

**AMENDMENT NO. 1 TO AGREEMENT A4536R
FY 2020 SAFE, CLEAN WATER PRIORITY B3 GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GRASSROOTS ECOLOGY**

This Amendment No. 1 (Amendment), retroactively effective as of January 1, 2024, amends the terms and conditions of the FY 2020 Safe, Clean Water Priority B3 Grant Program Agreement A4536R (Agreement) dated September 29, 2021, between Santa Clara Valley Water District (Valley Water) and Grassroots Ecology (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$89,331.60 from the FY 2020 Safe, Clean Water Priority B3 Grant Program for their Community-Based Stewardship of Green Stormwater Infrastructure Project (Project); and

WHEREAS, the Agreement expired on March 1, 2024, at which time, the Project was not completed; and

WHEREAS, the Grantee requests an extension of the Agreement term for additional time to continue maintenance activities and plant establishment of bioretention areas in completed Project locations, and to conduct ongoing community engagement with volunteers; and

WHEREAS, the Grantee requests modifications to the Agreement to revise the Project budget to provide for a reallocation amongst Tasks due to receiving unanticipated matching funds from the City of Palo Alto and the County of Santa Clara after the Agreement with Valley Water commenced; and

WHEREAS, Grantee has invoiced and received \$55,157.13 of the Project Grant Amount. The remaining grant amount of \$34,174.47 will be available to reimburse Grantee for further eligible costs once the Agreement term is retroactively amended and extended; and

WHEREAS, the Parties desire to amend the Agreement to extend its term and revise the Project budget to reallocate funds amongst tasks.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Grantee and Valley Water hereby agree as follows:

1. Section 2. General Provisions, H. Agreement Term, paragraph 1., is amended to retroactively replace the expiration date of "March 1, 2024" with "March 1, 2025."

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2. Section 4. Miscellaneous Provisions, B. Notices, is revised to state as follows:

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To Valley Water:	To Grantee:
Rachael Gibson Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 Email: rgibson@valleywater.org	Alex Von Feldt Co-Executive Director Grassroots Ecology 3921 East Bayshore Road Palo Alto, CA 94303 Email: alex@grassrootsecology.org
Valley Water Contact:	Grantee Contact:
Amy Fonseca Supervising Program Administrator Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3005 Email: afonseca@valleywater.org Secondary Email: grants@valleywater.org	Junko Bryant Co-Executive Director Grassroots Ecology 3921 East Bayshore Road Palo Alto, CA 94303 Email: junko@grassrootsecology.org

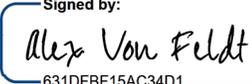
3. Appendix A to the Agreement, Project Scope, is amended to revise the Project Scope, as set forth in the Revised Appendix A, Project Scope, attached hereto and incorporated herein by this reference.
4. Appendix B to the Agreement, Project Schedule, is amended to revise the Schedule as set forth in the Revised Appendix B, Project Schedule, attached hereto and incorporated herein by this reference.
5. Appendix C to the Agreement, Project Budget, is amended to revise the budget as set forth in the Revised Appendix C, Project Budget, attached hereto and incorporated herein by this reference.
6. Appendix H to the Agreement, Insurance Requirements, is amended as stated in Revised Appendix H, Insurance Requirements, attached hereto and incorporated herein by this reference.
7. All other terms and conditions of Agreement No. A4536R, not amended as stated herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT NO. A4536R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

GRASSROOTS ECOLOGY

Signed by:
By:  Date: 10/10/2024
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Alex Von Feldt
Co-Executive Director

SANTA CLARA VALLEY WATER DISTRICT

By: _____ Date: _____
Nai Hsueh
Chair, Board of Directors

ATTEST:

By: _____ Date: _____
Michele L. King, CMC
Clerk, Board of Directors

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REVISED 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.

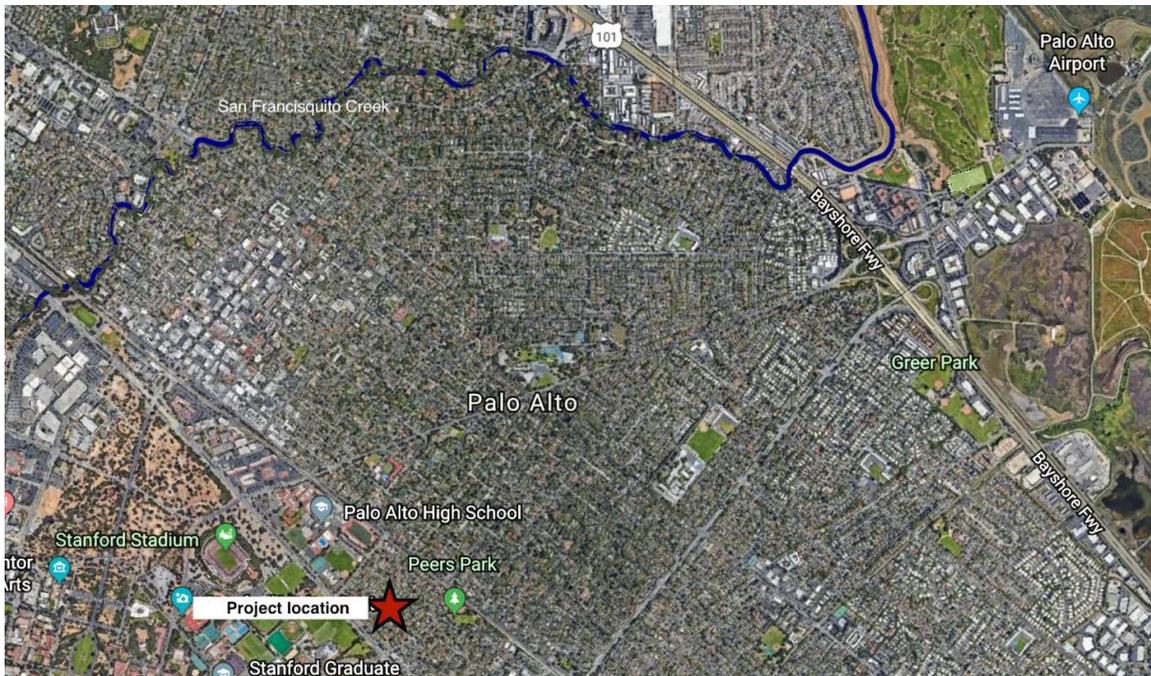
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REVISED APPENDIX A Project Scope (continued)

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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REVISED APPENDIX A Project Scope (continued)

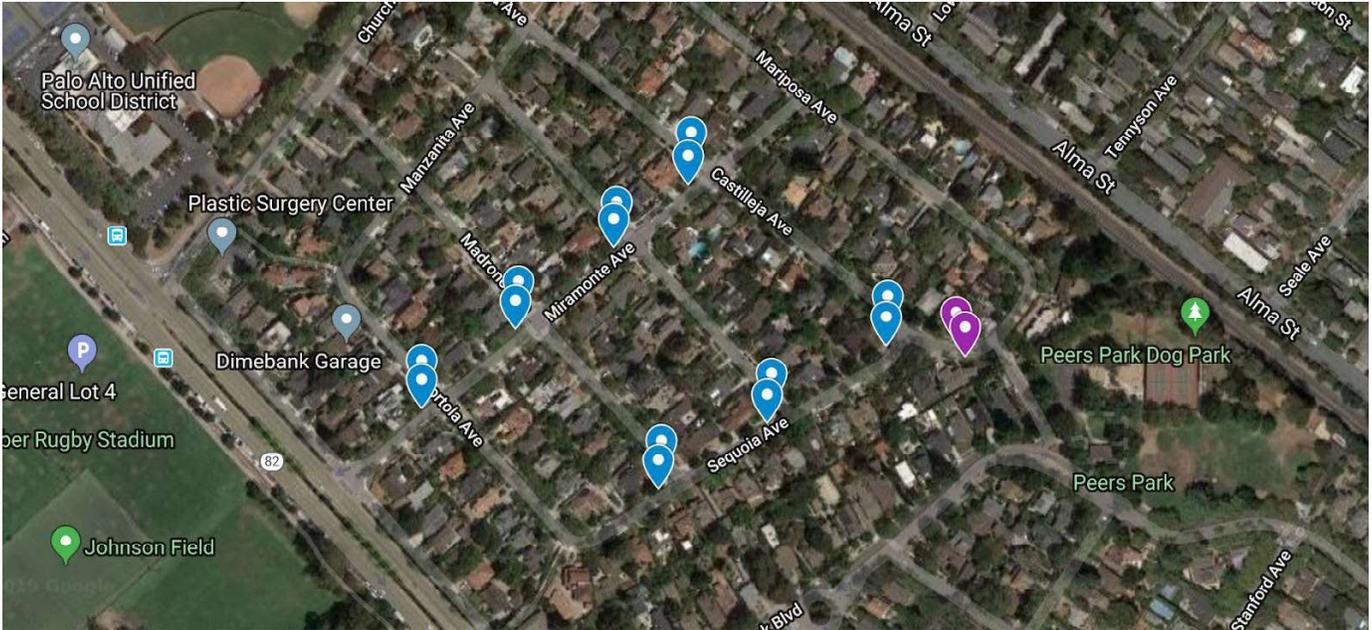


FIGURE 1

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.

REVISED APPENDIX A
Revised Project Scope (continued)

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.
3. Following plant establishment, Grantee will continue to work with volunteers to conduct maintenance activities on the Project’s bioretention areas for the duration of the grant agreement term. Continued maintenance after the agreement expires will be conducted by the City of Palo Alto through its own maintenance contract.

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

**REVISED APPENDIX A
Project Scope (continued)**

- 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

**REVISED APPENDIX A
Project Scope (continued)**

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 corpmembers 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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REVISED APPENDIX B

Project Schedule

Any changes in this Project Schedule will be reported in the Grant Status Report using the template included as Appendix G, 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.

Key Task	Start Date	End Date
Task 1: Green Stormwater Infrastructure Stewardship Program	March 2021	February 2025
Task 2: San Jose Conservation Corps (SJCC) Paid GSI Maintenance Training	March 2021	February 2025
Task 3: Program Evaluation	March 2021	February 2025
Task 4: Project Administration	March 2021	March 2025

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REVISED APPENDIX C

Project Budget

Organization: Grassroots Ecology Project Title: Community Based Stewardship of Green Stormwater Infrastructure		TOTAL PROJECT COST			DISTRICT FUNDING ONLY						
		Total Project Costs (For Service Period) = (A + B + C)	Grantee Project Contributions (A)	City of Palo Alto Project Contributions (B)	District Funding Request (C)	TASK 1 Community Stewardship Program	TASK 2 Conservation Corps Training	TASK 3 Evaluation	TASK 4 Reporting and Project Coordination		
Personnel Services:		Salaries + Benefits									
		Salaries	Salary	Benefits Rate 10%							
		Hourly Rate	Hours	Amount							
Employee (Classification/Title)											
Co-Executive Director	\$ 65.00	\$ 19,500.00	300	\$ 1,950.00	\$ 21,450.00	\$ 7,507.50	2,145.00	\$ 2,145.00	\$ 9,652.50		
Ecologist	\$ 60.00	\$ 18,000.00	300	\$ 1,800.00	\$ 19,800.00	\$ 16,830.00	1,980.00	\$ 980.00	\$ -		
Project Lead	\$ 60.00	\$ 18,000.00	300	\$ 1,800.00	\$ 19,800.00	\$ 17,484.00	1,980.00	\$ 1,089.00	\$ 5,247.00		
Restoration Specialist	\$ 45.00	\$ 21,600.00	480	\$ 2,160.00	\$ 23,760.00	\$ 21,384.00	2,376.00	\$ -	\$ -		
Business Manager	\$ 60.00	\$ 4,320.00	72	\$ 432.00	\$ 4,752.00	\$ -	\$ -	\$ -	\$ -		
Nursery Director	\$ 60.00	\$ 2,160.00	36	\$ 216.00	\$ 2,376.00	\$ -	\$ -	\$ -	\$ -		
Executive Director	\$ 65.00	\$ 4,680.00	72	\$ 468.00	\$ 5,148.00	\$ -	\$ -	\$ -	\$ -		
					\$ 97,086.00	\$ 12,276.00	\$ -	\$ 84,810.00	\$ 57,205.50	\$ 4,224.00	\$ 14,899.50
Indirect Overhead:		Salary + Benefits Amount	Indirect Overhead Limit	Grant Qualified Overhead							
Limited to 10% of Salary + Benefits		\$ 84,810.00	10%	\$ 8,481.00							
Other Costs:		Unit Cost	Unit of Measure	No. of Units	Amount						
Please Describe:											
San Jose Conservation Corps	\$ 3,500.00	day	6	\$ 21,000.00	\$ 21,000.00						
native plants for community planting day	\$ 12.00	TB	1680	\$ 20,160.00	\$ 20,160.00	\$ 3,000.00					
phytophthora testing	\$ 2,080.00	cost per test	4	\$ 8,240.00	\$ 8,240.00	\$ 1,104.00					
soil amendment and other materials	\$ 400.00	per bioswale	14	\$ 5,600.00	\$ 5,600.00						
signs	\$ 200.00		5	\$ 1,000.00	\$ 1,000.00						
mileage	\$ 0.58	mile	720	\$ 417.60	\$ 417.60	\$ 203.89			\$ 3.40	\$ 10.10	
volunteer event snacks and supplies	\$ 40.00	workday	10	\$ 400.00	\$ 400.00	\$ 400.00					
volunteer appreciation	\$ 300.00			\$ 300.00	\$ 300.00	\$ 300.00					
					\$ 57,117.60	\$ 700.00	\$ 51,896.00	\$ 4,521.60	\$ 1,307.89	\$ 3,200.21	\$ 10.10
Other Contributions:		Unit Cost	Unit of Measure	No. of Units	Amount						
Please Describe:											
Volunteer labor	\$ 30.00	hour	400	\$ 12,000.00	\$ 12,000.00						
County of Santa Clara Grant	\$ 1.00	N/A	1	\$ 9,000.00	\$ 9,000.00						
City of Palo Alto Stormwater Program Mtg	\$ 100.00	hour	80	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00					
City of Palo Alto Parks/Maintenance Staff	\$ 100.00	hour	80	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00					
					\$ 37,000.00	\$ 21,000.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -
Grand Totals					\$ 199,684.60	\$ 42,457.00	\$ 67,896.00	\$ 89,331.60	\$ 58,513.39	\$ 11,681.21	\$ 14,909.60

APPENDIX H

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 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 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 H Insurance Requirements.

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

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 H
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 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 Program 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
2. Provide the following information in the "Certificate Holder" box:

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

IMPORTANT: The agreement number must be included.

APPENDIX H 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.

APPENDIX H Insurance Requirements (continued)

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 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.

**APPENDIX H
Insurance Requirements (continued)**

- 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)**

CHECK LIST 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. 01.26.24.

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