



SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM FY 2020 SAFE, CLEAN WATER PROJECT B3 GRANT

This FY 2020 Safe, Clean Water Project B3 Grant Agreement (Agreement), retroactively effective on March 1, 2021, is entered into by and between the Santa Clara Valley Water District, a California special district (Valley Water) and Grassroots Ecology, a non-profit 501(c)(3) organization (Grantee). Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties or the Parties to this Agreement. This Agreement provides for funding to support Grantee's Community-Based Stewardship of Green Stormwater Infrastructure 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 and Natural Flood Protection program (Safe, Clean Water). 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 consistent with this FY 2020 Safe, Clean Water Project B3, focused on pollution prevention to reduce contaminants in surface or groundwater, and reduce emerging contaminants.
- D. On October 24, 2019 the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded (see Appendix D, Resolution).
- E. Grantee submitted an application to Valley Water's Grant Program for its Project to carry out pollution prevention, education, and outreach.
- F. On February 11, 2020, 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 eighty-nine thousand three hundred thirty-two dollars (\$89,332).
- G. Consistent with its application submitted, Grantee has secured funding from Valley Water in the amount of 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. 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 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 2. 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 FY 2020 Safe, Clean Water Project B3 Grant Program application and accompanying attachments submitted to Valley Water for Valley Water Grant Program.
- 4. Development: the creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
- 5. Grant Program: FY 2020 Safe, Clean Water Project B3 Grant Program.
- 6. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by Valley Water's Board of Directors.
- 7. Project Completion: Project completion per requirements stated in Section 2. 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 with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.
10. Property: the real property described in Appendix A, Project Scope, for acquisition or development with the Project.
11. Safe, Clean Water: 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 C, 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 A, 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, Project Scope, Appendix B, Project Schedule, and Appendix C, 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. 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>) and other appropriate plans.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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 secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access (including, if applicable, a Valley Water encroachment permit to access Valley Water lands or easement areas), or (5) property owner's agreement for site access to the Project lands as necessary for 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 standard form presented in Appendix G, Status Report Form. Reports will be completed and submitted in conjunction with invoicing (Appendix E, Sample Project Invoice Template) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. 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 2. 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. 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 (1) such Liabilities are caused in part by a party indemnified hereunder or (2) such Liabilities 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. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

F. Nondiscrimination

1. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the 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. Compliance with Applicable Equal Opportunity Laws. The Grantee’s policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, “Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations,” Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et. seq.);

California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.

3. Investigation of Claims. Grantee must designate a specific position within its organization to be responsible for investigating noncompliance with the non-discrimination and non-harassment provisions of this Agreement. Grantee must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Grantee will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Grantee, as well as its contractors, subcontractors, subconsultants, and material suppliers of the Grantee. 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, Project Scope, 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 (Appendix F);
 - b. Sample Project Invoice Template (Appendix E);
 - c. Final Status Report Form (Appendix G), 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 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 H. Insurance Requirements, the term of this Agreement retroactively commenced on March 1, 2021. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds.

This Agreement expires upon the earliest of: Project Completion in accordance with Section 2. General Provisions, G. Project Completion; or March 1, 2024, three (3) years from the date this Agreement is retroactively effective.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix H, Insurance Requirements.

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 C, 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 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 (see Appendix E, Sample Project Invoice Template).
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 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 Benefit Rate Calculation to Valley Water. Indirect overhead is limited to 10% of Salary plus benefits. 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. Benefit rates shall be limited to no more than 20% of labor rates. 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, Section 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.

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 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix F) for the final payment.

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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 (Appendix F) • Invoice Form (Appendix E) • Status Report Form (Appendix G) • 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 2. General Provisions, G. Project Completion)

D. Invoicing

1. The Project Invoice (see Sample Project Invoice Template Appendix E) and Status Report Form (Appendix G) shall accompany the Payment Request Form (Appendix F) 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 A) and Project Schedule (Appendix B). 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, and 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 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's executive management 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 2. 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 (Project Scope), B (Project Schedule), C (Project Budget), D (Resolution), E (Sample Project Invoice Template), F (Payment Request Form), G (Status Report Form), and H (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 2. 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 parties as follows:

<p>To Valley Water:</p> <p>Rachael Gibson Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 Email: rgibson@valleywater.org</p>	<p>To Grantee:</p> <p>Alex Von Feldt Executive Director Grassroots Ecology 3921 East Bayshore Road Palo Alto, CA 94303 Email: alex@grassrootsecology.org</p>
<p>Contact:</p> <p>Kristen Yasukawa Program Administrator Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2876 Primary Email: kyasukawa@valleywater.org Secondary Email: grants@valleywater.org</p>	<p>Contact:</p> <p>Junko Bryant Assistant Director Grassroots Ecology 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (650) 419-9880 Email: junko@grassrootsecology.org</p>

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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.

GRASSROOTS ECOLOGY

Date: 9/20/2021

By: 
Alex Von Feldt
Executive Director

SANTA CLARA VALLEY WATER DISTRICT

Date: 9/29/2021

By: 
Rick L. Callender, Esq.
Chief Executive Officer

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APPENDIX A Project Scope

COMMUNITY-BASED STEWARDSHIP OF GREEN STORMWATER INFRASTRUCTURE

GENERAL DESCRIPTION

New National Pollutant Discharge Elimination System (NPDES) permit requirements are compelling cities to increase the use of green stormwater infrastructure (GSI) in order to improve water quality and moderate flows to creeks. These measures can also provide additional benefits such as beautification, traffic calming, and supporting pollinator species with locally native plants. As more and more green stormwater infrastructure is installed, cities are also finding it challenging to ensure that they continue to function over time. If they are not well maintained and if the public does not understand the benefits of these systems, much-needed public support for these projects may diminish, putting local funding mechanisms at risk.

Grassroots Ecology is currently working with the City of Palo Alto to pilot a very small-scale community-based stewardship effort to “adopt” two existing bioretention areas in the City’s Southgate neighborhood and to involve neighbors in refurbishing them with locally native plants. This grant will expand this effort to include the entire neighborhood for a total of 16 bioretention areas, and also provide hands-on training internships to San Jose Conservation Corps members to introduce a potential future workforce to the field of green stormwater infrastructure care and maintenance.

In summary, the Project will facilitate stewardship of green stormwater infrastructure by:

- Hosting 10 community events over three years to replant existing bioretention areas with locally native plants and educate the local community about stormwater pollution and actions they can take at home;
- Recruiting and training community members and groups to “adopt” bioretention areas; and
- Providing on-the-ground training on GSI maintenance to San Jose Conservation Corps members.

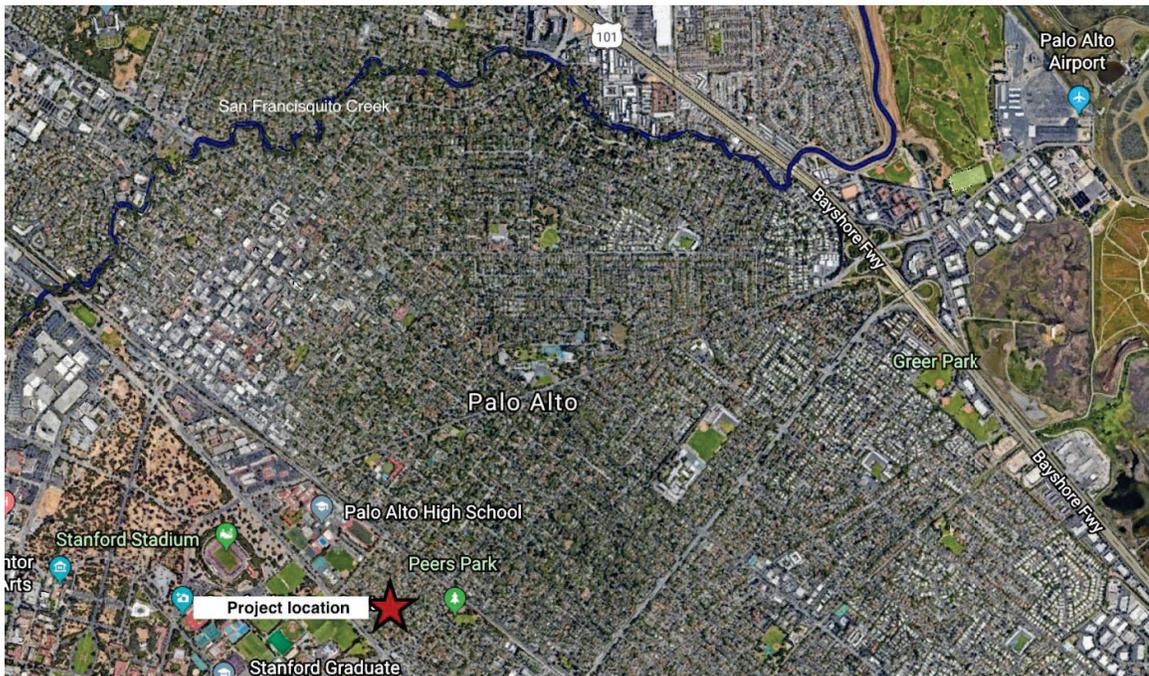
All elements of the program will be evaluated to determine whether and how they could be scaled within Palo Alto and applied to other communities in Silicon Valley.

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APPENDIX A Project Scope (continued)

A. SITE LOCATION

1. Regional Map
 - a. **Cities:** City of Palo Alto
 - b. **Watersheds:** San Francisquito Creek Watershed
 - c. **Adjacent water bodies and creeks:** San Francisquito Creek is the receiving water from storm drains in the Project area.



2. Specific Location of Project with Project Access Described

The Project is located in the Southgate neighborhood of Palo Alto and will focus on existing bioretention areas located in the public right of way on Miramonte Avenue, Sequoia Avenue, and Castilleja Avenue (see Figures 1–3 below). The site is easily accessible to the public.

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APPENDIX A Project Scope (continued)

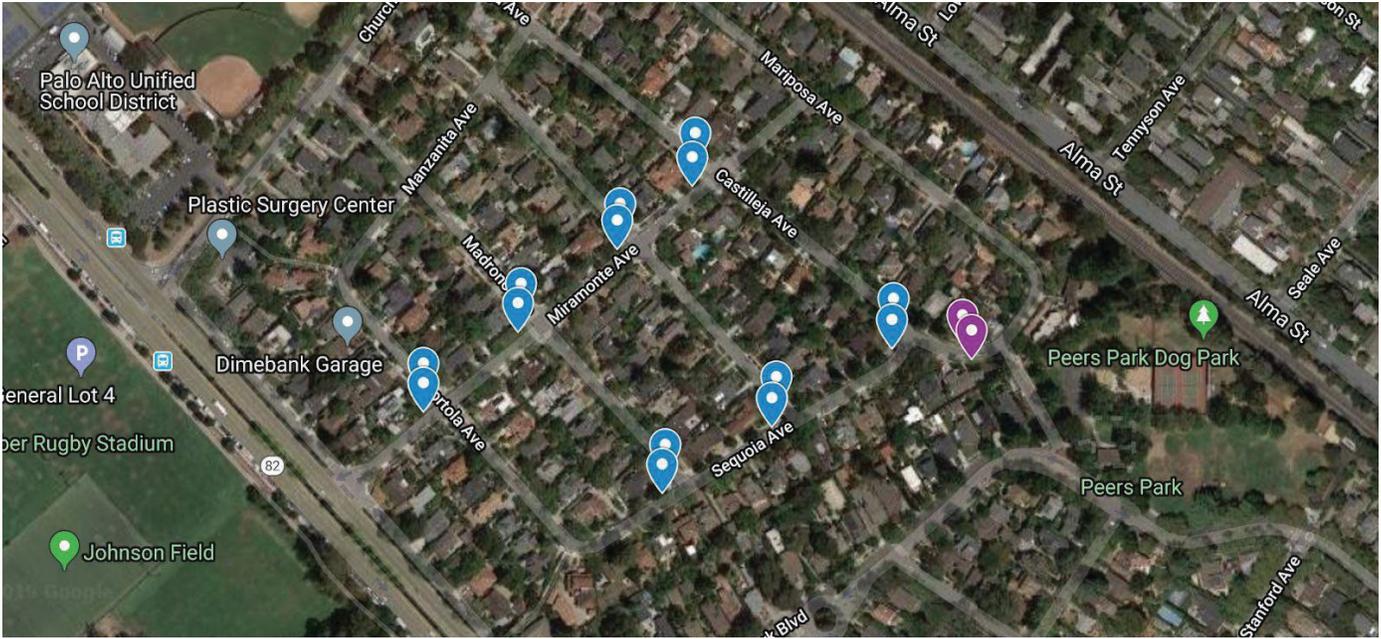


FIGURE 1

Blue markers show the location of 14 bioretention areas in the Southgate neighborhood to be replanted through community events. Purple markers show the location of two additional bioretention areas that are being replanted and will be included in the Community Stewardship Program.



FIGURE 2

Example of non-native, sparse vegetation in Southgate bioretention area.



FIGURE 3

Locally native wildflowers blooming in Grassroots Ecology's rain garden at Bol Park.

B. PROJECT TASKS, DELIVERABLES AND MILESTONES

Due to the State Emergency Services Act, the Governor’s Emergency Declaration related to the COVID-19 pandemic, the Governor’s Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, the Project deliverables may be adjusted to accommodate any locally mandated orders that require social distancing as specified in this Agreement. Those deliverables are presented with social distancing and without.

Task 1: Green Stormwater Infrastructure Stewardship Program

The purpose of the GSI Stewardship Program is to increase citizens’ understanding of stormwater pollution and the role of GSI in improving water quality by directly involving the neighborhood in stewardship of existing bioretention areas. This will be orchestrated through two mechanisms:

1. A series of community events to replant existing bioretention areas with locally native, pollinator-friendly plants. The events will include hands-on planting (or other plant care) with volunteers as well as a drop-in information table so that neighbors walking by can learn more about the bioretention areas and the GSI stewardship program. Volunteers will learn about the multiple functions of green stormwater infrastructure, such as filtering pollutants from stormwater runoff, reducing flooding, and supporting pollinator species.
2. An “adoption” program where community members or groups volunteer to monitor bioretention areas, conduct light maintenance (e.g. ensuring that inlets are clear of debris before a storm), and report issues. This task includes outreach to recruit potential adopters, such as contacting neighborhood groups and nearby schools, social media, and direct outreach to neighbors.

Deliverables:

- Fourteen (14) bioretention areas converted to locally native plants (total of 2,400 square feet)
- Ten (10) community events, to include educational information for volunteers and drop-in visitors, and hands-on planting and/or care activity for volunteers
 - Minimum 100 volunteers and 400 volunteer labor hours
- Outreach materials (e.g. website, checklist for volunteer adopters, sign for bioretention gardens, etc.) that include Valley Water’s Safe, Clean Water funding logo
- Three (3) to five (5) updates through Grassroots Ecology’s e-newsletter, with over 8,500 subscribers

Task 2: Conservation Corps Paid GSI Maintenance Training

Municipalities have identified a need for increased expertise in the field of GSI maintenance, with landscapers essentially treating these areas the same as traditional median strips. This has contributed to compacted soils, loss of vegetation, and diminished function and aesthetics of GSI measures. Grassroots Ecology has been working with the San Jose Conservation Corps (SJCC) to identify opportunities for corpsmembers to gain a more in-depth learning experience around a specific topic. With the installation of GSI measures becoming more and more prevalent throughout the region, providing this training to potential future practitioners is beneficial to the local landscaping industry. The program will include the following components:

1. A presentation on stormwater pollution and green stormwater infrastructure open to all SJCC students, to be held open to all SJCC students, to be held remotely during times of social distancing and at the SJCC campus during non-social distancing times annually over three years. The presentation will also serve as an opportunity to recruit students interested in the one-day training sessions.
2. Six (6) paid, one-day training sessions for a cohort of 6-10 SJCC members with social distancing or 8-12 without social distancing to work alongside Grassroots Ecology staff in the field and online and learn about the function of GSI and how to properly maintain them. Topics could include maintaining proper drainage, plant selection and installation, weed removal, mulch and soil amendment, testing irrigation, and rain barrel maintenance. Field work will be conducted primarily in the Southgate neighborhood to complement the GSI Stewardship Program but could also take place at other locations in Palo Alto where Grassroots Ecology or the City has existing rain capture systems in place. The training sessions will vary in time of year held, so that corpsmembers have the opportunity to see different seasonal tasks.

Deliverables:

- Three (3) presentations at SJCC campus or online on stormwater pollution and GSI (20-30 participants total)
- Six (6), one-day training sessions in the field for 6-10 SJCC members with social distancing or 8-12 without social distancing

Task 3: Program Evaluation

Both the GSI Stewardship Program and the SJCC Internship Program are new concepts that have the potential to continue and scale up if they are successful. Therefore, both programs should be evaluated annually and adjusted to improve effectiveness throughout the Project period and to determine if they are worth expanding in the future. At the end of each rainy season, adopters will be contacted to collect feedback such as the effectiveness of the volunteer program, why they volunteered/do they plan to continue, time spent on the field tasks, observations, and other lessons learned. SJCC corpsmembers participating in the one-day training will be surveyed at each field day to ascertain what they learned and identify other related skills they would like to build. Finally, Grassroots Ecology will interview City of Palo Alto public works staff and compare how the management of the Southgate GSI measures differs from the

management and function of other GSI measures in the City. All of the findings will be consolidated into a final report identifying pros and cons and lessons learned around running a community-based GSI stewardship program.

Deliverables:

- Program evaluation report and presentation of the findings to Palo Alto Stormwater Management Oversight Committee and to the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), summarizing findings from the following:
 - Interviews with bioretention garden “adopters”
 - SJCC training program participant surveys
 - Interviews with City of Palo Alto staff
 - Grassroots Ecology program staff reflections

Task 4: Administration and Reporting

This task includes grant and program administration, including Project coordination, budget tracking and invoicing, quarterly and final reports, and meeting financial and insurance requirements of the grant.

Deliverables:

- Quarterly invoice and report
- Final invoice and report
- Project fact sheet and presentation to Valley Water Board of Directors

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APPENDIX B Project Schedule

Any changes in Project schedule will be reported in the progress report, as long as the changes do not extend beyond the expiration date. Estimated schedule is shown below.

Task	Performance Measures/ Deliverables	Milestones (Metrics are cumulative totals)	Start and End Dates/ Frequency
<p><u>Task 1:</u> Green Stormwater Infrastructure Stewardship Program:</p> <p>A. Community Planting and Education Events</p> <p>B. Adopt-A-Bioretenention Area Program</p>	<ul style="list-style-type: none"> • 14 bioretention areas replanted with locally native plants • 10 Community planting/plant care events • 100 volunteers, including bioretention area adopters completing at least and 400 volunteer labor hours • Outreach materials coordinated with the City of Palo Alto (3 fliers, 1 info sheet on adoption program) • 3–5 updates through Grassroots Ecology’s e-newsletter, with over 8,500 subscribers 	<ul style="list-style-type: none"> • <u>Year 1:</u> 2-4 (with or without social distancing) community plantings/plant care events; 16-40 (with or without social distancing); 4-8 bioretention areas replanted (with or without social distancing) • <u>Year 2:</u> 6-8 community plantings/plant care events (with or without social distancing); 48-80 volunteers (with or without social distancing); 10-14 bioretention areas replanted (with or without social distancing) • <u>Year 3:</u> 10 community plantings/plant care events; 100 volunteers and 400 labor hours; 14 bioretention areas replanted 	<p>March 2021 – February 2024:</p> <p>Planting events will be done in the fall/winter, and plant care will be done in late spring.</p>
<p><u>Task 2:</u> San Jose Conservation Corps (SJCC) Paid GSI Maintenance Training:</p> <p>A. Stormwater pollution and GSI presentation at SJCC campus</p>	<ul style="list-style-type: none"> • 3 presentations at SJCC campus • 6 one-day hands-on training sessions on GSI maintenance for groups of 6- 	<ul style="list-style-type: none"> • <u>Year 1:</u> 1 GSI presentation; two one-day training sessions; 12-30 corps member participants (with or without social distancing) 	<p>March 2021 – February 2024:</p> <p>Presentations at SJCC campus will be annually in the fall; one-day training sessions will be</p>

**APPENDIX B
Project Schedule (continued)**

Task	Performance Measures/ Deliverables	Milestones (Metrics are cumulative totals)	Start and End Dates/ Frequency
B. 1-day training sessions for SJCC crews	12 corpsmembers (with or without social distancing)	<ul style="list-style-type: none"> • <u>Year 2</u>: 2 GSI presentations; four one-day training sessions; 20-60 corpsmember participants (with or without social distancing) • <u>Year 3</u>: 3 GSI presentations; six one-day training sessions; 36-90 corpsmember participants (with or without social distancing) 	held once in fall and once in spring, annually.
<u>Task 3</u> : Program Evaluation	<ul style="list-style-type: none"> • Interview bioretention area “adopters” annually • 6 survey rounds for SJCC training day participants • Interview 3–5 City of Palo Alto staff • Program Evaluation Summary Report 	<ul style="list-style-type: none"> • <u>Year 1</u>: Interview all bioretention area “adopters” (3-5 interviews); 2 survey rounds for SJCC training; interview City of Palo Alto staff • <u>Year 2</u>: Interview all bioretention area “adopters” (6-10 interviews); 4 survey rounds for SJCC training completed; interview City of Palo Alto staff • <u>Year 3</u>: Interview all bioretention area “adopters” (9-15 interviews, cumulatively); 6 survey rounds for SJCC training completed; interview City of Palo staff; Program Evaluation Summary Report completed 	March 2021 – February 2024: <ul style="list-style-type: none"> • Bioretention area adopters interviewed annually in spring • SJCC training participants surveyed at the end of each session (fall and spring) • City of Palo Alto staff interviewed in winter 2023 (year 3) • Program Evaluation Summary Report due February 2024
<u>Task 4</u> : Project Administration	<ul style="list-style-type: none"> • Quarterly invoice and report • Final invoice and report • Final Project fact sheet and presentation to Board of Directors 	<ul style="list-style-type: none"> • <u>Year 1</u>: 4 status reports/invoices submitted • <u>Year 2</u>: 8 status reports/invoices submitted • <u>Year 3</u>: 12 status reports/invoices submitted; final Project fact sheet and Board presentation 	March 2021 – Completion of Project: Quarterly status reports and invoices; final fact sheet and presentation due February 2024.

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APPENDIX C Project Budget

Organization: Grassroots Ecology		Project Title: Community Based Stewardship of Green Stormwater Infrastructure		Invoice #		Invoice Date:		Service Period:		TOTAL PROJECT COST			DISTRICT FUNDING ONLY					
										Grantee Project Contributions (A)	City of Palo Alto Project Contributions (B)	District Funding Request (C)	TASK 1 Community Stewardship Program	TASK 2 Conservation Comps Training	TASK 3 Evaluation	TASK 4 Reporting and Project Coordination		
Total Project Costs (For Service Period) = (A + B + C)										\$ 6,791.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Personnel Services:										Salaries + Benefits								
Employee (Classification/Title)	Hourly Rate	Hours	Salary	Salary	Benefits Rate	Amount	Amount	Amount	Amount	Amount								
Assistant Director	65.00	252	\$ 16,380.00	\$ 16,380.00	10%	\$ 1,638.00	\$ 18,018.00	\$ 18,018.00	\$ 18,018.00	\$ 5,405.40	\$ 3,603.60	\$ 1,801.80	\$ 7,207.20					
Senior Ecologist	60.00	144	\$ 8,640.00	\$ 8,640.00		\$ 864.00	\$ 9,504.00	\$ 9,504.00	\$ 9,504.00	\$ 6,652.80	\$ 2,376.00	\$ 475.20						
Urban Watersheds Manager	60.00	298	\$ 17,280.00	\$ 17,280.00		\$ 1,728.00	\$ 19,008.00	\$ 19,008.00	\$ 19,008.00	\$ 9,504.00	\$ 2,851.20	\$ 950.40	\$ 5,702.40					
Restoration Specialist	45.00	432	\$ 19,440.00	\$ 19,440.00		\$ 1,944.00	\$ 21,384.00	\$ 21,384.00	\$ 21,384.00	\$ 16,038.00	\$ 5,346.00							
Business Manager	60.00	72	\$ 4,320.00	\$ 4,320.00		\$ 432.00	\$ 4,752.00	\$ 4,752.00	\$ 4,752.00	\$ -	\$ -							
Nursery Director	60.00	36	\$ 2,160.00	\$ 2,160.00		\$ 216.00	\$ 2,376.00	\$ 2,376.00	\$ 2,376.00	\$ -	\$ -							
Executive Director	65.00	72	\$ 4,680.00	\$ 4,680.00		\$ 468.00	\$ 5,148.00	\$ 5,148.00	\$ 5,148.00	\$ -	\$ -							
Indirect Overhead:										\$ 80,190.00	\$ 12,276.00	\$ -	\$ 67,914.00	\$ 37,600.20	\$ 14,176.80	\$ 3,227.40	\$ 12,909.60	
Limited to 10% of Salary + Benefits										\$ 6,791.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs:										\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Describe:										\$ 20,160.00	\$ 20,160.00	\$ -	\$ -	\$ 21,000.00				
San Jose Conservation Corps	\$ 3,500.00	day	6	\$ 21,000.00														
native plants for community planting	\$ 12.00	TB	1680	\$ 20,160.00														
phytophthora testing	\$ 2,080.00	cost per test	4	\$ 8,240.00														
soil amendment and other materials	\$ 400.00	per bioswale	14	\$ 5,600.00														
signs	\$ 200.00		5	\$ 1,000.00														
mileage	\$ 0.58	mile	720	\$ 417.60														
volunteer event snacks and supplies	\$ 40.00	workday	10	\$ 400.00														
volunteer appreciation	\$ 40.00			\$ 300.00														
Other Contributions:										\$ 57,117.60	\$ 700.00	\$ 35,000.00	\$ 21,417.60	\$ 208.80	\$ 21,208.80	\$ -	\$ -	
Unit Cost										\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Volunteer labor	\$ 30.00	hour	400	\$ 12,000.00														
County of Santa Clara Grant	\$ 100.00	hour	80	\$ 8,000.00														
City of Palo Alto Stormwater Program M	\$ 100.00	hour	80	\$ 8,000.00														
City of Palo Alto Parks/Maintenance Stat	\$ 100.00	hour	80	\$ 8,000.00														
Grand Totals										\$ 181,099.00	\$ 40,767.40	\$ 51,000.00	\$ 89,331.60	\$ 37,609.00	\$ 35,385.60	\$ 3,227.40	\$ 12,909.60	

APPENDIX D Resolution

APPENDIX D – BOARD RESOLUTION

**Resolution No: 2019-05 Community GSI
RESOLUTION OF THE Grassroots Ecology Board of Directors
APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS UNDER
THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION
PROGRAM OF 2012**

WHEREAS, the Santa Clara Valley Water District has enacted the 2019 Safe Clean Water Priority B3 Grant Program, which provides funds for pollution prevention;

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

WHEREAS, said procedures established by the Santa Clara Valley Water District require Grantee's Governing Body to certify by resolution the approval of Grantee 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 Grassroots Ecology Board of Directors hereby:

1. Approves the submission of an Application for grant funds from Priority B3 of the Safe, Clean Water and Natural Flood Protection Program
2. Approves the acceptance of grant funds from Priority B3 of the Safe, Clean Water and Natural Flood Protection Program, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the 24th day of October, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Grassroots Ecology Board of Directors following a roll call vote:

AYES	5
NOES	0
ABSENT	1



Kit Gordon
(Secretary)

APPENDIX E Sample Project Invoice Template

Organization:	Project Title:	Invoice #	Invoice Date:	Service Period:	Date (Date)	Total Project Cost	SCVWD GRANT FUNDING										
							Grantee Contributions	Project Contributions	Other Contributions	SCVWD Grant Request	TASK 1 Planning	TASK 2 Design	TASK 3 Construction	TASK 4 Project Management	TASK 5 Etc		
Personnel Services: Salary: \$ _____ Hourly Rate: \$ _____ Hours: _____ Benefits %: _____ Amount: \$ _____																	
Indirect Overhead Limited to 10% of Salary + Benefits Amount: \$ _____																	
Land Acquisition Unit of Measure: _____ No. of Units: _____ Amount: \$ _____																	
Design Unit of Measure: _____ No. of Units: _____ Amount: \$ _____																	
Construction Unit of Measure: _____ No. of Units: _____ Amount: \$ _____																	
Other Costs Please Describe: _____ Unit of Measure: _____ No. of Units: _____ Amount: \$ _____																	
Grand Totals (FOR CURRENT INVOICE #)																	
#1 INVOICE #1 #2 #3 #4 #5 etc.																	
TOTAL INVOICES % COMPLETE BUDGET AMOUNT																	

(NOTE: Specific tasks at discretion of Grantee, however, tasks should directly tie to Appendix A.)

Invoices will be accepted through Valley Water's Fluxx Grants Management Portal. Contact Valley Water Grants staff to coordinate.

APPENDIX F Payment Request Form

GRANT:	
AGREEMENT	GRANTEE:
INVOICE NO.	
PROJECT TITLE:	
1. TYPE OF PAYMENT: <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
2. PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Project Amount	\$.....
b. Funds Received to Date	\$.....
c. Available (a. minus b.)	\$.....
d. Amount of This Request	\$_____
e. Remaining Funds After This Payment (c. minus d.)	\$.....
3. SEND PAYMENT TO:	
Grantee Name
Street Address
City, State, Zip Code
Attention:
4. <i>"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."</i>	
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	Title
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	Date
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	Date
PRINT NAME & TITLE:	

APPENDIX F
Payment Request Form (continued)

INSTRUCTIONS

Invoices will be accepted through Valley Water's Fluxx Grants Management Portal. Contact Valley Water Grants staff to coordinate.

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.

The following instructions correspond to items on the Payment Request Form:

Agreement Number – as shown on page 1 of the Agreement, entered by Valley Water staff following execution of the Agreement by both Parties.

Grantee – name as shown on the Grant Agreement.

Project Title – title of project for which payment is requested.

1. Type of Payment – check appropriate box, and submit this form:
 - a. Reimbursement – when Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or
 - b. Final – when Grantee has completed the Project and is requesting the final payment.
2. Payment Information:
 - a. Project Grant Amount – the amount of Valley Water grant funds allocated to this Project
 - b. Funds Received to Date – total amount already received for this Project
 - c. Available – a. minus b.
 - d. Amount of this Payment Request – amount that is requested
 - e. Remaining Funds After This Payment – c. minus d.
3. Send Payment to: Grantee Name, Address, and Contact Person
4. Typed or printed name of person authorized by Resolution
5. Signature of person authorized by Resolution
6. Payment approval signature and date – for Valley Water staff
7. Additional Information to supply with Payment Request Form:
 - a. Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
 - b. Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).

APPENDIX G Grant Status Report Form

Grantee: _____ Agreement No. _____ Invoice No. _____

Funding Program: _____

Project Name: _____

TASKS	NUMERICAL TARGET IF IDENTIFIED	STATUS (ON TARGET, MODIFICATION NEEDED OR COMPLETED)			COMMENTS IDENTIFY COMPLETED TASKS AND EXPLAIN VARIATIONS
		Scope	Schedule	Budget	
Task 1					
Task 2					
Task 3					
Task 4					
Task 5					
—					
Overall Project					
Issues or Concerns/Proposed Resolution					
Other items					

APPENDIX H Insurance Requirements

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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 H 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 executed.** 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 H Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, Valley Water Risk Manager at (408) 630-2213.

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 Contract 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

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**APPENDIX H
Insurance Requirements (continued)**

3. In the “Certificate Holder” box include:

**Santa Clara Valley Water District
Attention: Kristen Yasukawa
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 H 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 Contract Administrator that such insurance policy required by this Appendix H 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: valleywater@ebix.com

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APPENDIX H
Insurance Requirements (continued)

2. Provide the following information in the “Certificate Holder” box:

Santa Clara Valley Water District
Attention: Kristen Yasukawa
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).

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, or inspected 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 Grantees’ 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.

APPENDIX H Insurance Requirements (continued)

- 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.

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

APPENDIX H Insurance Requirements (continued)

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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APPENDIX H
Insurance Requirements (continued)

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 H, StandardGrantsGL_rev. 07.28.20.

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