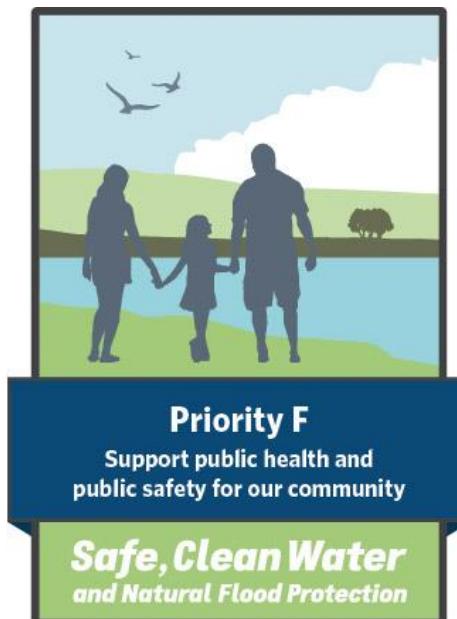


SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

GRANTS & PARTNERSHIPS

MINI-GRANT GUIDELINES



**Safe, Clean Water and Natural Flood Protection Program
Funded by a Special Parcel Tax**

YOUR TAX DOLLARS AT WORK



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LIST OF ATTACHMENTS

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BACKGROUND

Valley Water (Santa Clara Valley Water District) is charged with providing Silicon Valley safe, clean water for a healthy life, environment, and economy. Led by a seven-member elected board of directors, Valley Water is a public agency committed to providing a reliable supply of safe, clean drinking water, flood risk reduction, and environmental stewardship to the residents and businesses of Santa Clara County.

In November 2020, voters in Santa Clara County overwhelmingly approved Measure S, the renewal of Valley Water's Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program). It continues to provide approximately \$47 million annually for local projects that deliver safe, clean water, natural flood protection, and environmental stewardship to all the communities in Santa Clara County.

In the renewed Safe, Clean Water Program, funding for community grants and partnerships was consolidated under Project F9: Grants and Partnerships for Safe, Clean Water, Flood Protection and Environmental Stewardship (Project F9). Project F9 includes four key performance indicators identifying annual funding for standard grants, water bottle filling stations, mini-grants, and partnerships.

In response to the renewed Safe, Clean Water Program, and the 2021 Grants Management Performance Audit Report, Valley Water initiated the Grants Redesign Project to streamline and improve the administration of the Safe, Clean Water Grants and Partnerships Program (Grants Program).

The new updates that apply to the Mini-Grant Program include:

- Increasing the award amount from up to \$5,000 to up to \$10,000 per project.
- Eliminating the 25% match funding requirement.
- Streamlining the application.
- Allowing insurance costs associated with a project to be eligible costs for mini-grant funding.

PURPOSE, ELIGIBILITY, FUNDING

Purpose

Valley Water's mission is to provide Silicon Valley with safe, clean water for a healthy life, environment, and economy. The Grants Program provides grant funding for projects related to safe, clean drinking water, flood protection, and environmental stewardship. The Mini-Grant Program is committed to providing seed funding for projects that promote long-term community engagement in activities related to the following:

- a. **Safe, clean drinking water and water conservation** - Examples include water conservation technology, enhancements or education, and pollution prevention.
- b. **Flood protection** - Examples include cleanup of creek blockages and flood preparedness outreach.
- c. **Environmental stewardship** - Examples include creek cleanups, pollution prevention, supporting native plants and species, and educational programs.

Eligible Applicants

Valley Water accepts Mini-Grant Program applications from the following organization types and groups that work or provide services within Santa Clara County:

- Public agencies, such as cities, towns, and county agencies.
- Nonprofit organizations with a 501(c)(3) tax-exempt status.
- Nonprofits without a 501(c)(3) but can demonstrate that they are an affiliate of a nonprofit organization that possesses a 501(c)(3) tax-exempt status.
- Schools, community colleges, and public and private colleges/universities.
- Open space, resource conservation, and special districts.
- For-profit organizations.
- Organized community group with an established (must identify an individual responsible for signing the agreement, insurance, etc.).
- Individuals (must be able to meet insurance requirements).

Priority is given to organizations that are submitting their first application for the fiscal year. Valley Water aims to encourage a diverse range of projects and ensure that multiple organizations have the opportunity to receive funding.

Ineligible Projects

The following projects will not be considered for funding:

- Projects located outside of Santa Clara County and/or that do not benefit residents of Santa Clara County.
- Projects with advocacy or political components, including political endorsements, petitions, fundraising, or any other activity directed toward the success or failure of a political party, candidate for political office, or political group.

- Projects that are inaccessible to the general public or that require payment or mandatory fees for participation.
- Projects with activities that have a fundraising component.
- Projects with deliverables that are not realistic, achievable, and demonstratable.
- Feasibility studies.
- Master planning.
- Mitigation projects.
- Projects designed to meet regulatory or permit obligations (unless grant funding is for project activities above and beyond required activities).
- Operations and maintenance of existing projects, programs, or general and on-going day-to-day operations.

Funding Availability

There is a total of \$100,000 available for mini-grants each fiscal year (July 1 to June 30). Applications are open on a rolling basis or until all available funds are disbursed. *Priority is given to organizations that are submitting their first application for the fiscal year.*

APPLICATION PROCESS AND TIMELINE

Fluxx Grants Management System

All grant applications and supporting documentation must be submitted online through the Fluxx web portal at valleywater.fluxx.io.

Fluxx is Valley Water's grant management system that houses the different grant applications, including the mini-grant application. The grantee portal is where applicants can access their application, submit required documentation, and view the status of their grant project.

Required Documents for the Mini-Grant Application:

- **Signed IRS W-9 Tax form:** This form provides us with your organization's tax identification number and verifies your organization's status.
- **Site Permission from Property Owner:** This document demonstrates that your organization has the authorization to implement the proposed project on the proposed site. Some common examples of site permissions include lease agreements, property owner consent letters, or permits from relevant authorities or agencies. We may require additional verification to show that the person signing the letter has the authority to grant permission for the project.
- **Delegation of Authority:** This document confirms that the individual signing the grant agreement and invoices on behalf of your organization has the authority to do so. This can look like a board resolution, meeting minutes, or organizational policy. These documents help ensure that there is a clear paper trail of authority to apply for and carry out a grant. See [Attachment One: Delegation of Authority Guide](#)

Mini-Grant Program Timeline

1. **Submit application:** Applications are accepted year-round on a rolling basis online at valleywater.fluxx.io.
2. **Award notification:** Applicants will be notified of funding status between 6-8 weeks of submitting their application. The timeline for grant award may vary depending on how quickly the applicant submits any requested documents or follow-up.
3. **Execute agreement:** If awarded, Grants Program staff will work with the grantee to finalize and execute an agreement (4-6 weeks). See [Attachment Two: Mini-Grant Agreement Template](#)
4. **Invoicing:** The grantee submits a signed invoice for the initial 50% of the grant award once the Agreement has been executed. The final payment request is submitted and signed after the Project is completed, along with the final project fact sheet and documentation of the completed deliverables.
5. **Closeout:** Once the project is complete and the final report is approved, the remaining 50% of the grant amount will be distributed.

Please note: Projects must be completed within two years of the executed agreement date. No time extensions will be authorized.

GRANT ADMINISTRATION AND POST-AWARD REQUIREMENTS

Payment Process and Project Completion

After the mini-grant agreement is executed, the grantee will receive 50% of the funds upfront. The remaining 50% will be disbursed once the project is complete and all final documentation has been submitted to Valley Water for review and approval.

To request payment, the grantee must submit a signed payment request form through Fluxx. For the final payment, the grantee must provide a final fact sheet, which is a template provided by Valley Water, along with the signed payment request form and documentation of the completed deliverables for the remaining grant amount.

Grantees should reach out to Valley Water once they have completed their project and are ready to submit the final project documentation (final project fact sheet, final payment request form and documentation of completed deliverables). Grants Program staff will review these documents and provide feedback if necessary. Once approved, the remaining 50% of the grant award will be paid to the grantee.

Site Visits and Public Events

Grantees must notify Grants Program staff at least two weeks before any public event associated with the project, such as a groundbreaking or ribbon-cutting ceremony. Staff will coordinate with the Board of Directors for their participation upon request. Board members should also have the opportunity to speak if other elected officials have speaking roles. If a Board member cannot attend, Grants Program staff will participate if available.

Changes to Project Scope and Schedule

Valley Water does not approve changes to the project scope or schedule after the mini-grant agreement is executed. The term of an executed mini-grant agreement may not be extended beyond the two-year limit.

Project Withdrawals

Grantees may cancel their mini-grant project by terminating their agreement in writing. An email or signed letter from the organization's authorized signatory must be sent to Grants Program staff at least 30 days prior to the requested termination date. If the grantee fails to complete the terms of the agreement, Valley Water reserves the right to request a refund of any grant funds paid to the grantee.

Project Outreach

Please include Valley Water's Safe, Clean Water Grants and Partnerships Program logo on any signage or collateral materials (flyers, social media posts, invitations, videos, etc.) created for your project. Please reach out to Valley Water grants staff for logo decals and obtain their review of the logo usage prior to distribution.

Grantees with projects that include a community outreach and/or an educational component must demonstrate their best effort to submit pre- and post-surveys accounting for knowledge gained by program participants and demographic information including age, ethnicity, education level, and household income.

ENVIRONMENTAL COMPLIANCE, PERMITTING, AND INSURANCE REQUIREMENTS

Environmental Compliance

As a public agency, Valley Water must comply with the California Environmental Quality Act (CEQA), which requires Valley Water to analyze a project's potential environmental impact. Applicants do not need to complete a CEQA review before submitting their application; however, the review must be completed before starting any project work.

Grants Program staff will coordinate the CEQA review with Valley Water's Environmental Planning Unit. The review process may entail additional inquiries or requests for the applicant/grantee.

Please note: Only a CEQA planner can determine the CEQA review requirements and not Grants Program staff or an applicant/grantee.

Permitting

Projects must comply with all applicable local, state, and federal environmental laws and regulations. Applicants are responsible for coordinating and obtaining all permits necessary to carry out their project work. For projects conducted on physical sites, applicants must secure permission letters from the authorized property owner(s). All permits and related documents must be submitted to Valley Water before any work related to the grant project begins.

Insurance Requirements

Valley Water requires that each project meet the insurance requirements throughout the entire term of the agreement. All insurance endorsements must receive approval before finalizing the agreement. This ensures that the necessary coverage is in place and provides the necessary protection for both parties involved.

Please see [Attachment Two: Mini-Grant Agreement Template](#) for more information on insurance requirements.

Final insurance requirements, including modifications or waivers, will be reviewed and issued by Valley Water's Risk Manager on a case-by-case basis for each project.

RESOURCES

Valley Water hosts virtual informational workshops to provide an overview of the Mini-Grant Program, funding and application process. Participation is recommended but not mandatory. To view upcoming and previously recorded virtual workshop recordings, as well as FAQ, sample documents, and more, please visit valleywater.org/grant-resources.

For any questions, please contact Grants Program staff at grants@valleywater.org or (408) 630-2080. Applicants are also welcome to schedule a meeting with staff through our website.

DEFINITIONS OF COMMONLY USED TERMS

Agreement: A contract between Valley Water and the Applicant specifying the payment of funds by Valley Water's Clean, Safe Creeks and Natural Flood Protection Special Tax for the performance of the Project Scope within the Project Period by the Grantee.

Authorized Signatory: The individual is who can sign agreements and invoices on behalf of the organization. The organization must provide written documentation from its governing body to verify this authorization. For more details, please refer to the guide on retrieving delegation of authority in Attachment Two.

CEQA: The California Environmental Quality Act, Public Resources Code, Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. Seq.

Grantee: An agency or organization receiving funding from this Program.

Indirect Costs: Expenses that are not attributable to a project itself but are an overhead or support cost including non-project-related personnel and administrative expenses.

Mitigation: Action taken to fulfill CEQA/NEPA, permit requirements and court mandated mitigation to avoid, minimize, rectify, or reduce adverse environmental impacts, or compensate for the impact(s) by replacing or providing substitute resources or environments.

Preservation: Action taken by Valley Water to protect an ecosystem or habitat area by removing a threat to that ecosystem or habitat, including regulatory actions and the purchase of land and easements.

Primary Contact: The individual responsible for communication between the applicant organization and Valley Water. This person manages all correspondence, provides updates on the projects, and ensures that any questions or requirements from Valley Water are addressed promptly.

Project: The planned activity, or development to be accomplished with Valley Water grant funds. Projects are unique, time-bound initiatives with specific deliverables and definite start and end points. If the activity is part of a larger effort, clear delineation must be shown for the scope, schedule, and budget of what Valley Water is funding.

Project Period: The term of the Project Agreement and the timeframe for Project completion.

Project Scope: The description of activities and deliverables to be accomplished to fulfill the Project Agreement.

Safe, Clean Water: Safe, Clean Water and Natural Flood Protection Program

Stewardship: Stewardship means to entrust the careful and responsible management of the environment and natural resources to one's care for the benefit of the greater community.

Valley Water: Santa Clara Valley Water District

ATTACHMENT ONE **Delegation of Authority Guide**

GUIDE TO RETRIEVING THE DELEGATION OF AUTHORITY DOCUMENTATION

This guide is designed to provide you with information on what a delegation of authority document is and how to obtain it. For more information on our grant funding opportunities, please visit our website at <https://valleywater.org/grants>.

What is the delegation of authority documentation?

When applying for a grant with Valley Water, it is essential for organizations to provide verification of the Primary Signatory's authority to apply and execute the grant project, otherwise known as the delegation of authority documentation.

The delegation of authority documentation designates a specific individual within your organization as the authorized representative responsible for applying for and carrying out a grant from Valley Water. This document serves as official confirmation that the designated person has the authority to act on behalf of your organization to apply for and accept grant funds; execute an agreement; implement the project; and submit all documents and reports, including but not limited to, applications, agreements, payment requests, which may be necessary for the performance and completion of the project.

How can I fulfill the delegation of authority documentation requirement?

1. Identify the Primary Signatory:
The Primary Signatory is an individual within your organization who has the legal authority to represent and make decisions on behalf of your organization. This includes but is not limited to, the following responsibilities: signing legal agreements, invoices, and other matters pertaining to your proposed grant project.
2. Determine the appropriate documentation needed to verify the Primary Signatory:
Figure out what type of delegation of authority document best suits your organization's structure and what might already be available. This can include a resolution from your organization's governing body (such as a Board of Directors or city council), an organizational policy, minutes from a meeting held by the governing body, or any other documentation that clearly outlines the delegation of authority to the person listed on the application.
3. Obtain necessary approvals and submit the documentation:
If required by your organization, ensure that the delegation of authority documentation is reviewed and approved by the appropriate individuals or governing board, such as the board of directors or your senior management. Once complete, submit the documentation as part of your application via our online grants management system (Fluxx).

By providing Valley Water with the delegation of authority documentation, you will help streamline the application process and demonstrate that the Primary Signatory has the official

confirmation to act on behalf of your organization.

Additional resources, such as examples of accepted delegation of authority letters or a pre-made template letter, can be made available to you if needed.

If you have any further questions or need assistance, feel free to reach out to our grants staff at grants@valleywater.org.

ATTACHMENT TWO

Mini-Grant Agreement Template



SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM PROJECT F9 MINI-GRANT AGREEMENT

Terms and Conditions Template (08-15-24)

This FY Select fiscal year Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) Project F9 Mini-Grant Agreement (Agreement), effective on the date stated in Attachment One, Grant and Project Information, (Effective Date), is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Grantee Org Name (Grantee). Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties. This Agreement provides for funding to support Grantee's Project Name Project (Project).

A. GENERAL PROVISIONS

1. Purpose of Grant

The grant (Grant) will provide funding to support Grantee's Project, as described in Attachment One, Grant and Project Information. Grantee shall employ its best efforts to complete the Grant Project, including, but not limited to, furnishing all necessary labor, materials, tools, equipment, training, medical clearances, supervision, and insurance. Grantee represents and warrants that it has all licenses, permits, qualifications and approvals that are legally required to complete the Grant Project.

2. Grantee Trade Secrets

Valley Water does not take the position that it has an interest in the Grantee's trade secret data pursuant to this Agreement. Any information that identifies individual Grantee clients including but not limited to client name, client contact information, client photographic images and client preferences is trade secret data owned by the Grantee and constitutes Grantee's trade secret.

3. Grant Amount

- a. The total grant amount provided pursuant to this Agreement shall not exceed the amount stated in Attachment One, Grant and Project Information (Grant Amount).
- b. The initial invoice for 50 percent of the Grant Amount may be submitted only after:
 - (1) This Agreement is fully executed;
 - (2) Insurance certificates and endorsements required by this Agreement have been submitted and approved;
 - (3) Completed and signed Federal Taxpayer ID form has been submitted; and
 - (4) Any other pre-invoice requirements specified in Attachment One, Grant and Project Information, have been completed.

- c. The final invoice for the remaining 50 percent of funds (i.e., invoices after the initial invoice) shall be submitted as described in Attachment One, Grant and Project Information.

4. Use of Grant Amount

In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Grant Project, including purchasing the materials, equipment or other goods and/or services required to complete the Grant Project.

5. Term and Termination

The term of this Agreement commences on the Effective Date stated in Attachment One, Grant and Project Information, and expires exactly two (2) years from the Effective Date.

- a. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.
- b. Valley Water may terminate this Agreement at any time, without prior notice, in the event Grantee commits a material breach of this Agreement. Further, in the event Grantee fails to complete the Grant Project within the term of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant Amount received.
- c. Notwithstanding the foregoing, paragraph A.8. Indemnification and paragraph A.17. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

6. Grant Administration

Each Party's Primary Representative(s) for the administration of this Agreement is as stated in Attachment One, Grant and Project Information.

7. Inspection of Records

- a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement. Grantee's trade secret data as defined in paragraph A.2. Grantee Trade Secrets shall be inspected according to subparagraph A.7.b. below and under any existing state or federal laws.

- b. Valley Water officials inspecting records shall sign a non-disclosure agreement for access to and inspection, but not reproduction, for purposes of compliance with this Agreement.
- c. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

8. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify Valley Water, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not such Liabilities are caused in part by a party indemnified hereunder or such Liabilities are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water.
- b. The foregoing does not limit any strict liability imposed on the Grantee by law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.8. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

9. Insurance

During the entire term of this Agreement, Grantee, its contractors, subcontractors, and vendors providing services to Grantee in connection with the Grant Project, shall procure and maintain insurance as described in Attachment Two, Insurance Requirements.

10. Copyrights

Copyrightable material produced in the performance of this Agreement is owned by the Grantee, but notwithstanding the foregoing, Grantee hereby grants Valley Water a royalty-free, no-cost nonexclusive, irrevocable, nontransferable worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material produced or composed in the performance of this Agreement except Grantee's trade secret data as defined in paragraph A.2. Grantee Trade Secrets above.

11. Compliance With Laws

Grantee shall at all times in the performance of its obligations under this Agreement comply with, all applicable federal, state and local laws as each currently exists and as may hereafter be amended.

12. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

13. Equal Opportunity

- a. Valley Water is an equal opportunity employer and requires its Grantee to have and adhere to a policy of equal opportunity and nondiscrimination. In the performance of the Agreement, Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
- b. Grantee's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.
- c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation

results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

14. Real Property Access Rights

- a. Grantee must have access rights to perform onsite Tasks, if any, as described in Attachment One, Grant Project Scope, Schedule, and Budget, on real property it does not own. Written permission must be secured prior to Grantee's performance of onsite Tasks. Documentation of such permission must be made available to Valley Water upon its request.
- b. Acceptable types of Grantee's real property access rights include:
 - (1) Fee title;
 - (2) Leasehold or other rental agreement arrangement;
 - (3) Easement (temporary or permanent);
 - (4) Permit for site access such as a permit to enter (including, if applicable, a Valley Water encroachment permit to access Valley Water real property or easement area(s)); or
 - (5) Other type of written permission (such as by hard or soft copy communication), documenting Grantee's real property access rights necessary for Grantee's performance of this Agreement.

15. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement; pursuant to provisions of the enabling legislation and/or the Safe, Clean Water and Natural Flood Protection Program; or any joint use agreement with Valley Water.

16. No Third-Party Beneficiaries

This Agreement is entered only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.

17. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

18. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation under this Agreement. Any attempted or purported assignment of any right or obligation under this Agreement shall be void and of no effect.

19. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

20. Entire Agreement

This Agreement, which includes Attachment One, Grant and Project Information, and Attachment Two, Insurance Requirements, both of which are hereby incorporated herein by this reference as though set forth in full, shall represent the entire understanding between the Parties relating to the Grant Project and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the Party against whom enforcement is sought.

21. Authority to Execute this Agreement

Each person executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.

22. Revisions to Attachment One

Revisions to Attachment One, Grant and Project Information, are subject to review and prior approval by Valley Water.

23. Agreement Execution

Unless otherwise prohibited by law or policy of either Party, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by Valley Water.

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter, or social media that the Grantee issues or submits materials to for publication.
2. If permissible, Grantee shall post signs acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be a physical implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.
3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

GRANTEE ORG AUTO-FILLS

Date: _____ By: _____
[Authorized Signatory]
[Title]

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Rachael Gibson
Chief of External Affairs
External Affairs

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ATTACHMENT ONE

Grant and Project Information

SECTION 1. GRANT INFORMATION

A. GRANTEE:

Enter Grantee Org Name; will autofill throughout

B. PROJECT NAME:

Enter Project Name; will autofill throughout

C. AGREEMENT EFFECTIVE DATE:

Select effective date type

D. ENTITY TYPE:

Select entity type

E. GRANT AMOUNT:

Enter amount

Primary Representatives:

Valley Water:

Amy Fonseca

Supervising Program Administrator

5750 Almaden Expressway

San Jose, CA 95118

Phone: (408) 630-3005

Primary email: afonseca@valleywater.org

Secondary email: grants@valleywater.org

Grantee:

Primary Representative or Authorized Signatory First and Last Name

Title

Address

City, State, Zip Code

Phone: (XXX) XXX-XXXX

Email: Email address

Insurance Requirements

Please Note: Failure to comply with the instructions below could result in a delay in executing the Agreement. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the checklist of documents needed at the end of this Attachment Two Insurance Requirements.

Without limiting the Grantee's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water"), the Grantee must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Grantee must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Grantee's insurance agent(s) and/or broker(s), who have been instructed by Grantee to procure the insurance coverage required herein.

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment Two Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water before the Agreement is effective.** In the event of a claim or dispute, Valley Water has the right to require Grantee's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment Two Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to email the Valley Water Risk Manager at: RiskManager@valleywater.org.

A. CERTIFICATES OF INSURANCE

Grantee shall furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Grantee shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Project Administrator and email a copy to RiskManager@valleywater.org and grants@valleywater.org.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
Attention: Amy Fonseca**

**5750 Almaden Expressway
San Jose, CA 95118
Agreement No. XXXXX**

IMPORTANT: The agreement number must be included.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. Valley Water agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Grantee receives any notice that any of the insurance policies required by this Attachment Two Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Grantee or insurer shall immediately provide written notice to the designated Valley Water Program Administrator that such insurance policy required by this Attachment Two Insurance Requirements is canceled or coverage is reduced.

B. MAINTENANCE OF INSURANCE

If Grantee fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Grantee to suspend all Grantee's work at Grantee's expense until a new policy of insurance is in effect.

C. RENEWAL OF INSURANCE

Grantee will provide Valley Water with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Grantee shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: **RiskManager@valleywater.org** and **grants@valleywater.org**.
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
Attention: Amy Fonseca
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. XXXXX**

IMPORTANT: The agreement number must be included.

Grantee must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

D. REQUIRED COVERAGES

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$1,000,000 per occurrence/**\$1,000,000** aggregate limits for bodily injury and property damage.

\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water).

General Liability insurance must:

- a. Be written on standard ISO forms and approved by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this contract.
- e. If Grantee will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Grantee's Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X, C, and U).
- i. Include Broad Form Property Damage liability.
- j. Contain no restrictive exclusions (such as but not limited to CG 2153, CG 2144 or CG 2294).

Valley Water reserves the right to require certain restrictive exclusions be removed to ensure compliance with the above.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits; however, all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

Employer Liability coverage for not less than **\$1,000,000** per occurrence.

E. GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Grantee must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc., arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Grantee will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Grantee's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Grantee will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Grantee agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subcontractors:** The Grantee shall secure and maintain or shall be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of Valley Water must not be deemed to release or limit any

liability of Grantee. Damages recoverable by Valley Water for any liability of Grantee must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees to waive subrogation against Valley Water to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.

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CHECKLIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
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Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
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Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
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Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

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