

It is the applicant's responsibility to ensure that all work performed on Urban Greening projects shall be in conformance with the California Environmental Quality Act and all other applicable statutes, rules, and regulations. In addition, Urban Greening projects must obtain permits as required by local, regional, state, or federal agencies before approval.

4.2 Emission Reductions

Various California state and institutional bodies have developed tools to help estimate the GHG reductions and co-benefits associated with Urban Greening projects. Except where noted, the methodology and referenced tools below are consistent with the Quantification Methodology developed for the California Natural Resources Agency (CNRA) Urban Greening Grant Program under the California Climate Investments Program.⁶

All Urban Greening calculations can be performed in a workbook that has been developed by CARB for the CNRA.⁷ Project applicants need to fill out data within two tabs in this workbook in order to quantify emission reductions and co-benefits. While the project contract period is 10 years, this methodology calculates the benefits over a 40-year period. Applicants must fill out tabs "Project Info," and "Tree Planting – ITP." The tab "Tree Planting – ITS" should not be filled out (the "Tree Planting – ITS" tab is designed as an alternative input tab for use with alternative software that is no longer supported). Tab "New Bike-Ped Infrastructure" should not be completed, as new bicycle/pedestrian infrastructure was not identified as a requirement under Measure M-2 of the CERP.

In order to fill out all the information as prompted in the spreadsheet, project applicants will also need to use three external tools, as follows:

1. University of California Agriculture and Natural Resources (UCANR) Water Use Classification of Landscape Species (WUCOLS IV) tool⁸
2. California Department of Water Resources (DWR) Water Budget Workbook⁹
3. i-Tree Planting Tool¹⁰

A guide detailing how to use each of these tools can be found in **Appendix B**.

⁶ CCI Quantification, Benefits, and Reporting Materials. Available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials?corr>. Accessed: October 2020.

⁷ CARB Urban Greening Calculator Tool (Version 3). Available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials?corr>. Accessed: October 2020.

⁸ WUCOLS IV Database. Available at <https://ucanr.edu/sites/WUCOLS/>. Accessed: October 2020.

⁹ DWR Water Budget Workbook. Available at: <https://cadwr.app.box.com/s/5k39tv10u42rp5bn2uebd7fodkxzgve7>. Accessed: October 2020.

¹⁰ i-Tree Planting Calculator v2.1.2. Available at: <https://planting.itreetools.org/>. Accessed: October 2020.

5 Relative Exposure Reduction

5.1 Mechanism of Exposure Reduction

Urban Greening will result in a reduction in CAP exposure as described in **Section 1.3**. The main mechanisms of exposure reduction are via deposition and adsorption to plant leaves and needles, dispersion through vertical forcing and slowing of airflow, as well as absorption through the plant leaves via the stomata. Exposure to PM, NO_x, and ozone, which is formed via chemical reactions between NO_x and ROG, can cause a variety of human health problems, particularly to the lungs and respiratory tract.^{11,12,13}

Sensitive receptors, such as people with pre-existing conditions, children, and older adults are most susceptible to CAP exposure.

5.2 Estimates of Exposure Reduction

Exposure reduction will be estimated for each project based on the number of sensitive receptors within 1,000 feet of the Urban Greening project site.

¹¹ Particulate Matter (PM) Basics. Available at: <https://www.epa.gov/pm-pollution/particulate-matter-pm-basics#effects>. Accessed: October 2020.

¹² Basic Information about NO₂. Available at: <https://www.epa.gov/no2-pollution/basic-information-about-no2#Effects>. Accessed: October 2020.

¹³ Health Effects of Ozone Pollution. Available at: <https://www.epa.gov/ground-level-ozone-pollution/health-effects-ozone-pollution>. Accessed: October 2020.

6 Qualitative Benefits

In addition to reducing GHG emissions and exposure to CAPs, Urban Greening projects will qualitatively benefit the surrounding communities. Urban Greening projects can provide shade to sidewalks and streets, which can encourage active transportation by making it more comfortable to walk or bike in those areas. This can improve the health and well-being of the community. Similarly, Urban Greening projects can shade buildings and reduce energy consumption by lessening the load on air conditioning systems. When native and/or drought-resistant vegetation is planted and maintained using water efficient irrigation methods, Urban Greening projects can reduce water usage. In addition, planting more trees in certain areas, such as near freeways, may also help reduce noise pollution.

7 Key Project Parameters

7.1 Funding Amount and Eligible Costs

Applicants who are awarded funding are required to solicit and select project materials and suppliers through a competitive bidding process. A minimum of two competitive bids must be obtained before a supplier is selected, and the selection must be approved by ICAPCD. It is the role of ICAPCD to ensure that all costs are reasonable and applicable.

The following costs are eligible for funding as part of this CERP strategy:

- Supplies and materials
- Labor and construction
- Contracted services
- Signs and interpretative aids communicating information about the project

Additionally, up to 25% of the grant request may be budgeted for non-construction costs, including but not limited to design, permitting, outreach, direct project administration and management. Another 10% may be budgeted for contingency costs. The grant amount will cover 100% of eligible costs.

The following costs are ineligible to receive funding as part of this CERP strategy:

- Overhead (i.e., rent, utilities, office equipment/supplies)
- Ongoing project maintenance

As described in the CERP, at least \$200,000 is available for Urban Greening projects between 2020-2024. Projects eligible for this funding must be located within the Corridor and meet the eligibility requirements described in **Section 3** of this Project Plan. However, certain projects may be prioritized based on the criteria described in **Section 8** of this Project Plan.

Payments will be made on a reimbursement basis. The Grantee pays for services, products, and supplies, submits invoices and proof of payment, and is then reimbursed. If the applicant is unable to carry the financial responsibility of a reimbursement program on their own, they may partner with a local public agency or 501(c)(3) non-profit.

7.2 Project Life

Entities that receive grants to fund applicable projects are expected to maintain their green spaces for a minimum of 10 years. During this time entities must maintain the green spaces and comply with other requirements described in **Section 3.1** of this Project Plan. Additionally, entities must make the project available for inspection if requested by ICAPCD and/or CARB staff during this same contract period.

8 Project Selection

8.1 Selection Criteria

Applications received by the ICAPCD will be reviewed by and distributed to ICAPCD staff, CCV, and the CSC. Projects will be scored by ICAPCD staff in accordance with the criteria described below. These scores are meant to inform the decision-making process but will not be the determining factor for project selection. Several of these criteria were based off the California Climate Investments (CCI) Urban Greening Guidelines.¹⁴ Additional selection criteria were informed by CSC input through a polling process in which CSC members completed surveys to indicate which characteristics of the Urban Greening project applications are most important for consideration.

| Scoring Criteria | Points Available |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| ❖ Cost-Effectiveness <ul style="list-style-type: none"> ➤ \$/ton GHG reduced ➤ Other funding available to reduce cost | 0-50 |
| ❖ Exposure Benefits <ul style="list-style-type: none"> ➤ Proximity to sensitive populations ➤ Siting near buildings to reduce energy costs ➤ Siting on sidewalks to shade well-travelled areas | 0-30 |
| ❖ Co-Benefits <ul style="list-style-type: none"> ➤ CAP emission reductions ➤ Water and energy savings | 0-15 |
| ❖ Project Readiness <ul style="list-style-type: none"> ➤ Timeliness of project implementation ➤ Availability of external funding | 0-5 |
| TOTAL | 0-100 |

¹⁴ Urban Greening Program Final Guidelines. Available at: <https://resources.ca.gov/grants/urban-greening/>. Accessed: October 2020.

9 Reporting Requirements

All projects that receive funding under this program must comply with the requirements described in Section H of the CAP Incentives 2019 Guidelines.¹⁵ This will involve the preparation of Mid-Cycle and Yearly reports, which ICAPCD will prepare based on information collected from project participants. Some of the information to be included in these reports is described below:

- CAP Incentives reporting requirements for Mid-Cycle Reports:
 - Report the required project information in the CARL (Carl Moyer Program Clean Air Reporting Log) Database
 - Report program-level information in the CAP Incentives Supplemental Document for CERP projects funded with CAP incentives
- CAP Incentives reporting requirements for Yearly Reports:
 - Report the required project information in the CARL Database
 - Report program-level information in the CAP Incentives Supplemental Document for CERP projects funded with CAP incentives
 - Output generated by the Required Reports utility of CARL Database
 - Contract execution and liquidation status for each grant year of CAP incentives
 - A list of any projects identified as nonperforming and a brief narrative of any related enforcement actions

Participants must ensure that project-related information is complete, correct, supported by documentation, and supplied to the ICAPCD upon request for the preparation of reports. Meanwhile, the ICAPCD must acknowledge that the most up-to-date reporting requirements have been received and incorporated, and commit to maintaining documents in support of the reports at the ICAPCD office. Finally, this documentation must be made available to CARB staff upon request.

The above is not an exhaustive list of reporting requirements for participants in this program. Participants should refer to the CAP Incentives 2019 Guidelines for a complete list.

¹⁵ CARB. 2020. *Community Air Protection Incentives 2019 Guidelines*. October 14. Available at: https://ww2.arb.ca.gov/sites/default/files/2020-10/cap_incentives_2019_guidelines_final_rev_10_14_2020_0.pdf. Accessed: November 2020.

10 Helpful Resources

Applicants are encouraged to review the following resources as they prepare their proposals and reach out to the contacts provided with questions, as appropriate.

Plant Selection Resources

- SelecTree: A Tree Selection Guide
 - <https://selecttree.calpoly.edu/>
- Allergy-Free Gardening Considerations for Asthmatic and Sensitive Residents
 - <http://www.allergyfree-gardening.com/>
- California Native Plant Society Calscape Tool
 - <https://www.calscape.org/>
- SMAQMD Landscaping Guidance
 - <http://www.airquality.org/LandUseTransportation/Documents/LandscapingGuidanceforImprovingAirQualityNearRoadwaysMay2020V2.pdf#page=21>

Anti-Displacement Resources

- Greening without Gentrification Guide
 - <https://www.ioes.ucla.edu/wp-content/uploads/Parks-Related-Anti-Displacement-Strategies-report-with-appendix.pdf>

Additional Guidelines

- CAL FIRE Standards and Specifications for Purchasing, Planting, and Maintaining Trees, Appendix H
 - https://www.fire.ca.gov/media/9653/cal-fire-ucf-cci-2019-20_grant-guidelines_final.pdf#page=54
- SMAQMD Vegetative Barrier Recommendations:
 - <http://www.airquality.org/LandUseTransportation/Documents/LandscapingGuidanceforImprovingAirQualityNearRoadwaysMay2020V2.pdf#page=15>
- USEPA Recommendations for Constructing Roadside Vegetation Barriers
 - https://cfpub.epa.gov/si/si_public_record_report.cfm?Lab=NRMRL&dirEntryId=321772&simpleSearch=1&searchAll=Recommendations+for+constructing+roadside+vegetation+barriers+to+improve+near+road+air+quality

Local Contacts

- Lynnette Short, Imperial County Regional Urban Forester
 - Lynnette.Short@fire.ca.gov, (619) 937-1410
- Carlos Ortiz, Imperial County Agricultural Commissioner
 - agcom@co.imperial.ca.us, (442) 265-1500

**APPENDIX A
PROJECT APPLICATION FORM**

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) |

Applicant Contact Information

| | |
|---------------------|-------|
| Applicant Name | _____ |
| Applicant Telephone | _____ |
| Applicant E-mail | _____ |
| Other | _____ |

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 _____
- Non-Construction Costs _____
- Contingency Costs _____

What is the requested funding amount to be used toward eligible project costs? _____

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 _____

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.

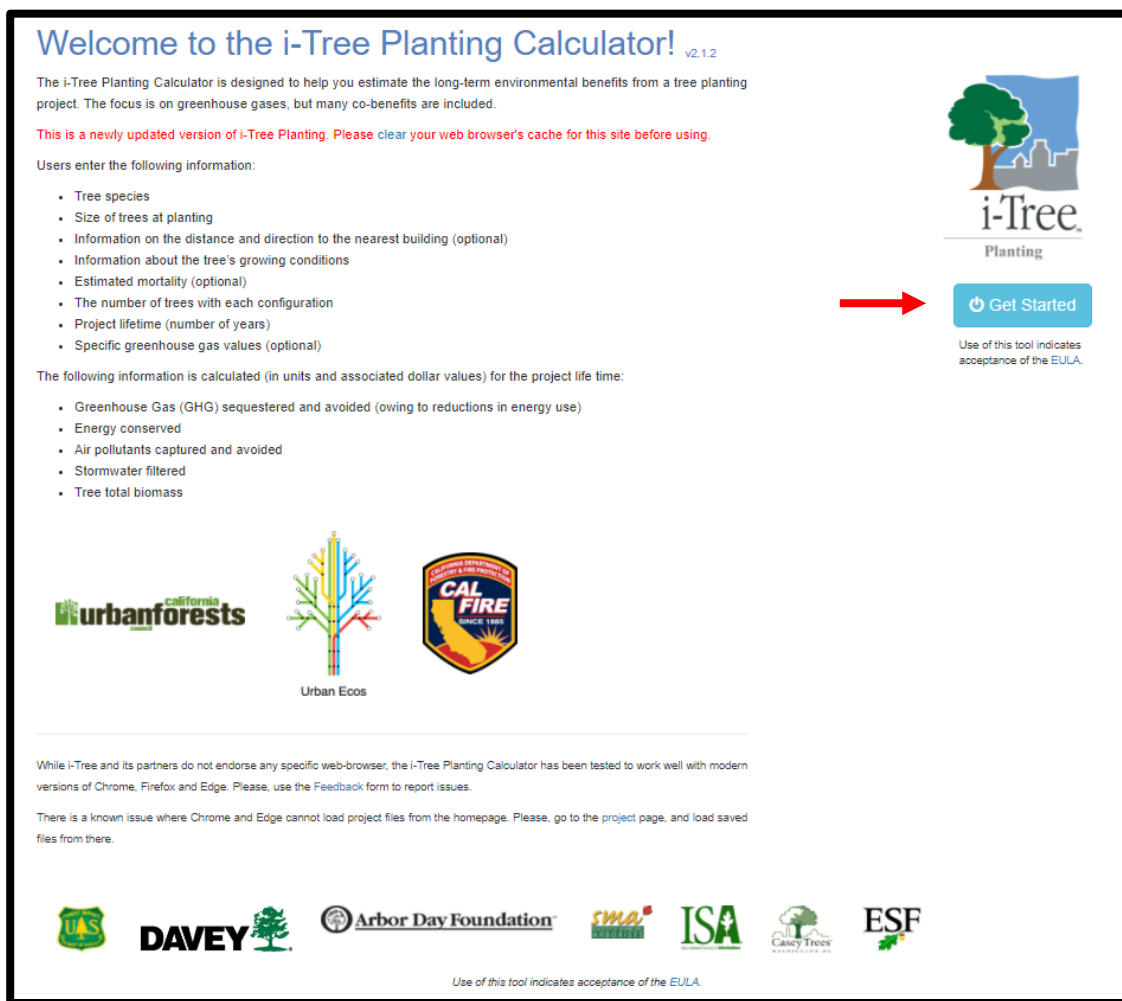
APPENDIX B URBAN GREENING TOOLS – USER GUIDES

- B-1. i-Tree Planting Calculator User Guide
- B-2. WUCOLS IV Tool User Guide
- B-3. DWR Water Budget Workbook User Guide
- B-4. CNRA Benefits Calculator Tool User Guide

B-1. i-Tree Planting Calculator User Guide

The tool **i-Tree Planting** should be used in order to help estimate the tree carbon storage, energy savings, and pollution reduction due to each group of trees to be planted. This tool can be found at [Home - i-Tree Planting Calculator \(planting.itreetools.org\)](http://planting.itreetools.org).

Step One – Open Tool. Once at the website, click “Get Started” on the right of the screen to access the tool, as shown below:



Step Two – Specify Project Location. Once in the tool, enter the project location (state, county, then city) as prompted from the three dropdown menus. Click next to continue.

Step Three – Specify Project Parameters. On the Project Parameters page, the Electricity Emissions Factor, Fuel Emissions Factor, Years for the Project, and Tree Mortality over Project Lifetime are all adjustable. Per CNRA guidelines, the Electricity Emissions Factor should be 227.9 kg CO₂e/MWH and the Fuel Emissions Factor should be entered as 53.1 kg CO₂e/MMBtu. The Years for the Project value should represent the total years of tree growth 40 years from the project start date. For example, for trees planted in the first year of the project, enter “40.” For trees planted in the second year, enter “39,” and so on. The Urban Greening Benefits Calculator Tool will account for the Tree Mortality over the Project Lifetime, so please enter zero for this field. See the following screenshot for an example of what this page may look like for a project within Imperial County:

Location Parameters **Trees** Report

Project Parameters

Configure the local parameters for the project.

Electricity Emissions Factor

227.9 ←

This field is required.

Units

pounds CO₂ equivalent/MWh kilograms CO₂ equivalent/MWh

Fuel Emissions Factor

53.1 ←

This field is required.

Units

pounds CO₂ equivalent/MMBtu kilograms CO₂ equivalent/MMBtu

Years for the Project (1 thru 99)

40 ←

Tree Mortality over Project Lifetime, as an estimated percentage (Optional, 0 thru 100)

0 ←

Next →

After making these inputs, hit next again to progress to the next tab, "Tree Planting Configurations."

Step Four – Specify Units for Tree Planting Configurations. At the top of the Tree Planting Configurations page, the units can be adjusted between English and Metric, and it can be selected whether the tree species will be listed using their common or scientific names.

Step Five – Enter Tree Planting Configuration Information. After the units and nomenclature items are selected (under Step Four), the following must be entered:

- Tree Group Information
 - Species of tree (*select from dropdown*)
 - Diameter at breast height (DBH) at time of planting
- Building Information
 - Distance to nearest building (*select from dropdown*)
 - Direction from nearest building (*select from the dropdown the cardinal direction [e.g., North, South, etc.] in which the tree is located when standing at the building*)
 - Age of building (*select from dropdown*)
 - Climate controls within the nearest building (*select from dropdown*)
- Tree Details
 - Tree condition (*select from dropdown*)
 - Exposure to sunlight (*select from dropdown*)
 - Number of trees to be planted

This information must be entered for each different group of trees that will be planted. A new group is required whenever any of the above parameters are different for a set of trees. To add a new group of trees, hit the plus sign at the far left of the table. To remove a group, click the X at the left of the row that needs to be removed.

Tree Planting Configurations
ATTENTION: Please, limit projects to batches of 100 or less tree groups.
 Enter the tree groups for the project.

Units
 English (feet & inches) Metric (meters & cm)

Nomenclature
 Common Name Scientific Name

| Tree Group Information | | | | Building Information | | | Tree Details | | | |
|--------------------------|--------------|------------|---------------|-----------------------------|---------------------------|-------------------|------------------|-----------|----------------------|-----------------|
| | Group Number | Species | DBH in inches | Distance to Nearest in feet | Tree is _____ of Building | Vintage | Climate Controls | Condition | Exposure to Sunlight | Number of Trees |
| <input type="checkbox"/> | 1 | Acacia | 8 | 0-19 | South (180°) | Built 1950 - 1980 | A/C Only | Good | Full Sun | 10 |
| <input type="checkbox"/> | 2 | Cottonwood | 14 | 20-39 | Northeast (45°) | Built after 1980 | Heat & A/C | Excellent | Full Sun | 5 |

Add new rows here → **Delete rows here** → **Adjust all values in these cells as needed**

An example of this completed tab with two groups of trees is shown below:

Step Six – Generate Report. After inputting this information, hit next again. This will generate the final report from i-Tree Planting.

The report has four sections within the webtool:

- “CO2” shows the pounds of CO2 avoided and sequestered and the resultant cost savings.
- “Energy” shows the electricity and other fuel savings and resultant cost savings.
- “Eco” shows the total tree biomass, rainfall interception, and the avoided runoff in gallons and resultant cost savings.
- “Air Pollution” shows the total mass of several key air pollutants that was either avoided (via deposition and dispersion) or removed (via absorption) because of the project.

In order to see values from all four of these tabs at once, proceed to Step Seven – Export Report.

Step Seven – Export Report.

Planting Report

Print

NOTE: Printing is recommended as the "landscape" orientation or at a reduced scale.

Project Report - i-Tree Planting Calculator v2.1.2

Location: El Centro, California 92243
 Electricity Emissions Factor: 252.40 kilograms CO2 equivalent/MWh
 Fuel Emissions Factor: 52.00 kilograms CO2 equivalent/MMBtu
 Lifetime: 40 years
 Tree Mortality: 3%

All amounts in the tables are for the full lifetime of the project.

Units

English (pounds & tons; kWh & MMBtu; gallons)
 Metric (kilograms & metric tons; kWh & MMBtu; cubic meters)

Copy
Export
CO₂
Energy
Eco
Air Pollution

Search:

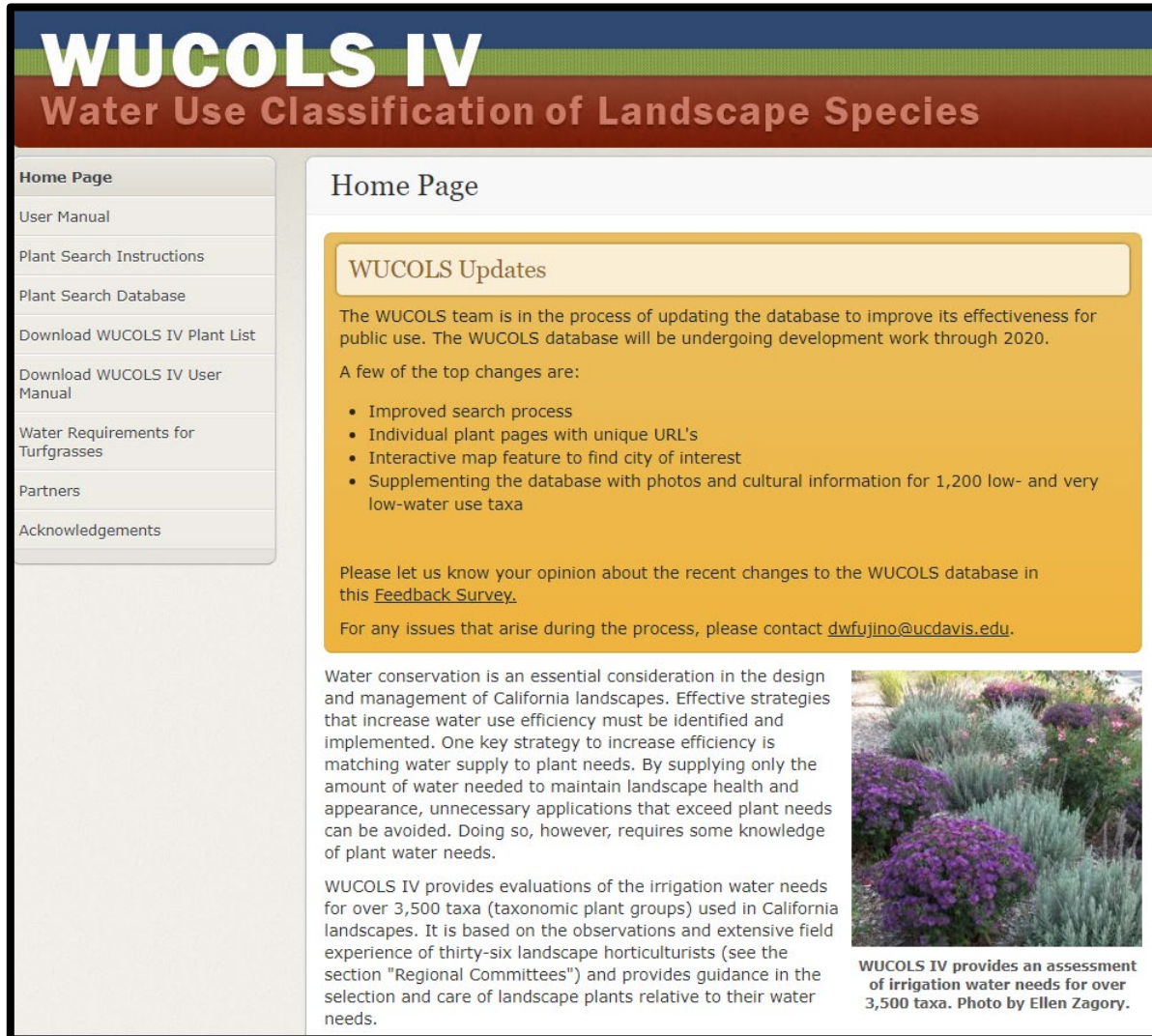
| Location | | CO ₂ Benefits | | | |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------|--------------------------------------|----------------------------------|
| Group Identifier | Tree Group Characteristics | CO ₂ Avoided (pounds) | CO ₂ Avoided (\$) | CO ₂ Sequestered (pounds) | CO ₂ Sequestered (\$) |
| 1 | <ul style="list-style-type: none"> (10.0) Acacia (Acacia species) at 8.0 inches <u>DBH</u>. Planted 0-19 feet and south (180°) of buildings that were built 1950-1980 with only A/C. Trees are in good condition and planted in full sun. | 64,299.5 | \$1,495.41 | 1,757.6 | \$40.88 |
| 2 | <ul style="list-style-type: none"> (5.0) Cottonwood (Populus species) at 14.000000000000002 inches <u>DBH</u>. Planted 20-39 feet and northeast (45°) of buildings that were built post-1980 with heat and A/C. Trees are in excellent condition and planted in full sun. | 34,798.9 | \$809.31 | 84,780.8 | \$1,971.74 |

Hitting export will generate an Excel spreadsheet with all relevant values included. These values will need to be imported into tab "Tree Planting – ITP" in the CNRA Calculator Tool.

B-2. Water Use Classification of Landscape Species (WUCOLS IV) Tool User Guide

The University of California Agriculture and Natural Resources (UC ANR) **WUCOLS** tool should be used in conjunction with the DWR Water Budget Workbook in order to estimate the amount of water and type of irrigation that this project will require. This tool is available here: <https://ucanr.edu/sites/WUCOLS/>.

Step One – Open Plant Search Database. From the tool home page, click “Plant Search Database” to enter the tool itself, as shown below:



WUCOLS IV
Water Use Classification of Landscape Species

Home Page

- User Manual
- Plant Search Instructions
- Plant Search Database
- Download WUCOLS IV Plant List
- Download WUCOLS IV User Manual
- Water Requirements for Turfgrasses
- Partners
- Acknowledgements

WUCOLS Updates

The WUCOLS team is in the process of updating the database to improve its effectiveness for public use. The WUCOLS database will be undergoing development work through 2020.

A few of the top changes are:


- Improved search process
- Individual plant pages with unique URL's
- Interactive map feature to find city of interest
- Supplementing the database with photos and cultural information for 1,200 low- and very low-water use taxa

Please let us know your opinion about the recent changes to the WUCOLS database in this [Feedback Survey](#).

For any issues that arise during the process, please contact dwfujino@ucdavis.edu.

Water conservation is an essential consideration in the design and management of California landscapes. Effective strategies that increase water use efficiency must be identified and implemented. One key strategy to increase efficiency is matching water supply to plant needs. By supplying only the amount of water needed to maintain landscape health and appearance, unnecessary applications that exceed plant needs can be avoided. Doing so, however, requires some knowledge of plant water needs.

WUCOLS IV provides evaluations of the irrigation water needs for over 3,500 taxa (taxonomic plant groups) used in California landscapes. It is based on the observations and extensive field experience of thirty-six landscape horticulturists (see the section "Regional Committees") and provides guidance in the selection and care of landscape plants relative to their water needs.



WUCOLS IV provides an assessment of irrigation water needs for over 3,500 taxa. Photo by Ellen Zagory.

Clicking that link will open the Plant Search Database.

Step Two – Enter City Name. Enter the city in which the proposed project will be located using the drop-down menu or “Find a city on the map” option. Note that El Centro and Calexico are the only options within the corridor. Heber is not an available option, but all of Imperial County is located within the same region, classified as “Low Desert” in this tool. Therefore, if the project is specifically in Heber or is otherwise not located within El Centro or Calexico, choose either El Centro or Calexico. These cities will be representative of the entire Corridor.

Step Three – Choose Plant Type. Once the city name is entered, there are two options. If the types of plant and greenery for the project have already been determined, use the “Plant Name” search box to choose the specific plants and greenery. If not, then the general Plant Type can be chosen from the list on the right, and the water usage can be chosen from the checklist on the left. In the example below, the user selected California native trees that require very low or low water usage within Calexico:

The screenshot shows the WUCOLS IV Plant Search Database interface. At the top, the title "WUCOLS IV Water Use Classification of Landscape Species" is displayed in a blue and green header. Below the title, the section "Plant Search Database" is visible. A text box explains that users can search by name (partial names are OK) or by plant type and/or water use. A button labeled "See WUCOLS List for All Regions" is located to the right of this text. The "City" section features a dropdown menu with "Calexico" selected and a "Find a city on the map" button. The "Plant Name" section has a text input field labeled "Common Name or Botanical Name". The "Water Use" section includes a checklist with "Very Low" and "Low" selected, and "Moderate / Medium", "High", "Unknown", and "Not Appropriate for this Region" unselected. The "Plant Type" section has a checklist with "T (Tree)" and "N (California Native)" selected, and "Gc (Ground Cover)", "P (Perennial)", "S (Shrub)", "V (Vine)", "Ba (Bamboo)", "Bu (Bulb)", "G (Ornamental Grass)", "Pm (Palm and Cycad)", "Su (Succulent)", and "A (Arboretum All-star)" unselected. A link "Looking for Turf Grass?" is present next to the "G (Ornamental Grass)" option. A green "Search Plants" button is located at the bottom left of the form.

Step Four – Search Plants. After the options have been set, click “Search Plants” on the bottom left of the screen in order to view the results. The top results of the plant type selected in Step Three appear alphabetically as shown on the following page:

WUCOLS IV
 Water Use Classification of Landscape Species

Plant Search Database



City: Calexico Start Over Search Again Export List

Region: Low Desert

Legend: Plant Types

Legend: Categories of Water Needs

Search Results: 128

| Type | Photo | Botanical Name | Common Name | Water Use | Export |
|-------|-------------------------------------------------------------------------------------|--------------------------------------|--------------------|-----------|--------------------------|
| S T | N/A | Acacia abyssinica | Abyssinian acacia | Low | <input type="checkbox"/> |
| S T | N/A | Acacia berlandieri | guajillo | Low | <input type="checkbox"/> |
| S T | N/A | Acacia constricta | whitethorn acacia | Low | <input type="checkbox"/> |
| S T |  | Acacia craspedocarpa | leatherleaf acacia | Low | <input type="checkbox"/> |
| S T N |  | Acacia greggii | catclaw acacia | Low | <input type="checkbox"/> |

Step Five – Choose Plant Type. Once an appropriate plant has been identified, or once the type of plant that has already been chosen for this project is found, click on its name. An example for the first search result, *Acacia abyssinica*, is shown below:

WUCOLS IV
 Water Use Classification of Landscape Species

Plant Search Database



City: Calexico Start Over Search Again Export List

Region: Low Desert

▼ Legend: Plant Types

▼ Legend: Categories of Water Needs

Search Results: 128

| Type | Photo | Botanical Name | Common Name | Water Use | Export |
|-------|-------------------------------------------------------------------------------------|--------------------------------------|--------------------|-----------|--------------------------|
| S T | N/A | Acacia abyssinica ← | Abyssinian acacia | Low | <input type="checkbox"/> |
| S T | N/A | Acacia berlandieri | guajillo | Low | <input type="checkbox"/> |
| S T | N/A | Acacia constricta | whitethorn acacia | Low | <input type="checkbox"/> |
| S T |  | Acacia craspedocarpa | leatherleaf acacia | Low | <input type="checkbox"/> |
| S T N |  | Acacia greggii | catclaw acacia | Low | <input type="checkbox"/> |

Step Six – Obtain Evapotranspiration Rate. On the next page, click on the text “Legend: Categories of Water Needs” in order to display the evapotranspiration rates for the chosen plant. Look for the value that matches the water usage classification for that plant, which should be highlighted in blue. An example for the first search result, *Acacia abyssinica*, is shown on the following page:

WUCOLS IV

Water Use Classification of Landscape Species

Plant Search Database

Acacia abyssinica Start Over

| | |
|-----------------------|--------------------------|
| Botanical Name | <i>Acacia abyssinica</i> |
| Common Name | Abyssinian acacia |
| Plant Type(s) | Shrub (S) Tree (T) |

Water usage

| | |
|-------------------------------------------------|---------------|
| Region 1 North Central Coastal | Inappropriate |
| Region 2 Central Valley | Unknown |
| Region 3 South Coastal | Inappropriate |
| Region 4 South Inland Valley | Unknown |
| Region 5 High and Intermediate Desert | Inappropriate |
| Region 6 Low Desert | Low |

← Use this classification to select the correct ET₀ percentage, below

Clear region selection

Click here to expand →

| ▼ Legend: Plant Types | | |
|-------------------------------------|--------------|-------------------------------|
| ▲ Legend: Categories of Water Needs | | |
| Category | Abbreviation | Percentage of ET ₀ |
| Very Low | VL | < 10 |
| Low | LO | 10-30 ← |
| Moderate / Medium | M | 40-60 |
| High | H | 70-90 |
| Unknown | U | N/A |
| Not Appropriate for this Region | NA | N/A |

The Evapotranspiration Rate, ET₀, is shown in the “Percentage of ET₀” column. Take note of the average value from the column “Percentage of ET₀,” shown above. In this case, the average would be 20%.

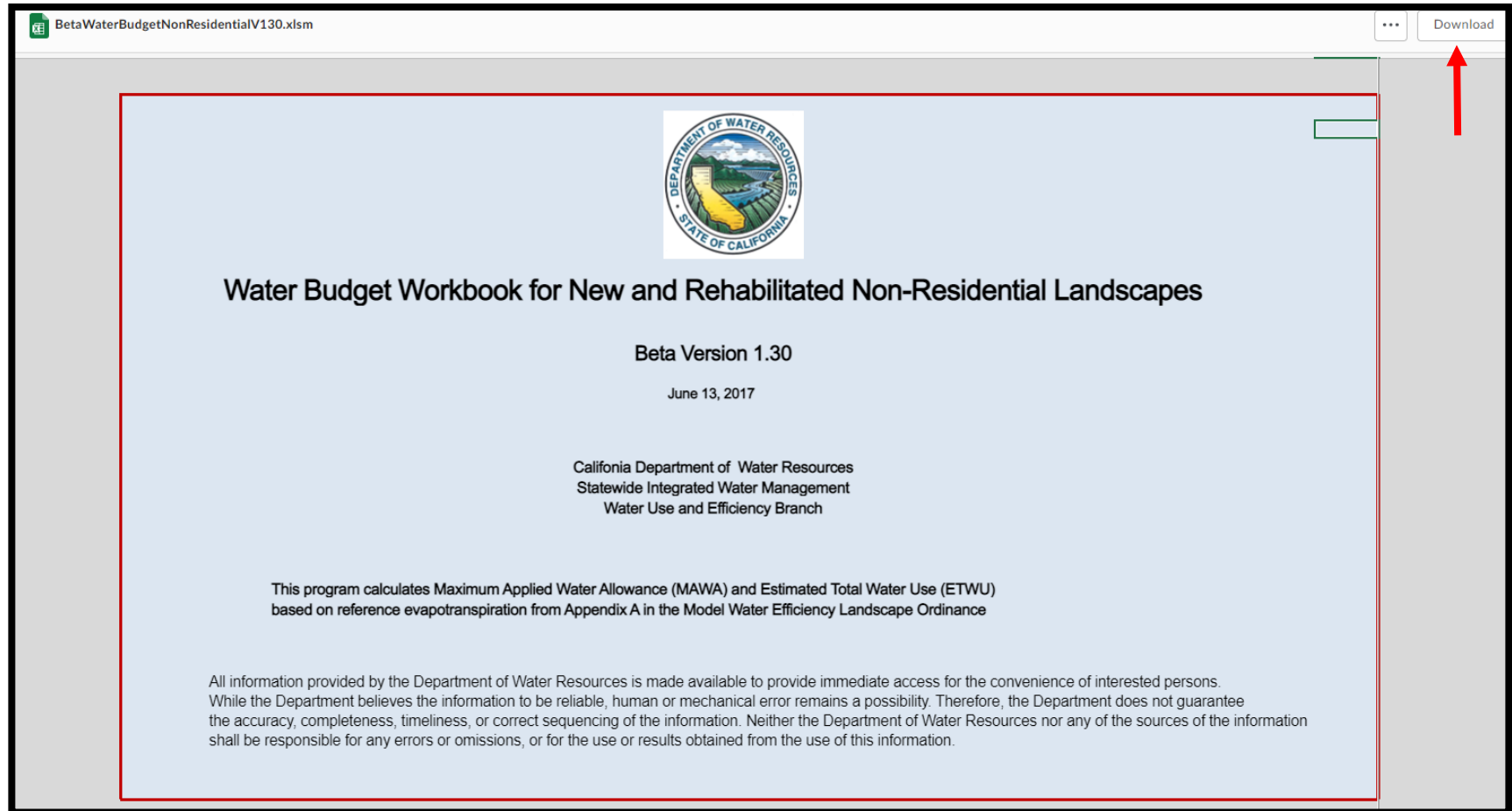
The ET₀ value needs to be obtained for all plants that are currently at the proposed project site, as well as all of the species that would be planted as part of the project itself. Once these values have been collected, they can be entered into the next tool, the DWR Water Budget Workbook.

B-3. DWR Water Budget Workbook User Guide

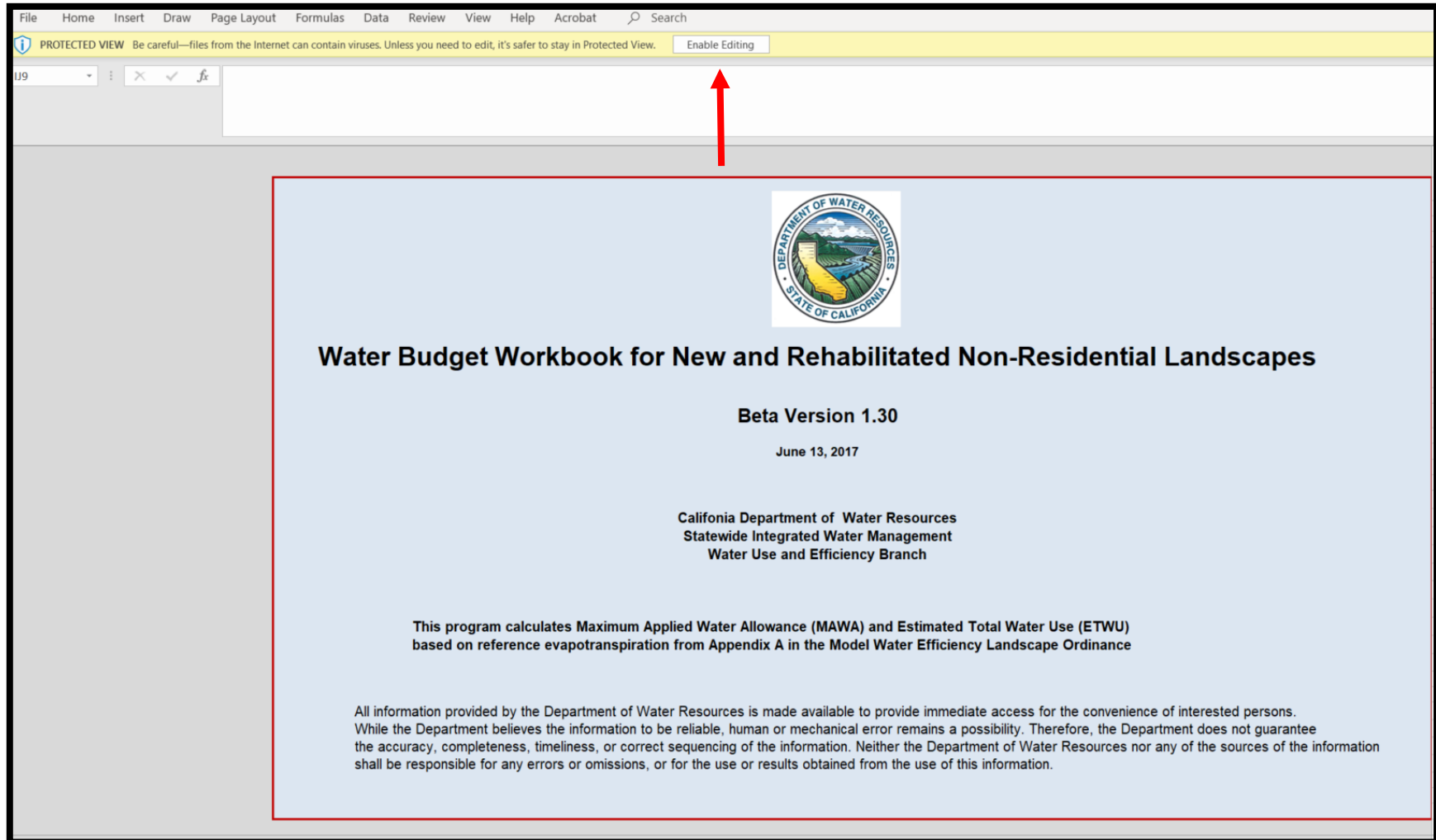
After the WUCOLS tool is run, the California Department of Water Resources' Water Budget Workbook for New and Rehabilitated Non-Residential Landscapes ("**DWR Water Budget Workbook**") should be used in order to estimate the amount of water and type of irrigation that the proposed project will require. This tool is available for download here:

<https://cadwr.app.box.com/s/5k39tv10u42rp5bn2uebd7fodkxzgve7>.

Step One – Download Tool. Clicking the link above opens an embedded workbook. In order to access the tool in Excel, click "Download" in the top right, as shown below.



Step Two – Enable Workbook. After downloading the spreadsheet, click “Enable Editing” in order to gain access to the spreadsheet.



This tool consists of three main tabs: Maximum Applied Water Allowance (MAWA), Estimated Total Water Use (ETWU), and Special Landscape Area (SLA).

For all proposed projects, this entire workbook must be filled out twice:

- Once using the current landscape characteristics of the proposed project site (“Pre-Project Scenario”), and
- Once accounting for the landscape characteristics after the proposed project is implemented (“Post-Project Scenario”).

To do so, it is recommended that the applicant save two copies of the Water Budget workbook: one for the Pre-Project Scenario, and one for the Post-Project Scenario.

Workbook cells highlighted in blue are ones for which data should be entered. Cells highlighted in tan display results and should not be adjusted.

“MAWA” Tab

Steps One through Three should be performed in the blue highlighted cells in the “MAWA” tab. For reference, a screenshot of this tab is provided on the next page. Note that there is additional instruction to the left of the data entry in this tab.

Step Three – Specify Project Location. In the tab “MAWA,” first select the city where the proposed project will be located. Note that Calexico and Heber are not options on the dropdown list, so selecting El Centro will likely be most appropriate for projects located within the Corridor.

Step Four – Specify Project Area. Next, enter square footage of the landscape area that is irrigated via overhead spray, as well as the square footage of landscape area that is irrigated by drip irrigation. Where prompted, also enter the square footage of any special landscape area on the project site. Special landscape area includes recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water.

Step Five – Specify Project Precipitation. If known, enter the annual precipitation at the project site in inches per year. If the annual precipitation is unknown, this cell can be left blank.

| Maximum Applied Water Allowance Calculations for New and Rehabilitated Non-Residential Landscapes | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------|
| Enter value in Pale Blue Cells | | |
| Tan Cells Show Results | | |
| Messages and Warnings | | |
| Click on the blue cell on right to Pick City Name ET _o of City from Appendix A Results: $(ET_o) \times (0.62) \times [(0.45 \times LA) + (1.0 - 0.45) \times SLA]$ | El Centro | Name of City |
| | 81.70 | ET _o (inches/year) |
| | 23000 | Overhead Landscape Area (ft ²) |
| | 27000 | Drip Landscape Area (ft ²) |
| | 43000 | SLA (ft ²) |
| | 93,000 | Total Landscape Area |
| | 3,317,575 | Gallons |
| | 443,497 | Cubic Feet |
| | 4,435 | HCF |
| | 10 | Acre-feet |
| | 3 | Millions of Gallons |
| | MAWA calculation incorporating Effective Precipitation (Optional) | |
| | Precipitation (Optional) | |
| | 82 | ET _o (inches/year) |
| | 93,000 | LA (ft ²) |
| 43,000 | SLA (ft ²) | |
| | Total annual precipitation (inches/year) | |
| 0.00 | Eppt (in/yr)(25% of total annual precipitation) | |
| Results: | | |
| MAWA = $[(ET_o - Eppt) \times (0.62)] \times [(0.45 \times LA) + ((1.0 - 0.45) \times SLA)]$ | Gallons | |
| - | Cubic Feet | |
| - | HCF | |
| - | Acre-feet | |
| - | Millions of Gallons | |



Next, move to tab "ETWU."

"ETWU" Tab

Steps Six through Nine should be performed in the blue highlighted cells in the "ETWU" tab. For reference, a screenshot of this tab is provided on the next page.

Note that after download, the tool will display example data in this sheet, with six hydrozones listed. Delete the irrigation type, plant factor, and hydrozone area columns before starting.

Step Six – Specify Irrigation Type. Fill out the irrigation type (overhead spray or drip) for each hydrozone. A hydrozone is a portion of the landscaped area having plants with similar water needs. If two different types of tree are planted as part of this project, then each type of tree qualifies as its own hydrozone. Additionally, if certain areas of the landscape are irrigated in different ways then those areas would constitute different hydrozones as well. Special Landscape Areas do not need to be entered on this tab.

Step Seven – Specify Area of Each Hydrozone. For each hydrozone, enter the area in square feet in the column labelled "Hydrozone Area Without SLA." The total area entered for all hydrozones on this page should match the total area entered on the "MAWA" tab. Special Landscape Areas do not need to be entered on this tab.

Step Eight – Enter Plant Factors. Next, input the correct plant factor for each hydrozone. This plant factor will be the average evapotranspiration rate (ET₀) that was obtained from the WUCOLS tool. Each type of plant will have its own plant factor, and thus may represent its own hydrozone. Special Landscape Areas do not need to be entered on this tab.

These three items will be input into the columns highlighted in blue, as shown below for a project with six example hydrozones:

| Estimated Total Water Use | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------|-------------------|----------------------------------------------------|----------------------------|---------------------------------|
| Equation: $ETWU = ET_0 \times 0.62 \times [((PF \times HA)/IE) + SLA]$; Considering precipitation $ETWA = (ET_0 - Eppt) \times 0.62 \times [((PF \times HA)/IE) + SLA]$ | | | | | | |
| Enter values in Pale Blue Cells | | | | | | |
| Tan Cells Show Results | | | | | | |
| Messages and Warnings | | | | | | |
| Irrigation Efficiency Default Value for overhead 0.75 and drip 0.81. | | | | | | |
| Plant Water Use Type | | Plant Factor | | | | |
| Very Low | | 0 - 0.1 | | | | |
| Low | | 0.2 - 0.3 | | | | |
| Medium | | 0.4 - 0.6 | | | | |
| High | | 0.7 - 1.0 | | | | |
| SLA | | 1.0 | | | | |
| Hydrozone | Select System From the Dropdown List click on cell below | Plant Water Use Type (s) (low, medium, high) | Plant Factor (PF) | Hydrozone Area (HA) (ft ²) Without SLA | Irrigation Efficiency (IE) | (PF x HA (ft ²))/IE |
| Zone 1 | Overhead Spray | High | 0.70 | 5,000 | 0.75 | 4,667 |
| Zone 2 | Overhead Spray | Medium | 0.50 | 4,000 | 0.75 | 2,667 |
| Zone 3 | Overhead Spray | Medium | 0.40 | 3,000 | 0.75 | 1,600 |
| Zone 4 | Drip | Low | 0.30 | 7,000 | 0.81 | 2,593 |
| Zone 5 | Drip | Low | 0.30 | 15,000 | 0.81 | 5,556 |
| Zone 6 | Drip | Low | 0.20 | 16,000 | 0.81 | 3,951 |

Step Nine – View Results. At the bottom of this tab, the workbook will display the estimated total water usage as shown below. Note this value (in gallons) for both the pre- and post-project scenarios, as it will need to be entered into tab “Tree Planting-ITP” of the CNRA calculations workbook.

Projects must comply with MAWA, per California’s updated Model Water Efficient Landscape Ordinance (MWELO).¹ This workbook will show if a project complies with MAWA as shown in red font in the screenshot below.

| | | | |
|----------------|-----------|---------------------------------------------------------|--------------------------------|
| Results | | Total Landscape Area including Special Landscape | |
| MAWA = | 3,317,575 | ETWU = | 3,243,226 Gallons |
| | | | 433,558 Cubic Feet |
| | | | 4,335.58 HCF |
| | | | 9.95 Acre-feet |
| | | | 3.24 Millions of Gallons |
| | | | ETWU complies with MAWA |

Note that the DWR Water Budget Workbook also includes a third tab, “SLA.” For purposes of these projects, the inputs on this tab do not affect the project results. Therefore, this tab can be ignored.

¹ California Model Water Efficient Landscape Ordinance (MWELO). Available: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance#:~:text=DWR/2015%20About%20half%20of%20the%20urban%20water%20is,by%20the%20Model%20Water%20Efficient%20Landscape%20Ordinance%20>. Accessed: February 2021.

B-4. CNRA Benefits Calculator Tool User Guide

After using i-Tree Planting, WUCOLS IV, and the DWR Water Budget Workbook, the California Natural Resources Agency (CNRA) **Benefits Calculator Tool** can be completed for the proposed urban greening project.

To access the tool, visit the following site: <https://ww2.arb.ca.gov/resources/documents/ci-quantification-benefits-and-reporting-materials?corr>.

Step One – Locate Tool. Scroll down to the section labelled “Natural Resources and Waste Diversion,” then look for the California Natural Resources Agency’s Urban Greening Program.

Step Two – Open Tool. Once identified, click the link for “Calculator Tool (Version 3),” as shown below, to open the tool. This will download an Excel file named “cnra_ug_finalcalculator_070820_v3.xlsx”. Open the Excel file and click the prompt to “Enable Editing” if necessary.

| Calendar Help & FAQs Contact Careers English Español <input type="text" value="SEARCH CARB"/> | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------|
| ABOUT OUR WORK RESOURCES SERVICES RULEMAKING NEWS EQUITY | | | | |
| Recovery | | | | |
| California Department of Resources Recycling and Recovery | Waste Diversion, Organics Composting, Community Composting, Anaerobic Digestion/Co-Digestion, Food Waste Prevention and Rescue | Organics Programs QM Calculator Tool | Waste Diversion and Utilization | Waste Diversion and Utilization Community Compost |
| California Natural Resources Agency | Tree Planting Carbon Sequestration, Tree Planting Energy Savings from Shade, New Bike Paths or Lanes, New Pedestrian Facilities | Urban Greening Grant Program QM Calculator Tool (Version 3) <i>Note: Version 3 July 8, 2020, corrects an autofill field that was not populating correctly and a formula error ascribing the incorrect anticipated lifespan to Class II bike lanes.. No changes to the QM document/User guide were made.</i> | Urban Forestry and Urban Greening | Urban Greening Projects |
| California State Coastal Conservancy | Climate Ready Program, Tree Planting Carbon Sequestration, Carbon Farming, Climate Adaptation Planning | Climate Ready Program QM Calculator Tool | Healthy Soils Planning Urban Forestry and Urban Greening | Climate Ready Program |

Step Three – Enter Project Information. Within the Excel file, two main tabs need to be updated manually. The first is labelled “Project Info.” This tab requires the applicant to enter the project name, contact information, and the requested funding amount. The items that should be filled out are highlighted in green.

While there are multiple line items set up for funding, the total amount of funding requested under the Imperial County AB 617 program should be entered in the row labelled “Total Urban Greening GGRF

Funds Requested," as shown below. Unless other funding is available, all other funding rows can be labelled as \$0.

Note to applicants:
 A step-by-step **user guide**, including a **project example**, for this Benefits Calculator Tool is available at:
http://www.arb.ca.gov/cc/capandtrade/auctionproceeds/cnra_ug_finaluserguide_050720_v2.pdf

Third-party tools:
 This Benefits Calculator Tool requires data inputs obtained from several third-party tools.
 The following third-party tools are required to use this Benefits Calculator Tool:

| | |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| i-Tree Planting | Available at: https://planting.itreetools.org/ |
| i-Tree Tools | Available at: https://www.itreetools.org/streets/index.php |
| Water Budget Workbook for New and Rehabilitated Non-Residential Landscapes | Available at: http://water.ca.gov/ |
| Water Use Classification of Landscape Species (WUCOLS IV) | Available at: http://ucanr.edu/ |

Information for using i-Tree tools is available in the user guide (see above).
 Information and examples for using the water tools is available in the Water Savings Assessment Methodology at: www.arb.ca.gov/cci-cobenefits.

Urban Greening applicants must enter the applicable information in the table below before proceeding with the project-specific data on the Inputs tab.

| | |
|-------------------------------------------------|-------------------------------------------------|
| Project Name: | |
| Applicant ID: | |
| Contact Name: | |
| Contact Phone Number: | |
| Contact Email: | |
| Date Calculator Completed: | |
| Total Urban Greening GGRF Funds Requested (\$): | \$ Enter requested funding amount here - |
| Other GGRF Leveraged Funds (\$): | \$ - |
| Total GGRF Funds (\$): | \$ - |
| Non-GGRF Leveraged Funds (\$): | \$ - |
| Total Funds (\$): | \$ - |



| | |
|------------------------------------|--------------------------------|
| Key for color-coded fields: | |
| Green | Required input field* |
| Grey | Output field / not modifiable |
| Yellow | Helpful hints / important tips |

*See "Documentation" tab for additional information

After the "Project Info" tab has been filled out, go to tab "Tree Planting-ITP." Steps Four and Five should be entered on the "Tree Planting-ITP" tab.

Step Four – Enter Water Usages.

At the top of the “Tree Planting – ITP” tab, there are two rows to enter the estimated annual baseline on-site water use and the estimated annual on-site water use after planting. Here, enter the estimate total water usage (ETWU) from the DWR Water Budget Workbook. Enter the value from the pre-project scenario in row 16, and the value from the post-project scenario in row 17, as shown below:

| Estimated Change in Water Irrigation from Planting Trees | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Enter data below after using the UCANR Water Use Classification of Landscape Species (WUCOLS IV) and the DWR Water Budget Workbook for New and Rehabilitated Non-Residential Landscapes (Water Budget Workbook). | |
| If Project Involves Additional Irrigation, Estimated Annual Baseline On-site Water Use (gal/yr) | Enter pre-project ETWU from DWR Workbook here  |
| If Project Involves Additional Irrigation, Estimated Annual On-Site Water Use After Planting (gal/yr) | Enter post-project ETWU from DWR Workbook here  |
| Irrigation Savings Over 40 Year Quantification Period (gal) | 0 |

Step Five – Enter Data from i-Tree Planting. In the second table on the “Tree Planting – ITP” (shown below), enter the results from the i-Tree Planting Report as prompted. Enter the results for each individual group of trees in a separate row. Once all of the green cells below have been populated, this tool will calculate emission reductions as well as water and energy savings at the bottom of the tab.

| Tree Planting Benefits | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------|
| Enter data below after using i-Tree Planting to estimate tree carbon storage, electricity savings, natural gas savings, and co-pollutants removed due to the groups of trees. | | | | | | | | | |
| Group Identifier | Tree Group Characteristics | Quantity of Trees to be Planted within this Tree Group | Carbon Stored in Tree Group Over the 40 Year Quantification Period (lb CO ₂ e) | Electricity Savings From Tree Group Over the 40 Year Quantification Period (kWh) | Natural Gas Savings From Tree Group Over the 40 Year Quantification Period (MMBtu) | NO ₂ Removed Over the 40 Year Quantification Period (lb) | PM _{2.5} Removed Over the 40 Year Quantification Period (lb) | Rainfall Interception Over the 40 Year Quantification Period (gal) | Avoided Runoff Over the 40 Year Quantification Period (gal) |
| | | | | | | | | | |
| | | | | | | | | | |

The data from the i-Tree Planting output file should match the table above as shown below:



| Data Label in Exported i-Tree Planting Report | Data Label in Tab "Tree Planting – ITP" |
|------------------------------------------------------|----------------------------------------------------------------------------|
| Group Identifier | Group Identifier |
| Tree Group Characteristics | Tree Group Characteristics |
| CO ₂ Sequestered (pounds) | Carbon Stored in Tree Group over the 40 Year Quantification Period |
| Electricity Saved (kWh) | Electricity Savings from Tree Group over the 40 Year Quantification Period |
| Fuel Saved (MMBtu) | Natural Gas Savings from Tree Group over the 40 Year Quantification Period |
| NO ₂ Removed (pounds) | NO ₂ Removed Over the 40 Year Quantification Period |
| PM _{2.5} Removed (pounds) | PM _{2.5} Removed Over the 40 Year Quantification Period |
| Rainfall Interception (gallons) | Rainfall Interception Over the 40 Year Quantification Period |
| Avoided Runoff (gallons) | Avoided Runoff Over the 40 Year Quantification Period |

The workbook contains two additional data entry tabs highlighted in green. The "Tree Planting-ITS" tab should not be filled out (the "Tree Planting – ITS" tab is designed as an alternative input tab for use with alternative software that is no longer supported).

The "New Bike-Ped Infrastructure" tab is used for estimating benefits from implementation of new bicycle or pedestrian infrastructure. This action was not identified as a requirement under Measure M-2 of the Imperial County Community Emissions Reduction Plan, so this tab may also be skipped.

Step Six – View Results. Results are viewed on the gray-highlighted tabs, "GHG Summary" and "Co-benefit Summary". The applicant does not need to fill in any information in these tabs. However, the applicant shall attach a copy of these results to the Imperial County AB 617 Project Application form as prompted. Screenshots of these two tabs are shown on the following pages:

Tab "GHG Summary:"

| | | | | | |
|-----------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|---|
|  | | <p align="center">California Air Resources Board</p> <p align="center">Benefits Calculator Tool for the Urban Greening Grant Program</p> <p align="center">California Climate Investments Version 3 - July 8, 2020</p> | |  | |
| <p>Project Name: <input type="text"/></p> | | | | | |
| Project Information | | | | | |
| Total Urban Greening GGRF Funds Requested (\$) | | | | \$ | - |
| Other GGRF Leveraged Funds (\$) | | | | \$ | - |
| Total GGRF Funds (\$) | | | | \$ | - |
| Non-GGRF Leveraged Funds (\$) | | | | \$ | - |
| Total Funds (\$) | | | | \$ | - |
| GHG Summary | | | | | |
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Planting (MT CO ₂ e) | | | | | 0 |
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Streets (MT CO ₂ e) | | | | | 0 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Planting (MT CO ₂ e) | | | | | 0 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Streets (MT CO ₂ e) | | | | | 0 |
| Avoided GHG from Establishment of New Bicycle and Pedestrian Facilities (MT CO ₂ e) | | | | | 0 |
| GHG Emissions from Tree Planting Project Implementation (MT CO ₂ e) | | | | | 0 |
| Total Urban Greening GHG Benefit (MT CO ₂ e) | | | | | 0 |
| Total GHG Benefit (MT CO ₂ e) | | | | | 0 |
| Total GHG Benefit per Total Urban Greening GGRF Funds (MT CO ₂ e/\$) | | | | | 0 |
| Total GHG Benefit per Total Funds (MT CO ₂ e/\$) | | | | | 0 |

Tab "Co-benefit Summary:"

| Project Name: | |
|------------------------------------------------------------|-----|
| Co-benefits and Key Variables Summary | |
| Urban Greening GGRF Funds | |
| Total PM _{2.5} Emission Reductions (lb) | 0 |
| Total NOx Emission Reductions (lb) | 0 |
| Total ROG Emission Reductions (lb) | 0 |
| Total Diesel PM emission reductions (lb) | 0 |
| Remote PM2.5 Emission Reductions (lb) | 0 |
| Remote NOx Emission Reductions (lb) | 0 |
| Remote ROG Emission Reductions (lb) | 0 |
| Trees Planted | 0 |
| Total Water Savings (gal) | 0 |
| Annual Water Savings (acre feet/year) | 0 |
| Fossil Fuel Based Energy Use Reductions (kWh) | 0 |
| Fossil Fuel Based Energy Use Reductions (therms) | 0 |
| Energy and Fuel Cost Savings (\$) | \$0 |
| Passenger VMT Reductions (miles) | 0 |
| Fossil Fuel Based Transportation Fuel Use Reductions (gal) | 0 |
| Travel Cost Savings (\$) | \$0 |
| Total | |
| Total PM _{2.5} Emission Reductions (lb) | 0 |
| Total NOx Emission Reductions (lb) | 0 |
| Total ROG Emission Reductions (lb) | 0 |
| Total Diesel PM emission reductions (lbs) | 0 |
| Remote PM2.5 Emission Reductions (lb) | 0 |
| Remote NOx Emission Reductions (lb) | 0 |
| Remote ROG Emission Reductions (lb) | 0 |
| Trees Planted | 0 |
| Total Water Savings (gal) | 0 |
| Annual Water Savings (acre feet/year) | 0 |
| Fossil Fuel Based Energy Use Reductions (kWh) | 0 |
| Fossil Fuel Based Energy Use Reductions (therms) | 0 |
| Energy and Fuel Cost Savings (\$) | \$0 |
| Passenger VMT Reductions (miles) | 0 |
| Fossil Fuel Based Transportation Fuel Use Reductions (gal) | 0 |
| Travel Cost Savings (\$) | \$0 |

EXHIBIT “C”