

Heber Public Utility District

REPORT TO BOARD OF DIRECTORS

MEETING DATE: November 18, 2021

FROM: Laura Fischer, General Manager

SUBJECT: Authorize the General Manager to Execute the Agreement with Imperial Irrigation District to Accept Local Entity Grant Funds.

ISSUE:

Shall the Board of Directors Authorize the General Manager to Execute the Agreement with Imperial Irrigation District to Accept Local Entity Grant Funds?

GENERAL MANAGER'S RECOMMENDATION:

It is recommended that the Board of Directors Authorize the General Manager to Execute the Agreement with Imperial Irrigation District to Accept Local Entity Grant Funds.

FISCAL IMPACT:

Local Entity Grant Funds \$5,000 to be used to complete the Recreation Center Project.

BACKGROUND:

Each IID Director has the authority to grant funds to worthy projects, groups, non-profits in their district. Director Gonzalez authorized the \$5,000 Local Entity Funds for the HPUD Recreation Center Project.

This is the third Local Entity Grant that the District has been awarded. Previously the IID Local Entity awarded the District a grant for \$75,000 and a second grant for \$80,000. These two grants were used to help offset the cost of construction of the Heber Recreation Center.

DISCUSSION:

At this time, the Board must decide if they want to move forward accepting the IID Local Entity grant and to accept the \$5,000 funding from the IID Local Entity. The funds are to be used to complete construction of the recreation facility.

CONCLUSION:

As the IID Local Entity grant award is for \$5,000 which can be used to offset the cost to complete the Recreation Center project, it is recommended that the HPUD Board accept the Local Entity grant funds and authorize the General Manager to execute the grant agreement and documents that may be required.

Respectfully Submitted,

Laura Fischer, General Manager

Attachments: IID Local Entity draft agreement

GRANT AWARD CONTRACT
2021 IID Closing Local Entity Grant Program
for Community Benefit Projects

Awarding Agency: Imperial Irrigation District, acting as the Local Entity
Grant Program: 2021 Closing Local Entity Grants
Awardee: Heber Public Utility District
Award Purpose: Recreation building construction
Funding Amount: \$ 5,000.00

I. Introduction

1. The IID Board of Directors, acting as the Local Entity, functions to authorize grant funding to help offset socioeconomic impacts resulting from land fallowing implemented within the IID water service territory in furtherance of the Quantification Settlement Agreement. Land fallowing under these agreements created conserved water for transfer and for environmental mitigation. The land fallowing and socioeconomic mitigation activities are governed in part by the revised fourth amendment, as modified and amended, to the agreement between IID and San Diego County Water Authority for the transfer of conserved water, dated October 10, 2003. Land fallowing by IID in support of its water transfer programs under the Quantification Settlement Agreement was completed in 2017, with no further land fallowing anticipated by IID.
2. On October 5, 2021, the Local Entity authorized IID staff to facilitate the creation of grant packages for the entities conditionally receiving awards, including the execution of the awardee's grant contract, and then to administer grant awards under the process for the 2021 Closing Local Entity Grant Program.
3. As a condition to receiving a grant award from the Local Entity under the 2021 Closing Local Entity Grant Program, awardees must execute and comply with this award contract.

II. Awardee's Acknowledgments and Representations

1. The complete grant package shall consist of this contract, copies of the awardee's completed Grant Interest Form and verification documents, proposed project purpose and any other project details and information submitted.
2. Awardee represents and warrants that awardee meets all eligibility requirements for the 2021 Closing Local Entity Grant Program: awardee is in good standing with the California Secretary of State and Internal Revenue Service, and is an IRS-designated non-profit organization or public agency.
3. Awardee further represents and warrants that all grant package documents submitted on behalf of awardee are true and correct documents and contain truthful and accurate information. Awardee acknowledges that the Local Entity makes this award under the 2021 Closing Local Entity Grant Program for community benefit projects in reliance upon the truth and accuracy of the representations made by the awardee in all submitted documentation. If at any time the Local Entity determines that any material aspect of a representation made by awardee in any submitted document was untruthful or inaccurate, and such untruthfulness or inaccuracy could reasonably be expected to adversely impact the determination of the Local Entity to authorize this grant to awardee,

the Local Entity may revoke and terminate all of the grant award and require repayment of any disbursed funds.

4. Awardee acknowledges that there is no process to appeal award selections or amounts.
5. Awardee represents and warrants that no officer of the funding recipient, nor a spouse, sibling, parent, child or household member of an officer of the funding recipient shall receive any direct monetary benefit from the grant.
6. Awardee agrees that funding from this grant award will be spent locally in support of Imperial County businesses to the maximum extent practicable and will benefit residents within the IID water service area.
7. Awardee agrees to comply with all local, state and federal laws and regulations, and agrees to furnish the Local Entity with evidence of permits or other documentation upon request. Awardee agrees that funding from this grant award will not be used to purchase or promote any alcoholic beverages, tobacco or cannabis-related products, or other controlled or age-restricted substances or related products.
8. Awardee agrees that the Imperial Irrigation District name and logo, and the Local Entity name, shall not be used in any publicity information, nor will it be applied or affixed to any product or item, without express written consent from the Imperial Irrigation District General Manager or Water Department Manager.
9. Awardee acknowledges that, as a condition of receiving a grant award from the Local Entity under the 2021 Closing Local Entity Grant Program for community benefit projects, awardee must cooperate with all reporting requirements, audits and requests for site visits by Local Entity staff or representatives. Records must be retained for a minimum of two years from the date of the last disbursement.
10. Within 45 days of completion of the grant project and expenditure of grant funds, or by January 31, 2022, whichever is earlier, grantee will submit to Local Entity staff the following documents:
 - a. Letter of Completion certifying that the grant funds have been expended:
 - i. in accordance with the awardee's stated purpose of construction costs for a recreation building;
 - ii. for the benefit of the community within the Imperial Irrigation District water service territory;
 - iii. in compliance with the terms and conditions stated herein.
 - b. Summary of the successes associated with the grant funding, a description of the benefit to the local community, and photos demonstrating the utilization of and appreciation for the Local Entity supplemental funding;
 - c. Summary of expenditures describing the products or services purchased.
11. Awardee agrees to track and maintain an accounting of all grant expenditures, including receipts/invoices and cancelled checks. Awardee agrees to provide this documentation upon request from Local Entity Staff.

12. Disbursed grant funds may not be used for the direct benefit of any employee or officer of the awardee, but rather for the benefit of the clients of the organization and the overall benefit of the residents of the Imperial Irrigation District water service territory.
13. Expenditures completed under this project may not overlap or duplicate expenditures submitted under previous programs completed with Local Entity funds, or expenditures submitted for funding from any other grant or funding program from any other entity.
14. If at any time grantee fails to comply with these requirements and conditions, the Local Entity may revoke and terminate this grant award in its entirety, and awardee may be required to return any distributed funds.

Signature: _____

Name: Laura Fischer

Title: General Manager

Grantee: Heber Public Utility District

Date: _____

Signature: _____

Name: Tina L. Shields

Title: Water Department Manager

Grantor: Imperial Irrigation District

Date: _____