GRANT AGREEMENT
Imperial County Public Benefit Program
HEBER PUBLIC UTILITY DISTRICT

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective this _____ day of _____, 2026, by and between the County of Imperial ("County"), a political subdivision of the State of California, and **HEBER PUBLIC UTILITY DISTRICT** ("Grantee") for the purpose of providing grant funding for the **HEBER PUBLIC UTILITY DISTRICT – CORRELL PARK PROJECT** ("Project").

Article I.
Purpose

The Public Benefit Program provides one-time grant funding to public agencies, nonprofit organizations, and residents of Imperial County to support infrastructure improvements, job creation, economic development initiatives, and projects that enhance the quality of life within local communities. This Agreement establishes the terms and conditions governing the distribution of Public Benefit Program funds to the Grantee on a reimbursement basis for the implementation and/or funding of the Project, as described in the Grantee's approved Public Benefit Program Application.

Article II.
Project

Grantee's project has been found by the County Board of Supervisors to meet the goals and objectives established for the Community Benefit Program. The County Board of Supervisors has agreed to provide Grantee with a funding grant for the scope of work described in Grantee's Public Benefit Program Application, attached hereto and incorporated herein as **Exhibit A**. Grantee understands that it shall be responsible for implementing the Project as described in Exhibit A and according to requirements of the "Guidelines for the Imperial County Public Benefit Program and Application" ("Guidelines") approved by the Board of Supervisors on March 22, 2016 through Imperial County Minute Order No. 17. The Project and Grant funds shall also be subject to all provisions of applicable statutes, County laws and requirements governing County contracts.

Article III.
Deadlines and Term of the Agreement

Section 3.1. Term of Agreement

The effective date of this Agreement is the date first written above upon which it is executed by the County, and this Agreement shall terminate on the date of grant termination identified as **December 30, 2028.**

Section 3.2. Deadlines

Grantee shall meet the following deadlines in order to maintain funding eligibility:

Notification of Inability to Expend Grant Funds	December 01, 2027
Final Expenditure Deadline	December 30, 2027
Return of Unexpended Grant Funds	January 31, 2028
Funding Request Deadline	January 31, 2028
Submission of Final Expenditure Report	January 31, 2028
Grant End Date	December 30, 2027

Article IV.
Award of Grant

Section 4.1. Grant Amount

To achieve the Scope of Work set forth in this Agreement, the County hereby grants to Grantee under the terms of this Agreement a one-time, grant award amount not to exceed **Seventy-Five Thousand Dollars ($75,000.00)** ("Grant"). Grant funds shall be disbursed via a reimbursement basis; pursuant to the provisions of this Agreement.

Section 4.2. Grant Timelines

Work performed prior to the effective date of this Agreement of **_____, 2026**, shall **not** be funded. The effective date of this Agreement shall be the date first written above of it's execution by County, only after execution by the Grantee. All awarded funds shall be requested from County no later than **January 31, 2028**. Funds granted under this Agreement shall not be expended after the grant termination date listed in Section 3.1. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates. Disbursement and administration of the Grant funds shall be according to the provisions outlined in Section 5.3.

Article V.
BUDGET DETAIL AND PAYMENT PROVISIONS

Section 5.1. Allowable Use of Grant Funds

Grant funds shall be used exclusively for projects approved by the County which have been determined by the County to meet the Goals and Objectives of the Program.

Section 5.2. Performance

Grantee shall take all necessary actions and pay such necessary expenses for completion of the Project specified in Exhibit A in accordance with the schedule for completion set forth therein and the terms and conditions of this Agreement.

Section 5.3. Disbursement of Grant Funds

(a) Prior to disbursement of grant funds, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to County, an acceptable resolution from Grantee's governing body authorizing the exact grant award amount encumbered by this Agreement.

(b) The Grantee shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the County. A copy of which is attached hereto as **Exhibit B** and are also available at the County Executive Office located at 940 Main Street, Suite 208, El Centro, California 92243. The Grantee shall expend the funds within 90 days from the date of receipt from the County, or by date of grant termination identified in Section 3.1., whichever occurs earlier, and provide County with subsequent supporting documentation.

(c) Failure to expend contract funds in a timely manner may affect future funding.

(d) Grantee shall deposit Grant funds in a separate, segregated interest bearing checking or savings account, in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable Program purposes and accounted for to the County. All funds not expended within 90 days of receipt, or by the date of grant termination identified in Section 3.1., as applicable, shall be returned to the County with

accrued interest.

(e) The Grantee shall make a good faith effort to minimize the number of disbursement requests to the County by anticipating costs and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.

(f) The Grantee shall inform the County within a reasonable amount of time in the event that Project expenditures related to an authorized project(s) are less than the total Grant award.

(g) The Grantee shall immediately inform the County, no later than **December 01, 2027**, if the Grantee anticipates it will not be able to expend all Grant funds by the grant termination date listed in Section 4.1.

(h) The Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Detailed documentation of each transaction shall be maintained to allow for the determination, through an audit if requested by the County, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the County shall determine the reimbursement method for the amount disallowed. Any determination of the allowability of an expense shall be final and at County's discretion.

(i) Failure of Grantee to provide any documents or information requested in writing by the County within ten (10) calendar days of such request shall result in the suspension of any disbursements to Grantee under this Agreement.

(j) Failure of Grantee to provide any documents or information requested in writing by the County within thirty (30) calendars days from the date of the suspension of any disbursements to Grantee by County, shall result in the termination of this Grant.

(k) The Grantee shall comply with Conflict of Interest, Equal Employment Opportunity, and Labor Requirements set forth in **Exhibit C** and incorporated herein by this reference.

Article VI.
GENERAL TERMS AND CONDITIONS

Section 6.1. Termination

(a) Grantee acknowledges that County may immediately suspend or terminate this Agreement without cause by giving written notice to Grantee. County may terminate this Agreement at any time for violation of any federal, state or local law or regulation, or for breach of any terms or conditions contained in this Agreement or any unapproved deviation from the Grant Application.

(b) In the event that this Agreement is terminated by County, Grantee shall be responsible for returning any unexpended grant funds as of the date of termination.

Section 6.2. Reporting Requirements

During the term of this Agreement, the Grantee shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the County:

(a) Upon execution of the Agreement by both Parties, Grantee shall submit progress reports on forms provided by County, to the County every ninety (90) days throughout the term of this Agreement until all Grant funds have been expended. A copy of which is provided along with this Agreement and attached hereto as **Exhibit D**. The Quarterly Report shall contain: (1) the progress the Grantee has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn and expended to date; and (3) a description of projects completed.

(b) Upon complete expenditure of the Grant funds, the Grantee shall submit a final report in a manner satisfactory to the County ("Final Report"). The Final Report shall be submitted to the County, **January 31, 2028**, within 60 days of the grant termination date listed in Section 3.1., the date all funds must be expended. The Final Report shall contain a description of all services provided under the terms of the Grant. The Grantee shall use the forms provided by the County Contract Coordinator and attached hereto as **Exhibit E**.

Section 6.2. Point of Contact

All notices, reports, or other communication shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the parties may from time to time designate in writing:

COUNTY	GRANTEE
Contract Coordinator: Rosa C. Lopez-Solis County Executive Office 940 Main Street, Suite 208 El Centro, CA 92243 (442) 265-1001 rosalopez@co.imperial.ca.us	Contact Person: Madeline Dessert Heber Public Utility District 1078 Dogwood Road Heber, CA 92249 760-336-1572 mdessert@heber.ca.gov

Section 6.3. Audit/Retention and Inspection of Records

Grantee agrees that the County or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide the County or its designee with any relevant information requested and shall permit the County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

Section 6.4. Special Conditions

The County reserves the right to add any special conditions to this Agreement it deems necessary to assure that the goals and objectives of the Program are achieved.

Section 6.5. Prevailing Wages

(a) Where funds provided through this Agreement are used for construction work, or in support of construction work, Grantee shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

(b) For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the use of a properly licensed building Grantee incorporating these requirements (the "construction Grantee"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the

"awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the County may require a certification from the awarding body that prevailing wages have been or will be paid.

Section 6.6. Miscellaneous

(a) Authority. Grantee represents and warrants that the individual who executes this Agreement is duly authorized to do so by Grantee. Grantee warrants that it will possess all the necessary licenses and/or permits required in order to carry out the purposes of this Agreement.

(b) Amendment. This Agreement may only be amended in writing by mutual agreement of the Parties and executed by County and Grantee.

(c) Limitation of Liability. In no event shall County be liable for any indirect, special, incidental or consequential damages or expenses for any negligence caused by Grantee, breach of contract or any other act arising out of or relating to this Agreement or the activities covered herein.

(d) Indemnity. To the greatest extent permitted by law, Grantee agrees to indemnify, defend, protect and hold harmless County 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, arising in the performance of this agreement but only in proportion to and to the extent such claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees.

(e) Attorneys' Fees. If either Party brings an action in a court of competent jurisdiction to enforce the terms of this Agreement, or declare rights hereunder, the prevailing Party in any such action may be entitled to its reasonable attorneys' fees and court costs, which shall be paid by the losing Party as determined by the court.

(f) Assignment. Grantee agrees that it has no authority to assign or transfer any interest in this Agreement or any funds payable hereunder unless it first obtains the prior written approval of the County. Otherwise, there is no third party beneficiary of this Agreement.

(g) Severability. If any parts of this Agreement are held to be invalid or unenforceable, the remaining parts of the Agreement shall continue to be valid and enforceable.

(h) Governing Law. This Agreement shall be construed and the rights and obligations of the Parties shall be determined in accordance with the laws of the State of California. Any action arising out of this Agreement shall be heard in a court of competent jurisdiction within the County of Imperial, California.

(i) Licensed Professionals. Grantee agrees that only qualified individuals will be used to perform services that are funded, in whole or in part, through Grant funds awarded under this Agreement.

(j) Related Litigation. Under no circumstances may Grantee utilize Grant funds from any disbursement under this Agreement to pay for costs associated with any litigation between Grantee and the County.

(k) Waiver. The waiver by either party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach of violation of the same, or of any other term, covenant, or ordinance of law.

(l) Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

(m) Grant Agreement Integrated. This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the award of grant funds and/or the Project. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. County and Grantee agree that the contents of the County's "Guidelines for the Imperial County Community Benefit Program" ("Guidelines") approved by the Board of Supervisors on March 22, 2016 and the Grantee's grant application shall be incorporated herein by reference with the understanding that the terms and conditions of this Agreement take precedence over any conflicting provision in the Guidelines and Grantee's application.

IN WITNESS WHEREOF, the County and Grantee have caused this Agreement to be executed as of the date first written above.

COUNTY OF IMPERIAL

By:_____
Name: Dr. Kathleen Lang
Title: County Executive Officer

APPROVED AS TO FORM:
Kris Malec Becker, Interim County Counsel

By:_____
Mistelle Abdelmagied, Assistant County Counsel

HEBER PUBLIC UTLITY DISTRICT

By:_____
Name: Delfino Matus
Title: President

Exhibit A

Public Benefit Program Application

COUNTY OF IMPERIAL

PUBLIC BENEFIT GRANT PROGRAM

Application - Attachment A

1. Applicant Information

Heber Public Utility District — Name

7/16/2026 — Date

1078 Dogwood Road — Address

Heber, CA 92249 — City, State Zip

(760) 482-2440 — Phone

(760) 336-1572 — Cell

Mdessert@heber.ca.gov — Email

2. Business or Organization Information

Heber Public Utility District — Business/Organization Name

1930 — Date Established

1078 Dogwood Road, Suite 103 — Address

Heber, CA 92249 — City, State Zip

Special District — Type of Business/Organization

95-6001552 — Tax ID#

3. Project Information

Indicate Grant Award Category (check all that apply):

Job Creation / Business Development		Research & Development		Education	
Public Service Offset	X	Other (please specify)			

$ 2,035,897 — Total Estimated Cost of Project

$ — Equity Contribution

$ 75,000 — Amount of Grant Request

$ — Other Financing

$ 1,960,897 — Other Public Funding Requested or Obtained

4. **Use of Grant Funds (Enter gross dollar amounts)**

Type	Grant Requested	Private/Other Funds	Total
Equipment	$0	$	$
Inventory Purchase	$75,000	$	$
Working Capital	$0	$	$
Construction Cost (must incl. prevailing wage)	$0	$	$
Other	$0	$	$
Grand Total	$75,000	$	$

5. **Project Information**

Please provide a project narrative with the following information:

a) Description of your business/organization

b) A brief description of your business/organizational experience as relevant to the grant.

c) A specific description of what the grant funds will be used for.

d) How many jobs will be created as a result of this grant?

e) Explain how this project addresses the criteria of the Public Benefit Program (see grant scoring sheet).

6. **Institution Grant Office Information (if applicable)**

Please provide the information of the office that manages grants for your institution/ organization and has the authority to sign grant agreements.

Madeline Dessert
Contact Name

Mdessert@heber.ca.gov
Email

(760) 482-2440
Phone

1078 Dogwood Road, Suite 103, Heber, CA 92249
Address

7. **Permit and/or Licenses**

Please provide copies of all applicable operating permits and/or licenses. If your organization is non-profit, please provide proof of non-profit status.

IMPORTANT: The County of Imperial reserves the right to request additional information when necessary from the applicant and applicant will agree to comply within 30 days of the subject request. Applicant attests to the accuracy and truthfulness of the information submitted and that it is completed to the best of their knowledge. The applicant further authorizes County of Imperial to seek out any other information it deems appropriate and necessary to process this application. Applicant authorizes County of Imperial to release such information to any entity as required in the processing of this application.

Furthermore, applicant understands that County of Imperial may NOT approve the application. However, if approved, applicant reserves the right to accept the grant according to the terms and conditions thereto, or may withdraw the application.

I/We hereby certify that the enclosed information, including any attachments or exhibits provided here within or at a later date, is valid and correct to the best of my/our knowledge.

Madeline Dessert

Applicant Name



Signature

Co-Applicant Name (if applicable)

Signature

Application Date

COUNTY OF IMPERIAL

PUBLIC BENEFIT GRANT/LOAN PROGRAM

Release of Information – Attachment B

I/We authorize the County of Imperial, and any credit reporting agency utilized by the County of Imperial to verify any information necessary in connection with a grant application, including, but not limited to, the following:

1. Credit History
2. Bank Accounts
3. Employment and Income

Authorization is further granted to use a photographic copy of my/our signature(s) below to obtain information regarding any of the aforementioned items.

Heber Public Utility District	
Applicant Name	Signature
	1078 Dogwood Road, Suite 103, Heber, CA 92249
Date of Birth	Home Address
Heber Public Utility District	95-6001552
Business/Organization Name	Tax ID#
1078 Dogwood Road, Suite 103, Heber, CA 92249	
Physical Address	
Co-Applicant Name (if applicable)	Signature
Date of Birth	Home Address

Social Security Number(s) of applicant(s) will be required at a later date.

COUNTY OF IMPERIAL

PUBLIC BENEFIT GRANT/LOAN PROGRAM

Application Checklist – Attachment D

Complete applications, submitted in one file with Agency Name as the file name, may be submitted electronically at **icpublicbenefitprogram@co.imperial.ca.us**.

Applicants must submit the following required documentation in the following order in one PDF file.

- ☐ Complete Application
- ☐ Copy of TIN
- ☐ Current City Business License
- ☐ Current and Valid Business Fictitious Name Filing (if applicable)
- ☐ Valid 501C3
- ☐ Federal IRS Form W-9
- ☐ Copy of Valid Driver License for Applicants and/or Individuals Owning 20% or more of Applicant Entity (Loan)
- ☐ Partnership Agreement (Partnerships) / Articles of Organization (LLC) / Articles of Incorporation (Corporation) (if applicable)
- ☐ Resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your agency, whether an employee, partner, subcontractor, or other contractual agreement.
- ☐ Acknowledge Organization Serves Local Community
- ☐ Acknowledge Physical establishment within the County of Imperial
- ☐ Submittal of Non-Discrimination Form
- ☐ Submittal of Agency Board Contact Information
- ☐ Not related to County Elected Officer.

Failure to provide any of the requirements may disqualify application from being considered.

Applicants shall not contact County of Imperial Board members in preparing their applications. The contacting of individual board members by an applicant may disqualify an application from consideration.

Heber Public Utility District

1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440 · FAX (760) 353-9951
www.heber.ca.gov

Project Scope

The development of Correll Park Project will improve one of Heber's primary recreational facilities by installing amenities and enhancing accessibility, safety, and visitor comfort. Grant funding will be used to install a resilient playground safety surface, three polyvinyl-coated benches, four picnic tables with benches, three 36-gallon trash receptacles, one drinking water fountain, one pet waste bag dispenser, and two bicycle racks. These improvements will create a safer and more enjoyable environment while encouraging healthy lifestyles, and community engagement.

The resilient playground surface will provide a durable, impact-absorbing play area that reduces the risk of injury while enabling accessibility for children of all abilities, including those using mobility devices. New benches and picnic tables will provide seating for families and visitors, while additional trash receptacles and a pet waste station will improve park cleanliness and reduce maintenance needs. The installation of a drinking water fountain is particularly important given Imperial County's extreme summer temperatures, providing visitors with safe access to drinking water. The drinking water fountain is especially important because children and families walking home from school can stop and refill their water bottle. Bicycle racks will promote active transportation by encouraging residents to bike to the park rather than drive.

The project is expected to create approximately five temporary jobs during the construction and installation phase. This project is a small portion of a larger project to transform a retention basin into a community park. Local contractors and suppliers will be utilized whenever possible, providing short-term economic benefits to businesses and skilled workers within Imperial County.

The proposed improvements strongly align with the goals of the Public Benefit Program by investing in public infrastructure that directly benefits residents of all ages. Correll Park serves as one of the community's primary gathering places for recreation, youth activities, and community events. Many of the existing park amenities have reached the end of their useful life and require replacement to continue providing safe and accessible recreational opportunities. This project addresses a demonstrated need by modernizing park facilities while improving accessibility, public health, environmental quality, and overall user experience.

The project will provide both immediate and long-term benefits such as improved playground safety, increased seating, better waste management, access to drinking water, and enhanced recreational amenities for residents and visitors. Additional, benefits include reduced maintenance costs through durable materials, improved accessibility for individuals with disabilities, increased opportunities for physical activity, and a stronger sense of community. By creating an attractive and functional public space, the project will continue serving residents for many years while promoting healthier lifestyles and greater community engagement.

HPUD has extensive experience administering grant-funded capital improvement projects and maintaining public infrastructure. District staff possess experience in project management, procurement, budgeting, financial reporting, grant compliance, and construction oversight. This experience demonstrates HPUD's ability to successfully complete the proposed improvements on schedule and within budget.

The District has previously secured more than **$1.5 million in Proposition 68 funding** toward the development of Correll Park and continues to pursue additional grant opportunities to further enhance the facility.

Budget			
Description	Qty	Amount	Total
Playground resiliance surface			$ 39,900.00
Polyvinly coated bench	3	$ 1,500.00	$ 4,500.00
Picnic table and bench	4	$ 2,000.00	$ 8,000.00
36 gallon trash can	3	$ 1,500.00	$ 4,500.00
Drinking water fountiain	1	$ 15,000.00	$ 15,000.00
Pet bag dispenser	1	$ 1,500.00	$ 1,500.00
New Bike Rack	2	$ 800.00	$ 1,600.00
		Total	$ 75,000.00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Heber Public Utility District

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Special Distrct (Govenment)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1078 Dogwood Road, Suite 103

Requester's name and address (optional)

6 City, state, and ZIP code

Heber, CA 92249

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	6	0	0	1	5	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

An official website of the United States government Here's how you know

Roles and Subcontracting Plan Reporting Show Details
Jul 15, 2026

ISR Workspace: Increased Contract Volume Show Details
Jun 26, 2026

See All Alerts

Entity Registration
- Core Data
  - Business Information
  - Entity Types
  - Financial Information
  - Taxpayer Information
  - Points of Contact
- Assertions
- Reps and Certs (FAR/DFARS)
- Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

Entity Information

HEBER PUBLIC UTILITY DISTRICT

Active Registration

Unique Entity ID
DKCQQPGP9EG1

CAGE/NCAGE
92FH5

Expiration Date
May 5, 2027

Physical Address

1078 Dogwood RD STE 103
Heber, California
92249-9612, United States

Mailing Address

1078 Dogwood RD STE 103
Heber, California
92249-9612, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

HEBER PUBLIC UTILITY DISTRICT INC

URL

www.heber.ca.gov

Division Name

Heber Public Utility District

Division Number

(blank)

Congressional District

California 25

State/Country of Incorporation

(blank), (blank)

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Registration Dates

Activation Date

May 7, 2026

Initial Registration Date

Jun 14, 2021

Submission Date

May 5, 2026

Entity Dates

Entity Start Date

Jun 15, 1931

Fiscal Year End Close Date

Jun 30

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans,

grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**U.S. Government Entity**
Entity Type	**US Local Government**
Profit Structure	**(blank)**
Organization Factors	**(blank)**

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government, Local Government Owned

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments

Debt Subject To Offset ⓘ

Yes	No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **92FH5**

Electronic Funds Transfer

Account Type	**Checking**
Account Number	*******29
Routing Number	*******81
Lockbox Number	**(blank)**
Financial Institution	**FIRST FOUNDATION BANK**

Automated Clearing House

Phone (U.S.)	**7603396164**
Phone (non-U.S.)	**(blank)**
Email	**Nsalcedo@ff-inc.com**
Fax	**(blank)**

Remittance Address

Nancy Salcedo
1599 W. Main Street
El Centro, California 92243
United States

TAXPAYER INFORMATION

Taxpayer Name
Heber Public Uility District

Address
1078 Dogwood RD STE 103
Heber, CA 92249-9612
United States

Name/Title of Individual Executing Consent
General Manager

Signature
Madeline Dessert

EIN
*****1552

Type of Tax
Applicable Federal Tax

Tax Year (Most Recent Tax Year)
2025

TIN Consent Date
May 5, 2026

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact

Madeline A Dessert, General Manager

Email
mdessert@heber.ca.gov

Phone
760 482-2440

Electronic Business

Primary Point of Contact

Luis A Carrazco, Finance Manager

Email
lcarrazco@heber.ca.gov

Phone
760 482-2440

Address
1078 Dogwood RD STE 103
Heber, California 92249
United States

Government Business

Primary Point of Contact

Jacob Bermudez, Grants Manager

Email
jbermudez@heber.ca.gov

Phone
760 482-2440

Address
1078 Dogwood RD STE 103
Heber, California 92249
United States

Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

⚠ **WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

Heber Public Utility District

1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440
www.heber.ca.gov

SERVICE ACKNOWLEDGMENT FORM

Acknowledgment of Services

The Heber Public Utility District is committed to serving the residents of Heber with the highest quality of water, wastewater, trash, and parks services. This form acknowledges services provided by the Heber Public Utility District are located in Heber, California.

Services may include community improvement projects, grant-funded initiatives, water, wastewater, trash, and parks services.

Madeline Dessert, General Manager

7/27/2020

Date

Heber Public Utility District

1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440
www.heber.ca.gov

ACKNOWLEDGMENT OF PHYSICAL ESTABLISHMENT

Physical Establishment

This document certifies that the Heber Public Utility District maintains an operational presence within Imperial County and conducts activities in compliance with applicable laws and regulations.

Heber Public Utility District's Address:

1078 Dogwood Road, Suite 103 Heber, CA 92249

Madeline Dessert, General Manager

7/27/2026

Date

Heber Public Utility District
1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440
www.heber.ca.gov

NON-DISCRIMINATION ACKNOWLEDGMENT

Equal Opportunity Statement

The Heber Public Utility District is committed to providing equal access to all services, and activities without discrimination based on any protected characteristic.

The Heber Public Utility District ensures that all staff, vendors, contractors, residents, and members of the public are treated with fairness and respect without discrimination.

I acknowledge that I have read and understand the District's Non-Discrimination Policy and agree to comply with it.

Madeline Dessert, General Manager

7/27/2026
Date

Heber Public Utility District
1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440
www.heber.ca.gov

HEBER PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS CONTACT LIST

Name	Title	Email Address	Phone Number
Pompeyo Tabrez	President	ptabarez@heber.ca.gov	(760) 482-2440
Delfino Matus	Vice-President	Dmatus@heber.ca.gov	(760) 482-2440
Tony Sandoval	Board Director	Tsandoval@heber.ca.gov	(760) 482-2440
Helen Diaz-Molina	Board Director	Hdiaz@heber.ca.gov	(760) 482-2440
Sarah Curry	Board Director	Scurry@heber.ca.gov	(760) 482-2440

I certify that the information provided is true and correct to the best of my knowledge.

Madeline Dessert, General Manager

7/27/2026
Date

Heber Public Utility District

1078 Dogwood Rd., Suite 103
Heber, CA 92249
TEL. (760) 482-2440
www.heber.ca.gov

NOT RELATED TO A COUNTY ELECTED OFFICER

Declaration

The Heber Public Utility District affirms that none of its Board Member or Executive staff are related to by blood, marriage, or guardianship, to any County of Imperial Elected Officer.

I certify that the information provided is true and correct to the best of my knowledge and that the Heber Public Utility District is committed to full transparency and accountability.

Madeline Dessert, General Manager

7/27/2026
Date

Exhibit B

Public Benefit Program
Grant Disbursement Form

IMPERIAL COUNTY PUBLIC BENEFIT PROGRAM
DISBURSEMENT REQUEST FORM

The Public Benefit Program recipient submits this reimbursement form to the County of Imperial Executive Office - Rosa Solis-Lopez, Executive Office Budget and Program Administrator, 940 W. Main Street, Suite 208, El Centro, CA 92243, 442-265-1001, rosalopez@co.imperial.ca.us, after it incurs expenses on its ICPBP project. Attach complete supporting documentation. Supporting documents include: verified copies of the invoices, with details on expenses; equipment invoices; photos of items purchased, etc.

HEBER PUBLIC UTILITY DISTRICT
Grant Recipient / Agency

Date: _____

Heber, CA
City

92249
Zip Code

Disbursement Request #: _____

MADELINE DESSERT
Attn

760-336-1572
Phone

Final Request: ☐

Expenses	Budget	Prior Disbursements	This Request
Total	**$**	**$**	**$**

Percent of Project Completion: _____%

CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs and disbursements are in accordance with project terms; the disbursement represents the ICPBP share due which has not been previously requested; and an inspection has been performed and all work is in accordance with the terms of the ICPBP Grant Agreement.

Name and Title: _____

Signature: _____

Date: _____

IMPERIAL COUNTY PUBLIC BENEFIT PROGRAM

GRANTEE REIMBURSEMENT REQUEST AND SUPPORTING DOCUMENTATION CHECKLIST

The Grantee is required to provide the following information and documentation with each reimbursement request:

1. Required County Forms

- ☐ Exhibit B – Reimbursement Request Form
- ☐ Exhibit D – Progress Report
- ☐ Forms are fully completed, signed, and dated, as applicable.
- ☐ All information reported on the forms is consistent with the supporting documentation submitted.

2. Expenditure Documentation

The Grantee must provide detailed supporting documentation for all reported expenditures, including summarized totals and the necessary backup documentation for each individual line item.

- ☐ Expenditure summary showing totals by category and/or line item.
- ☐ Each reported expense is clearly identified and individualized.
- ☐ Each individual expense has corresponding backup documentation.
- ☐ Invoices are provided.
- ☐ Receipts are provided.
- ☐ Proof of payment is provided, where applicable.
- ☐ Documentation clearly identifies the item or service purchased.
- ☐ Documentation supports the amount reported on the reimbursement request.
- ☐ Expenditures are organized in a manner that allows County staff to easily match each expense to its corresponding supporting documentation.

3. Photographic and Other Supporting Materials

As applicable to the project/program, supporting materials should include:

- ☐ Photographs of completed work.
- ☐ Photographs of purchased items.
- ☐ Photographs demonstrating the use or implementation of funded items/services.
- ☐ Conference or event materials.
- ☐ Pamphlets from conferences, events, workshops, or program activities.
- ☐ Other documentation demonstrating that funded activities or purchases occurred.

4. Organization of Supporting Documentation

To facilitate County review, please organize and individualize all expenses with their corresponding backup materials.

- ☐ Expenses are listed in a clear and organized expenditure summary.
- ☐ Each expense has a corresponding invoice, receipt, proof of payment, or other applicable documentation.
- ☐ Supporting documents are arranged in the same order as the expenditure summary.
- ☐ Each supporting document is clearly labeled or numbered to correspond with the applicable expense/line item.
- ☐ Duplicate, unrelated, or incomplete documentation has been removed.
- ☐ Any unusual, partial, or anticipated expenses are clearly identified and explained.

5. Programmatic Information

The Grantee must provide information demonstrating the progress and impact of the project/program, including, as applicable:

- ☐ Number of individuals participating or served.
- ☐ Description of the population or participants served.
- ☐ Program activities completed during the reporting period.
- ☐ Program outcomes and results.
- ☐ Notable accomplishments.
- ☐ Significant milestones achieved.
- ☐ Challenges encountered and how they were addressed.
- ☐ Other information demonstrating the use and impact of Public Benefit funds.

6. Final Presentation and Board Record

Please be advised that the current Public Benefit Program Committee will require a final presentation regarding the funded project/program.

- ☐ Grantee is prepared to provide a final presentation to the Public Benefit Program Committee.
- ☐ Presentation summarizes the project/program and use of Public Benefit funds.
- ☐ Presentation includes program participation, outcomes, accomplishments, and other relevant results.
- ☐ Presentation identifies how the funding contributed to the project/program.
- ☐ Final supporting materials are complete and organized for presentation.

Important: All materials submitted to the County, including reimbursement requests, progress reports, expenditure documentation, photographs, programmatic information, and final presentation materials, will be included in the official record presented to the Imperial County Board of Supervisors.

Final Submission Review

Before submitting the reimbursement request, please confirm:

- ☐ Exhibit B is complete.
- ☐ Exhibit D is complete.
- ☐ Exhibit E is complete.
- ☐ All expenditures are summarized.
- ☐ Every reported expenditure has corresponding backup documentation.
- ☐ Invoices, receipts, and/or proof of payment are included as applicable.
- ☐ Photographs and event/program materials are included as applicable.
- ☐ Programmatic information and outcomes are included.
- ☐ All materials are organized and clearly labeled.
- ☐ Documentation is sufficient to allow County staff to verify each reported expenditure.
- ☐ Materials are ready for inclusion in the official Board of Supervisors record.

EXHIBIT B

sample

IMPERIAL COUNTY PUBLIC BENEFIT PROGRAM

DISBURSEMENT REQUEST FORM
FISCAL YEAR 2026-2027 $33,500

The Public Benefit Program recipient submits this form to the County of Imperial Executive Office - Rosa Solis-Lopez, Executive Office Budget and Program Administrator, 940 W. Main Street, Suite 208, El Centro, CA 92243, 442-265-1001, rosalopez@co.imperial.ca.us, after it incurs expenses on its ICPBP project. Attach complete supporting documentation. Supporting documents include: verified copies of the invoices, with details on Expenses; equipment invoices; photos of items purchased, etc.

County of Imperial
Grant Recipient / Agency

Date: June 30, 2026

Disbursement Request #: 2

El Centro, CA — City
92227 — Zip Code
Rosa Lopez — Attn
442-265-1001 — Phone

Final Request: ☐

Expenses	Budget	Prior Disbursements	This Request
Office Supplies	$5,000.00	$500.00	$250.00
Snacks	$3,500.00	$0.00	$100.00
Office Equipment	$10,000.00	$0.00	$4,500.00
Rental	$5,000.00	$0.00	$0.00
Program Materials and Items	$10,000.00	$0.00	$1,000.00
Total	**$33,500.00**	**$500.00**	**$5,850.00**

Percent of Project Completion: _____%

CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs and disbursements are in accordance with project terms; the disbursement represents the ICPBP share due which has not been previously requested; and an inspection has been performed and all work is in accordance with the terms of the ICPBP Grant Agreement.

Name and Title: _____

Signature: _____ Date: _____

Sample

EXHIBIT D

Include this coversheet with your Reimbursement Request.

IMPERIAL COUNTY
PUBLIC BENEFIT PROGRAM

AWARDEE

COUNTY OF IMPERIAL
COUNTY SERVICES PUBLIC OUTREACH

940 W. Main Street, Suite 208, El Centro, CA 92244

PRIMARY CONTACT

Rosa Lopez, rosalopez@co.imperial.ca.us, 442-265-1001

Grant Funding: $33,500

Term: May 2026- June 2027

This Report is due for each active Grant Agreement at the time of Submittal for Reimbursement.

To facilitate the review of project reports, the information should be presented in the following order:

1. Cover sheet for quarterly progress report
2. Progress Schedule and Accomplishments (discuss progress made in completing the Project, including a description of the public purpose and Public Benefit)
3. Amount of Grant Funds drawn and expended to date
4. Activities Planned
5. Summary of Modifications made for the purpose of meeting stated goals and Project objectives. (if applicable)

Include this coversheet with your Reimbursement Request.

EXHIBIT E

Include this coversheet with your Final Report.

IMPERIAL COUNTY
PUBLIC BENEFIT PROGRAM

AWARDEE

COUNTY OF IMPERIAL
COUNTY SERVICES PUBLIC OUTREACH

940 W. Main Street, Suite 208, El Centro, CA 92244

PRIMARY CONTACT

Rosa Lopez, rosalopez@co.imperial.ca.us, 442-265-1001

Grant Funding: $33,500

Term: May 2026- June 2027

Include this coversheet with your Final Report.

This form must be signed and returned with the Final Report Narrative. Please complete and return this report prior to receiving final reimbursement.

Name of organization reporting:_____
(Should be the same as on IRS Form 990)

Dates covered by this grant: from _____ **to** _____

Executive Director: _____

Phone: _____ **E-mail:** _____ **Fax:** _____

Contact person: _____
(If different from Executive Director)

Phone: _____ **E-mail:** _____ **Fax:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Project/Program Name:_____

Amount of Grant: Grant I.D. No.: _____

Have there been any changes to your organization's IRS 501(c)(3) nonprofit status since you were awarded this grant? If yes, please explain: _____

_____

_____

I hereby certify that the above and attached statements are true and accurate.

_____

Signature of Authorized Board Officer **Title**

Printed Name_____ **Date**_____

Include this coversheet with your Final Report.

REPORT FORMAT

I. NARRATIVE (Attachment)

A. Results/Outcomes

1. Please describe all services provided under the terms of the grant agreement, including the progress made toward the stated goals and objectives related to this specific grant. (Please include those stated goals and objectives in your response.)

2. Provide a description of the final capital assets constructed or purchased with the grant funds.

3. What difference did this grant make in your Agricultural or neighborhood and for the population you are serving? Please discuss evidence of effect (e.g., numbers served, demographic information, client satisfaction survey results, pre- and post-test results, Agricultural indicators, outcomes, etc.). *Note: If you have evaluation materials that document outcomes and impacts of your work, feel free to attach in lieu of answering this or other questions*.

4. Were there any unanticipated results, either positive or negative, that you have not already described in A1 above? If yes, please describe the implications.

5. Describe collaborations, if any, related to the work funded by this grant and how it impacted your efforts.

B. Lessons Learned

1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, programmatic or organizational changes you will make based on your results/outcomes.

2. Did external or environmental factors affect the achievement of your program or organizational goals or the anticipated timeline? If yes, what did you do to address these issues?

Include this coversheet with your Final Report.

C. Future Plans

1. If you will be continuing this program, what are the plans for sustaining or expanding the program, including a future-funding plan? (For a general operating grant, please answer in terms of the organization.)

2. What plans do you have to communicate your outcomes and lessons learned with others?

3. If you have identified areas where increased collaboration between organizations or sectors would lead to increased positive outcomes for your constituents, briefly describe your ideas.

II. FINANCIALS

1. Please submit your organization's financial statements (Balance Sheet and Income & Expense Statement) for the year(s) in which the grant was used. Please explain any significant changes in your financial position.

2. If reporting on a *specific project/program*, please also provide income and expenditure information compared to the approved budget for that project or program. If there are any major variances, please explain.

Figures/Tables/Photos

Include this coversheet with your Final Report.

Exhibit C

Conflict of Interest
Equal Employment Opportunity
Labor Requirements

Exhibit C
Conflict, Equal Employment Opportunity, and Labor Requirements

A. AVOIDANCE OF CONFLICTS OF INTEREST BY GRANTEE.

(1) Grantee certifies that it is in compliance with all applicable State and/or federal conflict of interest laws.

(2) County intends to avoid any real or apparent conflict of interest on the part of the Grantee, or its employees, officers, and directors. Thus, County reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to County review and approval.

(3) A conflict of interest includes, but is not limited to:

(a) An instance where the Grantee or any employee, officer, or director of the Grantee has an interest, financial or otherwise, whereby the use or disclosure of Grant funds or information obtained while implementing the Project would allow for private or personal benefit, or for any purpose that is contrary to the goals and objectives of this Agreement or the Community Benefit Program.

(b) An instance where the Grantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

(4) If the County is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the County to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the County and cannot be resolved to the satisfaction of the County, the conflict will be grounds for terminating this Agreement. County may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

B. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(1) The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

(2) The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental

handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

(3) In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any applicable state or federal law related to nondiscrimination, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further Community Benefit Program Grant funding.

(4) The Grantee will include the provisions of this Section in every subcontract or purchase order unless otherwise exempted.

C. LABOR REQUIREMENTS.

(1) Where funds provided through this Agreement are used for construction work, or in support of construction work, Grantee shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

(2) For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done by a contractor holding a valid California contractor's license, and shall be awarded through a written contract. Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed contractor, the third party shall serve as the "awarding body." It shall be the Grantee's sole responsibility to assure adherence with prevailing wage and other requirements found within the California Labor Code. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the County may require a certification from the awarding body that prevailing wages have been or will be paid.

Exhibit D

Public Benefit Program
Progress Report Form

IMPERIAL COUNTY
PUBLIC BENEFIT PROGRAM

AWARDEE

HEBER PUBLIC UTILITY DISTRICT
1078 Dogwood Road, Heber, CA 92249

PRIMARY CONTACT

Madeline Dessert, mdessert@heber.ca.gov, 760-336-1572

Grant Funding:	$75,000
Term:	November 2026 - November 2027

Include this coversheet with every Reimbursement Request.

This Report is due for each active Grant Agreement at the time of Submittal for Reimbursement.

To facilitate the review of project reports, the information should be presented in the following order:

1. Cover sheet for quarterly progress report
2. Progress Schedule and Accomplishments (discuss progress made in completing the Project, including a description of the public purpose and Agricultural benefit)
3. Amount of Grant Funds drawn and expended to date
4. Activities Planned
5. Summary of Modifications made for the purpose of meeting stated goals and Project objectives. (if applicable)

Exhibit E

Public Benefit Program
Final Report Form

IMPERIAL COUNTY
PUBLIC BENEFIT PROGRAM

AWARDEE

HEBER PUBLIC UTILITY DISTRICT
1078 Dogwood Road, Heber, CA 92249

PRIMARY CONTACT

Madeline Dessert, mdessert@heber.ca.gov, 760-336-1572

Grant Funding:	$75,000
Term:	November 2026 - November 2027

Include this coversheet with your Final Report.

This form must be signed and returned with the Final Report Narrative. Please complete and return this report prior to receiving final reimbursement.

Name of organization reporting:_____
(Should be the same as on IRS Form 990)

Dates covered by this grant: from _____ to _____

Executive Director: _____

Phone: _____ **E-mail:** _____ **Fax:** _____

Contact person: _____
(If different from Executive Director)

Phone: _____ **E-mail:** _____ **Fax:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Project/Program Name:_____

Amount of Grant: Grant I.D. No.: _____

Have there been any changes to your organization's IRS 501(c)(3) nonprofit status since you were awarded this grant? If yes, please explain: _____

_____

_____

I hereby certify that the above and attached statements are true and accurate.

_____

Signature of Authorized Board Officer **Title**

Printed Name_____ **Date**_____

Include this coversheet with your Final Report.

REPORT FORMAT

I. NARRATIVE (Attachment)

A. Results/Outcomes

1. Please describe all services provided under the terms of the grant agreement, including the progress made toward the stated goals and objectives related to this specific grant. (Please include those stated goals and objectives in your response.)

2. Provide a description of the final capital assets constructed or purchased with the grant funds.

3. What difference did this grant make in your Agricultural or neighborhood and for the population you are serving? Please discuss evidence of effect (e.g., numbers served, demographic information, client satisfaction survey results, pre- and post-test results, Agricultural indicators, outcomes, etc.). *Note: If you have evaluation materials that document outcomes and impacts of your work, feel free to attach in lieu of answering this or other questions*.

4. Were there any unanticipated results, either positive or negative, that you have not already described in A1 above? If yes, please describe the implications.

5. Describe collaborations, if any, related to the work funded by this grant and how it impacted your efforts.

B. Lessons Learned

1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, programmatic or organizational changes you will make based on your results/outcomes.

Include this coversheet with your Final Report.

2. Did external or environmental factors affect the achievement of your program or organizational goals or the anticipated timeline? If yes, what did you do to address these issues?

C. Future Plans

1. If you will be continuing this program, what are the plans for sustaining or expanding the program, including a future-funding plan? (For a general operating grant, please answer in terms of the organization.)

2. What plans do you have to communicate your outcomes and lessons learned with others?

3. If you have identified areas where increased collaboration between organizations or sectors would lead to increased positive outcomes for your constituents, briefly describe your ideas.

II. FINANCIALS

1. Please submit your organization's financial statements (Balance Sheet and Income & Expense Statement) for the year(s) in which the grant was used. Please explain any significant changes in your financial position.

2. If reporting on a *specific project/program*, please also provide income and expenditure information compared to the approved budget for that project or program. If there are any major variances, please explain.

Figures/Tables/Photos

Include this coversheet with your Final Report.