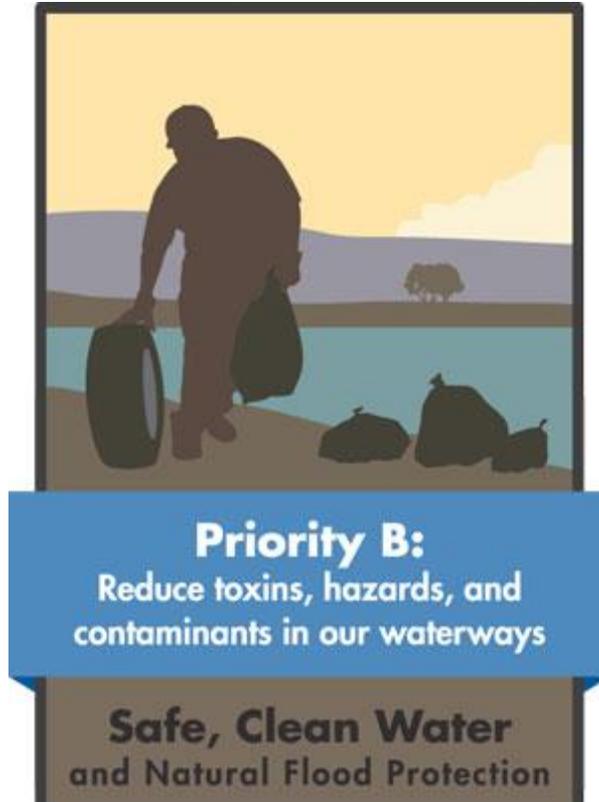


Pollution Prevention Partnerships & Grants (B3)

FY2018 Standard Grant Guidelines



**A Safe, Clean Water and Natural Flood Protection
Special Tax Funded Program**

**Santa Clara Valley
Water District**



1. ABOUT SANTA CLARA VALLEY WATER DISTRICT

The Santa Clara Valley Water District (District) manages an integrated water resources system that includes the supply of clean, safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.9 million residents.

The District was created by an act of the California Legislature, and operates as a state of California Special District, with jurisdiction throughout Santa Clara County. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

2. ABOUT SAFE, CLEAN WATER PROGRAM

The Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water) is a 15-year strategy to ensure uninterrupted water resources services in Santa Clara County. In November 2012, county voters approved Safe, Clean Water ballot measure with an overwhelming majority of nearly 74%. The countywide special parcel tax sunsets on June 30, 2028. The grants program is being implemented to address key performance indicators associated with priorities identified in the Safe, Clean Water and Natural Flood Protection Program.

3. PURPOSE, FUNDING, ELIGIBILITY

3.1. Purpose

The *Pollution Prevention Partnerships and Grants* (Priority B3) are for programs to reduce contaminants in surface or groundwater, and reduce emerging contaminants, such as public education to prevent pharmaceuticals from entering waterways, technical assistance to help growers protect groundwater, and partnerships to reduce litter and graffiti.

3.2. Funding

In this FY2018 grant cycle, a total of \$500,000 in grants will be available.

- Funding limit for each project: between \$25,000 - \$200,000
- Length of funding: all projects must be completed within three years following the execution of the agreement

Not all projects that meet minimum points can be funded and a project may be authorized for full or partial requested funding.

Awards will be provided on a reimbursement basis. The Final 10% of the reimbursable amount will be retained until project completion.

3.3. Eligible Applicants

Eligible entities could include:

- Local cities, towns, and county agencies
- Local non-profit organizations with a 501(c)(3) tax exempt status
- Local non-profits without a 501(c)(3), but can demonstrate that they are an affiliate of a non-profit organization that possesses a 501(c)(3) tax exempt status
- Open space districts
- Mutual water agencies/districts (public, not for profit)

- Resource conservation districts
- Schools, community colleges and universities (public, not for profit)

Eligible Applicants may seek grant funding for more than one project.

3.4. Project Benefits

Proposed projects under Priority B3 should provide the following benefits:

- Help prevent contaminants such as pharmaceuticals, household hazardous waste and trash from entering our waterways
- Help meet regulatory requirements as listed under the impaired water bodies listing of the federal Clean Water Act
- Reduce contaminant source loads in groundwater and surface water, and protects local watersheds
- Provide public education to reduce contaminants in our waterways
- Leverage community resources for efficient use of funds

3.5. Ineligible Projects

The following projects will not be considered for funding:

- Projects located outside of Santa Clara County
- Feasibility studies
- Master planning
- Mitigation projects
- Projects designed to meet regulatory or permit obligations (unless proposed work is for project activities above and beyond required activities)
- Operations and maintenance of existing mitigation or enhancement projects

The funding amount is subject to change. Funds may not be used for:

- Pre-award costs
- Proprietary work of which the results cannot be released to the public

4. **PRE-PROPOSAL PUBLIC WORKSHOPS**

4.1. Grant Workshops

The District will hold two public information workshops to provide overview of the grant, application guidelines and process, including a demonstration of the District's recently implemented web-based grant administration system that all parties will be required to use to submit their applications. Participation is recommended but not mandatory.

December 7, 2017, 9:00 – 10:30 a.m.
Location: Headquarters Bldg, Room A-143
5700 Almaden Expressway
San Jose, CA 95118

December 14, 2017, 5:00 p.m. - 6:30 p.m.
Location: Headquarters Bldg, Room A-143

**5700 Almaden Expressway
San Jose, CA 95118**

NOTE: Please RSVP to grants@valleywater.org at least 3 days prior to the workshop to ensure there will be adequate space for all. Please be sure to indicate: "Safe, Clean Water Workshop RSVP" in the subject field of the RSVP email.

Questions:
Sherilyn Tran, Grants Program Administrator
Ph: (408) 630-2772
Email: grants@valleywater.org

5. KEY DATES AND DEADLINES

Activity	Schedule
Release the Request for Proposal (RFP)	November 1, 2017
Preproposal Workshops	December 7, 2017 December 14, 2017
Deadline for online grant proposal submission	January 12, 2018 @ 11:59pm
Review and evaluate grant proposals by a panel of District staff and external members	January – March 2018
Present evaluated proposals and recommend grant awards to District Board of Directors for approval	May 2018
Send out notice of funding to new grantees	May 2018
CEO executes grant/partnership agreements	June 2018

Projects must be completed within three years following the execution of the Agreement.

6. APPLICATION PREPARATION & SUBMISSION

6.1 Online Application

- Application submissions** - All grant applications must be submitted electronically through the web portal <https://applygrants.valleywater.org/>
- Grant Applications deadline** – Online application and all supporting documentation must be submitted by **Friday, January 12, 2018, 11:59 p.m. (PST)**.
- Late Submittals** - The District will not accept grant applications after the grant due date/time. Further, the District will not be responsible for slow and/or delayed grant application submissions regardless of whether it is caused by, but not limited to, the World Wide Web, Internet Service Provider, third party system, or District security system or infrastructure.
- District Contact** - All questions shall be directed to the Grants Program Administrator, Sherilyn Tran, via email at grants@valleywater.org.

7. STANDARD PROVISIONS AND INSURANCE REQUIREMENTS

The following outlines key provisions in the District's standard grant agreement.

7.1. General Provisions

- a) Grant Agreement should be signed and fully executed between the Grantee and the District by **June 30, 2018**.
- b) Grantee should complete funded Project and submit final documentation within the Project Performance Period and before the expiration of the Grant.
- c) Grantee may submit reimbursements for work within the Project Performance Period, beginning upon execution of Grant Agreement by both Parties and no later than end of the expiration of the Agreement.
- d) All grant funds not expended by Grant shall revert to the Safe, Clean Water and Natural Flood Protection Program reserve fund and be available for reallocation by District to other projects as deemed appropriate.
- e) Grantee must own the land or hold a lease or other long-term interest in the land that is the subject of the Project. Exceptions to the rule include projects proposing use of District owned land, such as use of a maintenance road for a multiple-use trail; in which case a Joint Use Agreement would be required prior to construction and opening to public access.
- f) Maintain and operate the property funded pursuant to the Grant Agreement for a period that is commensurate with the type of Project and the proportion of funds or property allocated to the capital costs of the Project. A lease or other short-term agreement cannot be revocable at will by the leaser.
- g) Grant funds are not available for expenditure until they are authorized by the District Board of Directors and appropriated via a contract (i.e., Grant Agreement) that has been executed between District and Grantee. Pre-award expenditures are not covered.
- h) Matching funds may include cash and/or in-kind services, however shall not include District resources.
- i) Grantee may spend up to 20% of the Project Funding Amount for non- construction costs, including project administration, CEQA compliance, permits, plans, specifications, and design.
- j) Benefit rates shall be limited to 20% of labor rates.
- k) Overhead costs shall be limited to 10% of labor costs.
- l) Insurance shall be required to be provided by Grantee, at the expense of the Grantee as outlined in the Grant agreement
- m) Prior to commencement of construction, the Grantee must complete the CEQA process and provide documentation (where applicable). The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- n) Grantee shall comply with all applicable laws and regulations affecting development projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- o) Where Project proponents are posting funder's signs upon Project completion, the District's contribution shall be acknowledged

7.2 Insurance Requirements (see Appendix H)

Grantee shall adhere to the insurance requirements detailed in **Appendix H**.

Final insurance requirements will be issued on a case-by-case basis for each Project. Details will be included as part of the Grant Agreement.

8. GRANT PROCESS

1. District releases online application for grant proposals on **November 1, 2017**.
2. Applicants submit grant proposals online by **January 12, 2018 @ 11:59pm**.
3. District evaluates all grant applications based on Eligibility and Evaluation Criteria using a review team of District staff and external members.
4. The review team's recommendations are presented to the District Board of Directors for funding approval.
5. Following the Board approval of the grant awards, District will inform the Applicants of grant awards and will begin contract negotiations for execution of Grant Agreement. The District and Applicant/Grantee complete execution of the Grant Agreement latest no later than **June 30, 2018**.
6. Grantee commences work on the Project and submits invoices upon completion of tasks for reimbursement. Final 10% (ten percent) of reimbursement is held as retention until project completion.
7. Grantee completes the Project.
8. Grantee presents completed project to District Board.
9. Grantee submits the final invoice, including Notice of Completion.
10. District makes a final on-site project inspection.
11. District processes the final payment.
12. District may perform an audit of the completed Project.

9. GRANT ADMINISTRATION POST AWARD PROVISIONS

9.1 Changes to Project Scope and Schedule

District will not approve changes in the Project Scope and Project Schedule unless the revision supports the original Application. Revisions to the Project scope/description and schedule following execution of a Grant Agreement requires a written amendment executed by both parties. Requests for amendment must be received a minimum of 60 days prior to expiration of an executed agreement. Changes do not allow for an increase in grant funds awarded.

Should additional funds be required, the Grantee may re-apply for such funds in future funding cycles.

9.2 Project Withdrawals

Grantee may withdraw a Project with notification to District in writing. Any paid invoices will be required to be repaid to District within 45 days of withdrawal notification.

9.3 Payment Process

Safe, Clean Water is operated on a reimbursement basis. Up to 90% may be requested for reimbursement, with the final payment (10%) coinciding with completion of the Project. Grantee may invoice the District as often as once a month.

9.4 Payment Request Forms

Requests for payment are submitted on Payment Request Form (APPENDIX E), along with Project Status Report Form (APPENDIX F), and Project Invoice (APPENDIX G) and. Any request for reimbursement must be accompanied by documentation to support charges (i.e., subcontractor invoices, receipts, etc.), and proof of accomplishments for those tasks being charged against.

9.5 Loss of Funding

The following actions may result in a Grantee's loss of funding:

- a) Grantee and District fail to enter into a Grant Agreement by June 30, 2018
- b) Grantee fails to complete the Project and/or fails to submit all documentation within the grant timeframe specified under Agreement Term of the Grant Agreement.
- c) Grantee fails to utilize the funds for the purposes designated in the Grant Agreement
- d) Grantee submits misleading or inaccurate information in the application leading to a project that is not feasible.

9.6 Site Visits

Grantee shall permit periodic on-site visits by District staff, including a final inspection of the Project facilities, to evaluate consistency with the approved Project Scope.

9.7 Public Access

Grantee shall provide for public access to the Project lands and/or facilities as deemed appropriate and described in the Project Scope, in accordance with the intent of the Safe, Clean Water.

9.8 Project Completion

Upon project completion, Grantee submits the final payment request, final Project costs, and certification that Project is complete (i.e., Notice of Completion). The Grantee will also provide a presentation to the District Board of Directors and a final project factsheet to be posted on the District's website.

9.9 District Board of Directors Involvement

Thirty days prior to any event and/or ceremony related to projects which have received grant funding from the District, Grantee shall provide the District Board Directors an opportunity to designate a person to speak at such event and/or ceremony. Events shall include, but are not limited to, groundbreaking ceremonies, project opening ceremonies, and any other event where similar public officials with an interest in the Project receive an invite. Grantees shall also present their completed Project to the Board via a short oral or written presentation.

9.10 Audit Provisions

1. Audit Purpose

Projects are subject to audit by District for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of Grantee as they relate to the Project for which the funds were granted. Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to an auditor. Grantee shall also provide a representative having knowledge of the Project to assist the auditor. Grantee shall provide a copy of any document, paper, record, or the like requested by District.

2. Financial Statements

Upon request, non-profits should provide the IRS Form 990 or internally-prepared financial statements (preferably audited) for the previous two years; upon request, schools, school districts and public agencies should provide the annual budget for the previous two years.

3. Accounting Requirements

Grantee shall maintain an accounting system that does the following:

- i. Accurately reflects fiscal transactions, with the necessary controls and safeguards
- ii. Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- iii. Provides accounting data so the total cost of each individual Project can be readily determined

4. Records Retention

In addition to the three-year retention of Project records, all Project records must be retained by Grantee for at least one year following the audit.

**ATTACHMENT 1
MINIMUM REQUIREMENTS & EVALUATION CRITERIA**

MINIMUM REQUIREMENTS	
1.	All checklist items complete by application due date: <ul style="list-style-type: none"> • Online proposal • Project Scope (see Appendix A) • Schedule (see Appendix B) • Budget (see Appendix C) • Resolution (see Appendix D)
2.	Identifies as one of the following entities: <ul style="list-style-type: none"> • Local cities, towns, and county agencies • Local non-profit organizations with a 501(c)(3) tax exempt status • Local non-profits without a 501(c)(3), but can demonstrate that they are an affiliate of a non-profit organization that possesses a 501(c)(3) tax exempt status • Open space districts • Mutual water agencies/districts (public, non- profit) • Resource conservation districts • Schools, community colleges and universities (public, non- profit)
3.	Project is in Santa Clara County
4.	Proposed project focuses on at least one of the following priority themes: <ol style="list-style-type: none"> a) Implement specific pollution prevention or reduction activities identified in existing countywide or regional plans b) Increase the permeability of urban areas c) Increase trash free areas in riparian areas d) Prevent pharmaceutical waste and other pollutants from entering our waterways
5.	Identifies the rationale for the project as discretionary and not required per other applicant obligations. The proposed project does not fill regulatory or permit obligations, or if the project includes required activities, that grant funding will only be used for work being done in addition to required activities.
6.	Demonstrate tentative concurrence by project partners, including the District, where a project is proposed.
7.	Consistent with District Act and Mission. All projects must support or enhance flood protection or water supply per the District Act.
8.	Eighty percent or greater of project grant request must be focused on implementation with a tangible result
9.	Identifies appropriate maintenance and monitoring for proposed project
10.	Project includes a minimum 25% match fund (25% of total project cost) prior to District funding.
11.	Project will be completed within three years following the execution of the Agreement

**ATTACHMENT 1
MINIMUM REQUIREMENTS & EVALUATION CRITERIA**

PROJECT EVALUATION CRITERIA							
Criteria	Criteria Name	Low (0-3)	Moderate (4-7)	High (8-10)	Weight	Max Score	
1	<p><u>PROJECT GOALS & THEMES</u> Proposed project implements pollution prevention, reduction, removal, remediation or improvement activities, either independently or collaboratively. Project may focus on physical improvements under B3 and <u>priority themes</u> as listed:</p> <ul style="list-style-type: none"> • Implement specific pollution prevention or reduction activities identified in existing countywide or regional plans • Increase the permeability of urban areas • Increase trash free areas in riparian areas • Prevent pharmaceutical waste and other pollutants from entering our waterways 	Project identifies which specific pollutant is the target of the project	No identification of a specific pollutant(s) as the focus of the project	Project addresses pollutants in priority reaches or areas identified in TMDL or 303d listings	Project addresses pollutants in priority reaches or areas beyond TMDL or 303d listings	0.25	2.5
		Project clearly states how it will prevent, reduce, remove, or remediate the identified pollutant	Able to link project to the District's One Water Objectives (Appendix J)	General description and some specifics of project methods and process for addressing the identified pollutant(s)	Clear and specifics description of project methods and process for addressing the identified pollutant(s)	0.25	2.5
		Physical projects that bring long-lasting solutions beyond the life of the grant funding	Project provides solutions lasting only the life of the grant	Project provides solutions lasting beyond the life of the grant by 1-2 years	Project provides solutions lasting beyond the life of the grant by 3+ years	0.25	2.5
		Establish baselines to account for existing conditions versus new conditions to measure success	No baseline data identified to measure success	Some baseline data identified to measure success	Systematic baseline data identified to measure success of project objective	0.25	2.5
		Maintenance and monitoring	Maintenance and monitoring component identified with no funding source	Maintenance and monitoring component identified with funding source	Maintenance and monitoring component identified, including parameters to be monitored and funding source	0.25	2.5

**ATTACHMENT 1
MINIMUM REQUIREMENTS & EVALUATION CRITERIA**

2	<p><u>CONNECTIVITY</u> Where applicable, project demonstrates connectivity of two or more related activities consistent with Priority B objectives</p>		No identified connectivity	Connectivity with other planned enhancements, open space, or habitat areas	Demonstrated connectivity with existing enhancements, open space, or habitat areas	0.25	2.5
3	<p><u>PROJECT SCOPE</u> Proposed project includes a well-defined scope (see Appendix A) with clearly identifies the following:</p> <ul style="list-style-type: none"> • Project description • Tasks • Deliverables • Success measures Outreach/presentation to District Board of Directors 		Most deliverables and associated tasks, success measures are clearly defined	All deliverables and associated tasks, success measures are clearly defined	All deliverables and associated tasks, success measures, and change management tasks are clearly defined	0.75	7.5
4	<p><u>PROJECT SCHEDULE</u> Proposed project includes a well-defined schedule (see Appendix B), including:</p> <ul style="list-style-type: none"> • Tasks • Milestones • Deliverables • Performance measures • Project related events • Outreach/presentation to District Board of Directors • Close-out 		Target completion date, key milestone dates (including key events or board presentation dates) are clearly identified	Clear base schedule along with identification of critical path items.	Clear base schedule along with identification of critical path items, and ways to address anticipate schedule slip.	0.75	7.5
5	<p><u>PROJECT BUDGET</u> Proposed project includes a well-defined budget that clearly identifies the following</p> <ul style="list-style-type: none"> • Tasks • Resources • Matching funds 	What tasks are included and which are requested for reimbursement through this grant?	Most budget items align well with those described in scope and schedule	All budget items align well with those described in scope and schedule	Identified budget items for change management beyond well-defined budget.	0.75	7.5
		Level of matching funds (% of total project cost)	25-30% matching funds	31 to 50% matching funds	51% or greater matching funds	0.75	7.5
		Unit cost is reasonable, effective and efficient	Identified unit cost	Identified unit cost and provided benchmark data	Identified unit cost, provided benchmark data, and demonstrated	0.5	5

**ATTACHMENT 1
MINIMUM REQUIREMENTS & EVALUATION CRITERIA**

					competitiveness against cost effectiveness		
6	<p><u>PROJECT READINESS</u> Readiness of CEQA documents (Categorical Exemption required where a Negative Declaration or EIR is not required)</p> <p>Readiness of Permit documents (if permits are not required give full points)</p>	Notation of CEQA in project application with no clear date of expected completion	Planned completion of CEQA within 1 year of signed agreement	Completed CEQA	0.75	7.5	
		Notation of permits in project application with no clear date of expected completion	Planned completion of permits within 1 year of signed agreement	Completed permits	0.75	7.5	
7	<p><u>LIKELIHOOD OF PROJECT SUCCESS</u> Project team has clearly defined roles and responsibilities, and worked successfully from project planning to project completion in the past</p> <p>Assess whether the applicant has applied for grant opportunities (District and otherwise) previously and been successful</p>	Project team has clearly defined roles and responsibilities	Project team worked together on project proposals in the past.	Project team has completed projects successfully.	0.5	5	
		Applicant has no experience in applying for grants, District or otherwise	Experience includes having applied and received but not yet completed a grant project	Experience includes having applied, received, carried out a grant project successfully	0.5	5	
8	<p><u>ENCOURAGES COOPERATIVE EFFORTS</u> Assesses how many organizations would benefit and how the project improves coordination</p>	Experience working together collaboratively with other organizations	Worked together for one or more planning or funding proposals	Completed one project working together as a team.	Worked together for 2 or more completed projects.	0.5	5
		Authorization and coordination with land owners or land use planning processes.	No coordination with land owner and land use agencies	Letter of intent or draft resolution with scheduled dates for approval by land owners and land use agency where appropriate	Resolution or support by land owner or land use agency where appropriate	0.5	5
9	<p><u>KNOWLEDGE SHARING</u> Project demonstrates creativity for knowledge/information</p>	What mechanisms in place to share the successes and learning throughout the Project	No knowledge sharing beyond project reporting	Quarterly updates incorporated into a project website.	Posting of reports or pictures of project factsheets at a project website through periodic newsletters	0.75	7.5

**ATTACHMENT 1
MINIMUM REQUIREMENTS & EVALUATION CRITERIA**

	<p>sharing</p> <p>Proposed project includes educational opportunities/ outreach (i.e. outreach in underserved communities, planting seedlings, educational plaques, partnerships with schools and other educational programs) while carrying out physical project improvements</p>	<p>What educational opportunities are included in the project?</p>	<p>Project does not include educational opportunities</p>	<p>Project includes passive educational opportunities (i.e., installation of interpretive signage)</p>	<p>Project includes active educational opportunities (i.e., engagement through meetings, workshops, class visits, etc.)</p>	<p align="center">0.75</p>	<p align="center">7.5</p>
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APPENDIX A – PROJECT SCOPE

The District's 2018 Safe, Clean Water Grant Program for **Priority B3 Pollution Prevention Partnerships and Grants** is based on a reimbursement model, and will require a detailed Project Scope that includes a general description, response to evaluation criteria and tasks and subtasks for measuring and auditing progress and the subsequent allocation of funds to Grantee. The description and possible attachments should include, but is not limited to, the following:

1. **Site location**
 - a) Location map and site plan (City, Watershed, Adjacent water bodies and creeks)
 - b) Specific location of Project (cross street to cross street is generally an easily identifiable Project reach) with Project access described
 - c) Photos of Project site (optional)
2. **Project tasks, including deliverables and milestones**
 - a) Tasks and Deliverables should directly link to project benefits
 - b) Tasks and subtasks should be identified for the Project Scope in such a way that the District may monitor Grantee progress on the approved project. The detail in which this is done is at Grantee discretion
 - c) Separate tasks and subtasks shall include cost estimates and shall be the basis for reimbursement in invoicing
3. **Measurable outcomes or project benefits**
 - a) Proposed improvements e.g., tons of trash to be removed, outreach materials to be produced, hosting public meeting/events, number of participants/volunteers to be engaged, survey results etc. Measurable outcomes should link to tasks and deliverables.
 - b) Estimated duration for project completion
4. **Existing Agreements**

Please provide list of agreements (including project name, project location, brief description, funding program, year, amount, % of completion, and funding expiration date) with the District, how this project relates to these existing agreements (if applicable).
5. **Project Team**
 - a) Identify key members of the team with working titles at a minimum
 - b) Describe the roles and responsibilities of the team proposed for the Project team
6. **Project operation and maintenance**
7. **Plans for Project monitoring or change management** (where applicable)
8. **Other information as appropriate**

APPENDIX A – PROJECT SCOPE

9. **Evaluation Criteria**

Grant Program's Minimum Grant Requirements and Project Evaluation Criteria (Attachment 1) are the primary means for evaluating a project proposal. Thus, a clear concise project scope that addresses each of the criteria will aid the Applicant in presenting a satisfactory proposal to the District for consideration of funding.

APPENDIX B – PROJECT SCHEDULE

Project Schedule shall include the following:

1. List of tasks consistent with Project Scope
2. Project start date
3. Project end date (within three years of Agreement execution)
4. Start and end dates for each task
5. Major milestone (i.e. deliverables based on tasks)
6. Chart depiction of schedule

APPENDIX C – PROJECT BUDGET

BUDGET						TOTAL PROJECT COST				SCVWD GRANT FUNDING				
Organization:						Total Project Costs (For Service Period)	Grantee Project Contributions	Other Project Contributions	SCVWD Grant Request	TASK 1 Planning	TASK 2 Design	TASK 3 Construction	TASK 4 Project Management	TASK 5 Etc
Project Title:														
Personnel Services:										[NOTE: Specific tasks at discretion of Grantee, however, tasks should directly tie to Appendix A.]				
	Salary	Salary	Salary	Benefits Rate		Salaries + Benefits								
Employee (Classification/Title)	Hourly Rate	Hours	Amount	%		Amount								
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APPENDIX D – SAMPLE RESOLUTION

Resolution No: _____

RESOLUTION OF THE _____
(Title of Grantee's Governing Body)

1. 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 2018 Safe Clean Water Priority B3 Grant Program, which provides funds for cleanup, education, outreach and watershed stewardship activities;

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 (Grantee's Governing Body) 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 (designated position) _____ 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 ___ day of _____, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Applicants Governing Body) following a roll call vote:

**AYES
NOES
ABSENT**

(Clerk)

APPENDIX E – 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	\$ <u> </u>
e. Remaining Funds After This Payment (c. minus d.)	\$
3. SEND PAYMENT TO:	
<i>Grantee Name</i>
<i>Street Address</i>
<i>City, State, Zip Code</i>
<i>Attention</i>
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:	<i>Title</i>
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	<i>Date</i>
FOR SANTA CLARA VALLELY WATER DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	<i>Date</i>

APPENDIX F – PROJECT STATUS REPORT

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 (GRANTEE)

Safe, Clean Water and Natural Flood Protection Program

Please refer to the insurance requirements listed below.

Without limiting the Grantee's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), 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:

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. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

In addition to certificates, Grantee must furnish District with copies of 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 District before work commences.** In the event of a claim or dispute, District 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.

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

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Grantee must 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.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Grantee's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Grantee's insurance and must not contribute to it.

APPENDIX H – INSURANCE (GRANTEE)

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.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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. Other public entities may also be added to the additional insured endorsement as applicable and the Grantee will be notified of such requirement(s) by the District.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)

2. **Primacy Clause:** Grantee's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days' notice of cancellation, (10 days' notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
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 the District's Risk Management Administrator.

APPENDIX H – INSURANCE (GRANTEE)

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, 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.
6. **SubGrantees:** Should any of the work under this Agreement be sublet, the Grantee must require each of its subGrantees of any tier to carry the aforementioned coverages, or Grantees may insure subGrantees under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of the District must not be deemed to release or limit any liability of Grantee. Damages recoverable by the District 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:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees on to waive subrogation against the District to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213

APPENDIX I - DEFINITIONS

Safe, Clean Water and Natural Flood Protection Program

The terms used in this Procedural Guide shall have the following meanings, unless otherwise stated:

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

Interested Party: An agency or organization requesting funding through this Grant Program.

Application: The individual Grant Application Cover Sheet and its supporting documentation to this Grant Program. 2017 Safe, Clean Water and Natural Flood Protection Program for Priority B3 – (*POLLUTION PREVENTION PARTNERSHIPS AND GRANTS*)

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

Construction Costs: Expenses directly resulting from new construction of physical works. Maintenance work where existing facilities are replaced in kind is not considered construction.

Development: Means improvements to real property by construction of new facilities or additions to existing facilities.

Direct Costs: Project expenses attributable only to the Project itself such as construction costs.

District: Santa Clara Valley Water District

Environmental Enhancement: Action taken by the District that benefits the environment, is NOT mitigation, and is undertaken voluntarily. Enhancement actions may include environmental restoration, rehabilitation, preservation, or creation. In instances where enhancements are in the same vicinity as a mitigation project, actions must exceed required compliance to compensate for environmental impacts to be considered environmental enhancements.

Grantee: an agency or organization receiving funding from this Program, as determined appropriate by the District Board of Directors.

2018 SCW Grant Program: Safe, Clean Water and Natural Flood Protection, Priority B3 Grant Application.

APPENDIX I - DEFINITIONS

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

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

Non-construction Costs: Project-related expenses that do not result in a Capital Improvement but are considered necessary to achieve the Project Scope, e.g., permit application fees, signage, or public outreach.

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

Project: The planned activity, or development to be accomplished with District grant funds. If the activity is part of a larger effort, clear delineation must be shown for the scope, schedule, and budget of what the District is funding.

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

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

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

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

APPENDIX J – ONE WATER OBJECTIVES

ONE WATER OBJECTIVES			
Objective Icon		Objective Statement	Objective Description
	A	Reliable Water Supply: Reliable Current and Future Water Supply for Urban, Rural, Agricultural, and Environmental Needs	A diverse mix of water supplies, demand management, and a flexible and reliable interconnected water supply and infrastructure system.
	B	Sustainable Groundwater: Sustainable Groundwater Sub-basins	Groundwater sub-basins provide critical storage to meet demands during water shortages. The coordinated use of multiple supply sources maintains and augments groundwater. Conservation and the use of surface water supplies and recycled water provides in-lieu recharge by offsetting demands on groundwater. Sustainable groundwater management supports urban, rural, agricultural, and environmental water supply needs.
	C	Water Quality: High Quality Surface Water and Groundwater	Water in the reservoirs, creeks, Bay and groundwater sub-basins is of high quality.
	D	Flood Risk Reduction: Reliable and Effective Flood Risk Reduction Using an Integrated Approach	Promote and practice flood management that reduces flood risk to people and property and maintains and enhances natural creek corridor and floodplain functions using an integrated approach that values flow and the land that conveys, absorbs and relies on it.
	E	Expanded Floodplains: Expanded and Protected Buffer Lands Adjacent to Water Bodies	Buffer lands adjacent to creeks, reservoirs, the bay, and other water bodies that allow for natural creek meanders, periodic safe and appropriate overbanking, support natural processes, provide for water-to-land habitat transitions, and encourage resource-sensitive recreation opportunities where appropriate.
	F	Supportive Stream Flows: Stream Flows Support Natural Processes	A regionally-, climate- and locationally-appropriate variety of surface flow patterns – in magnitude, timing and duration – to support native habitat complexity and diversity, transport sediment and maintain natural life-cycle cues for fish and other aquatic and riparian organisms.
	G	Resilient Habitats: Resilient Habitats and Resources for Native Species	Enhance and maintain natural environments in and around creeks, wetlands, baylands, and other water bodies.
	H	Climate Change: Adapt to and Prepare for Climate Change	Climate change/global warming effects include temperature increases, precipitation changes and sea level rise. The effects may decrease water supply and increase droughts, increase flooding, increase wildfires, and cause biological stress.
	I	Emergency Preparedness: Anticipate and Prepare for Emergencies	Water resource emergencies of concern include: flooding, drought, earthquake, fire, other natural hazards, contamination of drinking water supply, failure of infrastructure, and attack or accident. Emergencies can provide an opportunity to improve water resource conditions.
	J	Community Engagement: Active and Ongoing Community and Tribal Engagement	Carry out effective community engagement by inviting public participation in District Board decision-making processes and showing respect for all communities including Native American tribes and disadvantaged communities.