



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

Terms and Conditions Template (11-05-24)

This FY Select fiscal year Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) Project F9 Standard Grant Agreement (Agreement), effective on the date stated in Appendix A, Grant and Project Information, is entered into by and between the Santa Clara Valley Water District, a California special district (Valley Water) and Legal Name of Grantee (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).

RECITALS

- A. Valley Water's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water Program. In November 2020, the voters of Santa Clara County passed Measure S renewing the special tax until ended by voters.
- C. The Safe, Clean Water Program special tax provides funding for activities focused on the priorities stated in Appendix A, Grant and Project Information.
- D. The Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Safe, Clean Water Grant Program funding and acceptance of the grant, if awarded (see Appendix E, Resolution).
- E. Grantee submitted an application to Valley Water's Grant Program for its Project to carry out the scope as stated in Appendix B, Project Scope.
- F. On the Award Date stated in Appendix A, Grant and Project Information, Valley Water's Board of Directors authorized Valley Water's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not-to-exceed the Grant Amount stated in Appendix A, Grant and Project Information.
- G. Consistent with its application submitted, Grantee has secured funding from Valley Water in the amount specified above and any additional funds necessary to complete the Project will be provided by the Grantee.

The Parties agree to the following terms and conditions:

SECTION 1. GENERAL PROVISIONS

- A. Definitions
 1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
 2. Agreement: this contract between Valley Water and the Grantee specifying the payment of funds by Valley Water for the performance of the Project Scope within the Project Performance Period by the Grantee.

3. Application: the Safe, Clean Water Program Standard Grant application and accompanying attachments submitted to Valley Water.
4. Development: the creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
5. Grant Program: Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program).
6. Project: Grantee's Project as described in Appendix A, Grant and Project Information and Appendix B, Project Scope, approved for a grant award by Valley Water's Board of Directors.
7. Project Completion: Project completion per requirements stated in Section 1. General Provisions, G. Project Completion.
8. Project Grant Amount: the amount of Grant funds allocated by Valley Water's Board to Grantee for the Project.
9. Project Performance Period: the Project period commencing either upon full execution of this Agreement by both Parties or retroactively as stated in the first paragraph of this Agreement and expiring as stated in Section 1. General Provisions, H. Agreement Term.
10. Property: the real property described in Appendix A, Grant and Project Information, for acquisition or development with the Project.
11. Safe, Clean Water Program: Valley Water's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012 and renewed by the voters in November 2020.
12. Total Project Cost: the full cost of the Project, including funds from all funding sources, as identified in Appendix D, Project Budget.
13. Valley Water: Santa Clara Valley Water District.

B. Project Execution

1. Valley Water hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix B, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval by Valley Water. Such a request must be submitted in writing to the Valley Water Contact, per Section 4. Miscellaneous Provisions, B. Notices, of this Agreement. Valley Water's disbursement of Grant funds is dependent on Valley Water approval of changes Valley Water deems are significant.

3. Grantee will complete the Project in accordance with Appendix A, Grant and Project Information, Appendix B, Project Scope, Appendix C, Project Schedule, and Appendix D, Project Budget.
4. Project Scope, Project Schedule, and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and Valley Water in advance of such adjustment.
 - a. Notwithstanding the foregoing, Project Schedule adjustments that do not impact the completion of the Project Scope prior to the expiration date of this Agreement; an adjustment of the amount budgeted for a task that is not more than 10% of that budgeted amount; and does not result in an increase of total grant amount specified in Recital F. of this Agreement, may be approved by the Valley Water Program Administrator in writing but without a formal amendment to this Agreement.
 - b. If there is an increase in the amount budgeted for a task, there must be a correlating simultaneous decrease of the same amount to another task(s) to ensure the total Project Grant Amount specified in Recital F. is not exceeded.
5. Compliance with All Laws
 - a. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities, and Guidelines and Standards for Land Use Near Streams (which can be found at <https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-for-working-on-district-land-or-easement/guidelines-and-standards-for-land-use-near-streams>).
 - b. CEQA Compliance
 - (1) (STANDARD CEQA) If the Grantee is a public agency, the Grantee will be the lead agency for purposes of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to Valley Water prior to Valley Water disbursing any grant funds.
 - (2) (STANDARD CEQA) If the Grantee is a non-governmental entity and if no other public agency shall be the CEQA lead agency pursuant to section 15051 of the CEQA Guidelines, Valley Water will be the lead agency for purposes of CEQA. Valley Water may request that the Grantee provide environmental information about the Project to assist Valley Water's CEQA review. The disbursing of the grant funds is contingent upon Valley Water's completion of the CEQA review.
 - (3) The required CEQA documentation must include one of the following: a notice of exemption filed with the Santa Clara County

Office of the Clerk/Recorder (Clerk) in the case of an exempt project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk.

- (4) Grantee shall fulfill all the lead agency responsibilities, including consultation with Valley Water and any other applicable responsible agencies. The disbursing of grant funds is contingent on Valley Water completing CEQA review, if required, as a responsible agency.
 - c. For projects subject to CEQA review by Valley Water, Valley Water has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (1) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (2) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (3) determining not to proceed with one or more component of the Project.
6. Grantee must have access rights to perform onsite Tasks, if any, as described in Appendix B, Project Scope; Appendix C, Project Schedule; and Appendix D, Project 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.
 - a. 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.
7. Grantee must either be issued an encroachment permit by Valley Water or enter into a Joint Use Agreement for use of any Valley Water property, prior to execution of this Grant Agreement, or prior to reimbursement of grant funds for this Project, at Valley Water's discretion. However, nothing shall alter any preexisting right the Grantee may have.
8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the Project site per Valley Water's Geographical Information System data standards.

C. Project Administration/Reporting Requirements

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the Valley Water's Grant Status Report Form. Reports will be completed and submitted in conjunction with invoicing as appropriate. Status reports shall include an update per task as included in Appendix B, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 1. General Provisions, G. Project Completion.
3. All reports submitted to Valley Water must include the following certification page signed by an officer of Grantee's organization:

"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."

4. Quarterly and final reporting will end with submittal of Project Completion packet (see Section 1. General Provisions, G. Project Completion).

D. Termination of this Agreement

1. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing 30 days written notice to the other Party.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by Valley Water. Additionally, in the event of failure to complete Project, Grantee may be required to repay Valley Water for funds received, including interest earned at Valley Water's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to Valley Water.

E. Indemnification

1. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Valley Water and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any

work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this paragraph E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

F. Equal Opportunity

1. Valley Water is an equal opportunity employer and requires its Grantee to have and adhere to a policy of equal opportunity and non-discrimination. 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.
2. 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.
3. 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.

G. Project Completion

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Grant and Project Information, Grantee must submit the Project

Completion packet detailed in a. – f. below to the Valley Water Contact and it must include:

- a. Final Payment Request Form;
 - b. Sample Project Invoice Template;
 - c. Final Grant Status Report Form, including documentation of accomplishments;
 - d. Notice of Completion for public works construction projects;
 - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative; and
 - f. Presentation to the Valley Water Board of Directors on completed Project. Valley Water will provide Grantee with approximate Board presentation date prior to expiration of the Agreement Term. Alternatively, Valley Water may require a final report which includes a presentation file and a factsheet be posted on Grantee's website and which Valley Water may post on its own website.
2. Valley Water conducts final on-site Project inspection as it deems necessary, if appropriate.
 3. Valley Water processes Grantee's invoice for final payment.
- H. Agreement Term
1. Provided Valley Water has approved of Grantee's compliance with all Insurance Requirements as set forth in Appendix F, Insurance Requirements, the term of this Agreement commences on the Agreement Effective Date stated in Appendix A, Grant and Project Information.
 2. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds.
 3. This Agreement expires upon the earliest of: Project Completion in accordance with Section 1. General Provisions, G. Project Completion or Agreement Expiration Date stated in Appendix A, Grant and Project Information.
- I. Insurance Provisions
1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix F, Insurance Requirements.

SECTION 2. SPECIAL PROVISIONS

- A. 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.

- B. Grantee shall post signs acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water Program funds, should there be an implementation component. Grantee will include the 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.
- C. 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.
- D. After Project completion, Grantee, upon Valley Water request, will make a presentation at a Valley Water Board meeting or other venue within Santa Clara County.
- E. Public Access to Completed Project. Project 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 Program, or any joint use agreement with Valley Water.

SECTION 3. FINANCIAL PROVISIONS

- A. Accounting and Audit Requirements
 - 1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, timecards, etc. **AVOID AUDIT EXCEPTIONS – KEEP ACCURATE RECORDS.**
 - 2. 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 compliance with this Agreement. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.
 - 3. Grantee's detailed budget is included as Appendix D, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by Valley Water as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
 - 4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties

Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at:

<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Safe, Clean Water Grant Program funds.

5. Grantee is responsible for repayment to Valley Water of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to Valley Water after Valley Water has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.
6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by Grantee.

B. Eligible Costs

1. Total Project Grant Amount is not-to-exceed the amount stated in Recital F. and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process and D. Invoicing.
2. Only Project-related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts.
3. Personnel or Employee Services. Services of the Grantee's employees engaged in Project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include a loaded hourly rate, consisting of indirect overhead and fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Loaded Hourly Rate Calculation to Valley Water. Costs charged to the Project must be computed on actual time spent on a project and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Grantee's established policy, provided that the regular work time was devoted to the same Project.
4. Salaries and wages claimed for employees working on Grant-funded Project(s) must not exceed the Grantee's established rates for similar positions.
5. Project costs for non-construction tasks are limited to 20% of Valley Water contribution to Total Project Cost, for projects that include a construction task.
6. Consultant Services. The costs of consultant services necessary for the Project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
7. Construction Equipment. Equipment owned by Grantee may be charged to the Project for each use. Equipment-use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.

- a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.
 - b. The purchase of equipment with Grant funds is not permissible.
8. Construction Supplies and Materials. Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the Project may be claimed.
 9. Signs and Interpretive Aids. The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
 10. Construction. The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.
 11. Acquisition. Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
 12. Relocation Costs. Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code §7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
 13. Other Expenditures. In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
 - a. Postage; and
 - b. Transportation costs for moving equipment and/or personnel.

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C. Payment Request Process

1. This Grant Agreement is based on a reimbursement model with specific details as noted below:
 - a. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
 - b. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 1. General Provisions, G. Project Completion) and the Payment Request Form for the final payment.

PAYMENT REQUEST PROCESS		
Payment Type	When to Submit It	Supporting Documentation to Send to Program Administrator
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks	<ul style="list-style-type: none"> • Payment Request Form • Project Invoice Template • Grant Status Report Form • For direct expenses, copies of invoices with all attachments shall be submitted • For labor costs, copies of timesheets shall be submitted • For Benefits Costs, a Benefits Rate Calculation will be submitted • Documentation of accomplishments (i.e., draft and final plans, designs, etc.)
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion packet (see Section 1. General Provisions, G. Project Completion)

D. Invoicing

1. The Project Invoice shall accompany the Payment Request Form and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix B) and Project Schedule (Appendix C). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. Valley Water will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. Valley Water will review and approve undisputed invoices within ten working days from receipt and issue payment within thirty (30) calendar days from receipt. Valley Water will pay invoices within thirty (30) calendar days from date invoice is approved by Valley Water's Program Administrator.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to Valley Water.
4. Failure to submit an accurate financial invoice in a timely manner may result in payments being withheld, delayed, or denied, and will result in payment delays.

SECTION 4. MISCELLANEOUS PROVISIONS

A. Miscellaneous Provisions

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition, or covenant.

2. This Agreement contains the entire agreement between Valley Water and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
3. The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
4. This Agreement may be executed in counterparts, each of which, when executed and delivered, will be deemed to be an original; which taken together will be deemed to be the one and same instrument; and will be binding as executed.
5. Grantee's request(s) for minor modification(s) to the Grant and Project Information, Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by Valley Water Program Administrator responsible for the Safe, Clean Water Grant Program provided:
 - a. The Grant award by Valley Water's Board did not impose a restriction on such revisions; and
 - b. No additional Grant funds are requested. All such requests will be considered by Valley Water's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of Valley Water.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by Valley Water. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable Valley Water's executive management to evaluate Grantee's request. Valley Water's executive management will consider criteria such as the following:
 - a. The amount of Grant funds not yet disbursed to Grantee;
 - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
 - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
 - d. Whether such extension is in the best interest of Valley Water.
8. If approved by Valley Water, an amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 1. General Provisions, H. Agreement Term. If this Agreement is not

extended prior to its expiration, any unexpended Grant funds will be retained by Valley Water and unavailable to the Grantee for the Project.

9. All Appendices, A (Grant and Project Information), B (Project Scope), C (Project Schedule), D (Project Budget), E (Resolution), and F (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability. If any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. Survival. Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive completion, suspension, termination, and expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by Valley Water provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 1. General Provisions, H. Agreement Term.

B. Notices

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or mailed, postage prepaid and return receipt requested, addressed to the respective Representatives stated in Appendix A, Grant and Project Information:

C. 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.

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.

LEGAL NAME OF GRANTEE

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

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Chief Executive Officer

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APPENDIX A

Grant and Project Information

SECTION 1. GRANT INFORMATION

A. GRANTEE:

Enter Legal Name of Grantee; will autofill throughout

B. PROJECT NAME:

Enter Project Name; will autofill throughout

C. GRANT TYPE:

Make a selection.

D. GRANT PRIORITIES:

Make a selection.

E. AWARD DATE:

Select a date.

F. AGREEMENT EFFECTIVE DATE:

Make a selection.

G. AGREEMENT EXPIRATION DATE:

_____ years from Agreement Effective Date

H. ENTITY TYPE:

Make a selection.

I. GRANT AMOUNT:

\$0.00

J. REPRESENTATIVES:

Valley Water:

Rachael Gibson
Chief of External Affairs
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686
Email: rgibson@valleywater.org

APPENDIX A
Grant and Project Information (continued)

Valley Water Primary Representative:

Amy Fonseca
Program Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-3005
Primary email: afonseca@valleywater.org
Secondary email: grants@valleywater.org

Grantee:

First and Last Name
Title
Address
City, State, Zip Code
Phone: (XXX) XXX-XXXX
Email: Email Address

Grantee Primary Representative:

Primary Representative or Authorized Signatory First and Last Name
Title
City, State, Zip Code
Phone: (XXX) XXX-XXXX
Email: Email Address

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APPENDIX B
Project Scope

SAMPLE

APPENDIX C Project Schedule

Any changes in this Project Schedule will be reported in the Grant Status Report using the template included as Appendix H, and are subject to approval by Valley Water. Changes in the Project Schedule are acceptable provided they do not extend performance of Grant-funded tasks beyond the expiration date of this Agreement.

Estimated schedule is shown below.

Task	Start Date	End Date

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APPENDIX E
Resolution
Sample Resolution

RESOLUTION NO. _____

RESOLUTION OF THE (TITLE OF GRANTEE'S GOVERNING BODY) (APPLICANT'S GOVERNING BODY) APPROVING (APPLICANT NAME) (APPLICANT) TO APPLY FOR GRANT FUNDS UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

WHEREAS, the Santa Clara Valley Water District has enacted the FY2026 Safe Clean Water Grant Program (Safe Clean Water), which provides funds for Education Grants, Planning Grants, and Stewardship (Program) Grants; and

WHEREAS, the Santa Clara Valley Water District's Office of Civic Engagement has been delegated the responsibility for the administration of the grant program, and establishing necessary implementation procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution Applicant's approval to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District.

NOW, THEREFORE BE IT RESOLVED that the Applicant's Governing Body hereby:

1. Approves the submission of an Application for grant funds from the Safe, Clean Water and Natural Flood Protection Program;
2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that Applicant will maintain an accounting system that:
 - a. Accurately reflects fiscal transactions, with the necessary controls and safeguards;
 - b. Provides good audit trails, especially the source documents; and
 - c. Provides accounting data so the total cost of each individual project can be readily determined.
5. Certifies that Applicant will review and agree to all terms and conditions stated in the Agreement including the Special Provisions, General Provisions, Financial Provisions, and Insurance Requirements contained in the Agreement; and
6. Appoints the (designated position) as its authorized agent to conduct all negotiations, execute and submit all documents and reports including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the performance and completion of the Project.

Approved and Adopted on the (day) day of (month), 20(XX). I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Applicant's Governing Body) following a roll call vote:

AYES:

NOES:

ABSENT:

(Clerk)

APPENDIX F
Insurance Requirements (continued)

APPENDIX F
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 Appendix F 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 Appendix. 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 Appendix F Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call the Valley Water Risk Manager.

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 Program Administrator and email a copy to valleywater@ebix.com.

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

APPENDIX F
Insurance Requirements (continued)

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.

4. In the Description of Operations/Locations/Vehicles/Special Items Box:
- a. Certificate Holder shall be named as Additional Insured;
 - b. Valley Water agreement or project number shall appear;
 - c. The list of policies scheduled as underlying on the Umbrella policy shall be listed;
and
 - d. 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 Appendix F 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 Appendix F Insurance Requirements is canceled or coverage is reduced.

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.

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**; cc: **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.

IMPORTANT: The agreement number must be included.

APPENDIX F
Insurance Requirements (continued)

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

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.

APPENDIX F
Insurance Requirements (continued)

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.

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

**APPENDIX F
Insurance Requirements (continued)**

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.

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	
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	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Appendix F, StandardGrantsGL_rev. 09.24.25.

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