

PUBLIC GREEN SPACE GRANTS 2025 FUNDING AGREEMENT



This Agreement is entered into between the Imperial Irrigation District (IID), and Customer, sometimes individually referred to as a “Party” and collectively as the “Parties.”

1. PROJECT DESCRIPTION

This Agreement pertains to the Tree for All, Public Green Space Grants Program Project(s) [“Project(s)”]. IID shall pay Customer monetary incentives in accordance with the terms and conditions of this Agreement.

1.1. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by this reference and are hereby made part of this Agreement:

- i) Customer’s Public Green Space Grants Application
- ii) The Public Green Space Grants Guidelines
- iii) Customer’s Proposal, including Scope of Work
- iv) Customer’s greenhouse gas (GHG) reduction calculator associated with the submitted proposal
- v) Customer’s executed Funding Agreement

2. ELIGIBILITY

2.1 Public Green Space Grants funding is limited and is available on a first-come, first-served basis. Funds will be reserved only upon IID approval.

2.2 Projects must meet the following requirements to be eligible for incentives:

- i) Project must be nonresidential, government, special district or nonprofit located within IID’s service territory;
- ii) Projects must meet and / or exceed minimum requirements established in the guidelines and will be evaluated based on these criteria.

3. SUBMITTAL REQUIREMENTS FOR PAYMENT

As a condition of payment, Customer shall submit to IID the documents described below. Required documents include but are not limited to:

- 3.1 Final summary report of the project outcomes and accomplishments
- 3.2 Quantities of trees planted
- 3.3 Various site photos of accomplished works
- 3.4 Summarized expenses, invoices and/or documents supporting the project costs
- 3.5 Form W-9 Request for Taxpayer Identification Number and Certification
- 3.6 Access for site inspections if deemed necessary

4. INSPECTIONS

As a condition of payment, Customer is responsible for ensuring that IID has reasonable access to all proposed project sites for all inspections, pre and post installations.

5. NO REPRESENTATION OF FITNESS:

IID’S OR ITS CONSULTANTS’ REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE PROJECT AND/OR ASSOCIATED ENERGY EFFICIENCY OR CARBON REDUCTION MEASURES SHALL NOT CONSTITUTE ANY REPRESENTATION BY IID AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF THE PROJECT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF CUSTOMER’S PROJECT.

6. PAYMENTS

Grant payments will be paid to Customer and / or designated third party payee only after all Public Green Space Grants requirements (as set forth in the Rebate Application Form and Guidelines) are met by Customer to IID's reasonable satisfaction. Grant payments shall only be paid on projects that meet standards applicable when this Agreement is signed. IID reserves the right to modify or cancel the funding amount if the project differs from awarded proposal.

- 6.1 GRANT PAYMENTS – 50% funding upon award and 50% funding at project completion.
- 6.2 IID will make the final 50% funding at project completion to Customer only after the appropriate final documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed.
- 6.3 All planting projects must be completed by December 05, 2025 with final reporting to be submitted by December 12, 2025, as indicated in the Public Green Space Grants Application and Guidelines to be eligible for final grant payments.

7. PENALTIES FOR FAILURE TO PROVIDE REQUIRED CLOSEOUT DOCUMENTS

The initial 50% funding paid by IID to Customer shall be repaid by Customer to IID if the utility does not receive all closeout documents as required. Customer shall repay any funding made by IID within 30 calendar days of notification by IID that repayment is required. IID is entitled to offset against payments owed to Customer any amount due to IID that remains unpaid 40 calendar days after IID'S written demand for payment.

8. TERMS AND TERMINATION LOSS OF FUNDING

The Term of this Agreement shall commence upon the execution. The following are examples of actions that may result in a Grantee's loss of funding. This is not a comprehensive list.

- 8.1 Grantee fails to execute a grant funding agreement.
- 8.2 Grantee changes the project scope of work without prior notice to and approval by the IID.
- 8.3 Grantee fails to complete project.
- 8.4 Grantee fails to timely submit all documentation within the period specified in the grant agreement.
- 8.5 Grantee fails to provide project updates as requested.
- 8.6 Grantee fails to submit final project closed out summary and documents as specified.

Adequate support and maintenance to the project sites shall occur for a period of three years after the date on which the last tree is planted at the proposed location, unless the Parties terminate this Agreement at an earlier date by mutual written agreement.

9. ASSIGNMENT

Neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Customer is obligated to provide IID with information relating to the proposed assignment as requested by IID.

10. PERMITS AND LICENSES

Customer shall obtain and maintain and cause its contractors to obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies necessary to perform this Agreement. Any failure by Customer or its contractors to maintain necessary licenses and permits constitutes a material breach of Customer's obligations under this Agreement.

11. ADVERTISING, MARKETING AND USE OF IID'S NAME

Customer will allow IID to use and disseminate the program's results in its advertising and marketing of IID's Tree for All, Public Green Space Grants Program. Furthermore, allow for use of the organization's name and / or logo in marketing materials and press releases, social media and to develop a brief customer profile for use by IID on it's website for promotional purposes. The customer further acknowledges that it is not an employee, agent or representative of IID and Customer agrees that it shall make no representations or warranties of any kind to its customers, the public or to any person or entity on behalf of IID.

12. INDEMNIFICATION

Customer shall indemnify, defend and hold harmless, and releases IID, its affiliates, subsidiaries, parent companies (including Imperial Irrigation District), officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons; (2) injury to or destruction of property; (3) violation of local, state, and/or federal law, common law, statute, or regulation, including but not limited to environmental laws or regulations; or (4) strict liability imposed by any provision of law; so long as such injury, violation, or strict liability (as set forth in (1) - (4) above) arises from or is in any way attributable to Customer's performance of, or failure to perform, this Agreement, however caused, regardless of any fault of IID whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by IID, its officers, managers or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way attributable to the release or spill of any legally designated hazardous material or waste arising from the performance of this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

13. LIMITATION OF LIABILITY

IID shall not be liable for any special, incidental, indirect, or consequential damages to Customer or to any third party or entity based on its performance or failure to perform this Agreement, or any aspect of performance contained herein.

14. INTEGRATION

This Agreement, together with the documents incorporated by reference pursuant to Paragraph 1.1, above, constitutes the entire Agreement and understanding between the Parties as to the subject matter, terms and conditions of the Agreement. It supersedes all prior or contemporaneous Agreements, commitments, representations, writings, and discussions between Customer and IID, whether oral or written, and has been induced by no representations, statements or Agreements other than those expressed herein. Neither Customer nor IID shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to this Agreement.

15. NO ORAL MODIFICATION OF AGREEMENT

No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by an IID representative authorized to execute such an agreement.

16. WRITTEN NOTICE

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below:

IMPERIAL IRRIGATION DISTRICT
Public Benefits Program Specialist
P. O. Box 937
Imperial, CA 92251
Office Number: 760-482-3306
treeforallgrants@iid.com

Notices shall be deemed received (1) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (2) if mailed, three Business Days after the date the notice is postmarked; (3) if by email, followed by telephone notification of transmission by the noticing Party; or (4) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

17. CONFLICTS BETWEEN TERMS

Should a conflict exist between the main body of this Agreement and the documents incorporated by reference, the main body of this Agreement shall control. Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the Documents Incorporated by Reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

18. GOVERNING LAW

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and/or Federal Court located in the County of Imperial or San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, California, respectively, shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

19. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized officers of the Parties and shall be effective as of the date of execution.

CUSTOMER

Organization Name: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

