

ACCESS TO TRAILS & OPEN SPACE (D3)
2021 STANDARD GRANT GUIDELINES



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



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1. ABOUT SANTA CLARA VALLEY WATER DISTRICT

The Santa Clara Valley Water District (Valley Water) 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.

Valley Water was created by an act of the California Legislature, and operates as a state of California Special District, with jurisdiction throughout Santa Clara County. Valley Water'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 percent. The existing 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, ELIGIBILITY, FUNDING

3.1. Purpose

The *Access to Trails & Open Space Grants* (Priority D3) are for activities that provide open space access and access to creekside trails or trails that provide a significant link to the creekside trail network.

3.2. Funding

In the 2021 grant cycle, a total of \$571,000 in grants is available.

- Minimum grant amount for each project: \$25,000.
- Valley Water Board of Directors reserves the right to approve full or partial funding of the requested amount.
- Length of funding: all projects must be completed within five years following the execution of the agreement.

Not all projects that meet minimum requirements are guaranteed to 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 percent of the reimbursable amount will be retained until project completion.

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

3.3. Eligible Applicants

Eligible entities could include:

- Local cities, towns, and county agencies
- Local nonprofit organizations with a 501(c)(3) tax exempt status
- Local nonprofits without a 501(c)(3), but can demonstrate that they are an affiliate of a nonprofit organization that possesses a 501(c)(3) tax exempt status
- 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. Eligible Projects

Proposed projects under Priority D3 must be located within Santa Clara County and provide one of the following benefits:

- Provide open space access
- Provide access to creekside trails or trails that provide a significant link to the creekside trail network

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 grant funding is for project activities above and beyond required activities)
- Operations and maintenance of existing mitigation or enhancement projects
- Land acquisition, unless parcel(s) or title acquired will be specifically deemed for use in habitat or species restoration or protection

3.6. CEQA Compliance

As a public agency, Valley Water is required to comply with the California Environmental Quality Act. Applicants should note, CEQA requires Valley Water to analyze a project's potential environmental impacts. Applicants should provide as much detailed information as reasonable about the project activities, including details about site locations and access routes, species and habitat(s) that could be affected, ground disturbing activities, work schedule, and any environmental concerns that may exist.

Implementation projects must have CEQA completed prior to the awarding of any funds (when applicable). If CEQA is not complete, upon execution of the grant agreement, grantee may work on and invoice Valley Water for eligible costs related to planning and design. **PLEASE NOTE:** Up to 20 percent of the total award amount may be used for planning and design purposes, and the remaining 80 percent must be spent on implementation.

If the grantee is the lead agency, Valley Water is required to act as a responsible agency. The lead agency must provide CEQA documentation to Valley Water.

4. PRE-PROPOSAL WORKSHOPS

Valley Water will hold two pre-proposal workshops to provide overview of the grant program and funding available, application guidelines and process, including a demonstration of Valley Water's recently implemented web-based grant administration system (Fluxx) that all parties will be required to use to submit their applications. Participation is recommended but not mandatory.

October 14, 2020, 1:00–2:30 p.m.

Register for the online Zoom session:

https://valleywater.zoom.us/webinar/register/WN_E5djuTL7QT2B4FzJ_o-edA

October 22, 2020, 10:00–11:30 a.m.

Register for the online Zoom session:

https://valleywater.zoom.us/webinar/register/WN_tYnG1kdLQiyY871QVq8a_w

NOTE: Please RSVP to grants@valleywater.org and register at the links above to receive the online Zoom meeting link.

Questions:

Kristen Yasukawa, Supervising Program Administrator

Phone: (408) 604-5356

Email: grants@valleywater.org

5. KEY APPLICATION DATES AND DEADLINES

Activity	Schedule
Release the Request for Proposals (RFP) and open application for online submission	September 28, 2020
Pre-proposal workshops	October 14, 2020 October 22, 2020

Deadline for online grant proposal submission	December 1, 2020 at 11:59 p.m. (PST)
Review and evaluate grant proposals by a panel of Valley Water staff and external members	December 2020–January 2021
Present evaluated proposals and recommend grant awards to Valley Water Board of Directors for approval	February–March 2021
Send out notice of funding to new grantees	April 2021
CEO executes grant agreements	May–June 2021

NOTE: The above dates are subject to change.

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

A minimum of 70 points must be obtained to be recommended for funding (see Attachment 1 for the evaluation criteria and grant funding allocation matrix).

6. APPLICATION PREPARATION & SUBMISSION

6.1. Online Application (see Attachment 2 for instructions)

- a. **Application submissions** – All grant applications must be submitted electronically through the web portal valleywater.fluxx.io.
- b. **Grant Applications deadline** – Online application and all supporting documentation must be submitted by **Tuesday, December 1, 2020, at 11:59 p.m. (PST)**.
- c. **Late Submittals** – Valley Water will not accept grant applications after the grant due date/time. Further, Valley Water 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, Fluxx or Valley Water security system or infrastructure.
- d. **Valley Water Contact** – All questions shall be directed to the Supervising Program Administrator, Kristen Yasukawa, via email at grants@valleywater.org.

7. STANDARD PROVISIONS AND INSURANCE REQUIREMENTS

The following outlines key provisions in Valley Water’s standard grant agreement.

7.1. General Provisions

- a. Grant Agreement should be signed and fully executed the Grantee and Valley Water by **June 30, 2021**.
- b. Grantee should complete funded Project and submit final documentation within the Project Performance Period and before the expiration of the Grant Agreement.

- 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 Grantee shall revert to the Safe, Clean Water and Natural Flood Protection Program reserve fund and be available for reallocation by Valley Water 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 Valley Water 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. Grantee is responsible for obtaining proper Valley Water encroachment permits to access and for proposed improvements on Valley Water property prior to commencing of proposed work.
- g. 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.
- h. Grant funds are not available for expenditure until they are authorized by Valley Water Board of Directors and appropriated via a contract (i.e., Grant Agreement) that has been executed between Valley Water and Grantee. **Pre-award expenditures are not covered.** **NOTE:** Grantees are advised not to commence Project until Grant Agreement has been fully executed by both parties. Expenditures incurred outside of the term of the Grant Agreement will not be eligible for reimbursement.
- i. Matching funds may include cash and/or in-kind services, however shall not include Valley Water resources. **NOTE:** No more than seventy-five percent (75%) of the total match expenditures may be in the form of third-party in-kind contributions.
- j. Grantee may spend up to 20 percent of the Project Funding Amount for non-construction costs, including project administration, CEQA compliance, permits, plans, specifications and design.
- k. Benefit rates shall be limited to 20 percent of labor rates.
- l. Overhead costs shall be limited to 10 percent of labor costs.
- m. Insurance shall be required to be provided by Grantee prior to contract negotiations, at the expense of the Grantee as outlined in the Grant Agreement
- n. Prior to construction and/or billing for eligible construction related costs, the Grantee must complete the CEQA process and provide

documentation (where applicable). The required documentation must include one of the following:

- (1) Notice of Exemption
- (2) Negative Declaration
- (3) Environmental Impact Report

If a Negative Declaration was adopted or an Environmental Impact Report was certified for the proposed project, a Notice of Determination along with the filing receipt must be provided.

NOTE: The Grantee is responsible for all fees/cost associated to the CEQA process even if Valley Water acts as the lead agency. If the grantee is the lead agency, Valley Water will act as a responsible agency. Therefore, the grantee must provide CEQA documentation to Valley Water.

- o. Prior to beginning implementation of a grant project, the grantee is responsible for procuring any permits associated with said project. Grantee must also provide documentation and/or copies of the permits to Valley Water staff.
- p. Grantee shall comply with all federal, state, and local laws and regulations, and Valley Water policies, rules and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- q. All collateral materials associated with the grantee's project, including, but not limited to signage, educational and marketing materials, must contain Valley Water's logo. Where a Grantee posts a funder's sign at the Project site, the sign shall contain acknowledgment of Valley Water's contribution. **NOTE:** All signage and collateral materials must be reviewed and approved by Valley Water prior to the usage of logo.

7.2. Insurance Requirements (see Attachment 4)

Grantee shall adhere to the insurance requirements detailed in **Attachment 4**.

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

8. GRANT PROCESS

- a. Valley Water releases online application for grant proposals on September 28, 2020.
- b. Applicants submit grant proposals online by December 1, 2020, at 11:59 p.m. (PST).
- c. Valley Water evaluates all grant applications based on Eligibility and Evaluation Criteria (see Attachment 1) using a review team of Valley Water staff and external members.

- d. Valley Water Grants Program staff will make funding recommendations to the Valley Water Board of Directors based on the review team's scores and the grant funding allocation matrix (see Attachment 1). The Board will have the final approval on grant funding at a public Board meeting.
- e. Following the Board approval of the grant awards, Valley Water will inform the Applicants of grant awards and will begin contract negotiations for execution of the Grant Agreement. Valley Water and Applicant/Grantee complete execution of the Grant Agreement latest no later than June 30, 2021.
- f. Grantee commences work on the Project and submits invoices upon completion of tasks for reimbursement. Final 10 percent of reimbursement is held as retention until project completion.
- g. Grantee submits quarterly reports, with or without an invoice, during the duration of the grant agreement period. Reports must be submitted using the Fluxx grants management system using the sample template(s), attached hereto as Appendix E, F, and G, unless otherwise approved by Valley Water. Reports must include: a claim for reimbursement, invoices, interim deliverables/project documents, and a brief description of project status.
- h. Grantee completes the Project.
- i. Grantee submits a draft of the final report no later than thirty (30) days before expiration of the Grant Agreement. Grantee shall revise all or part of the report, if needed, based on comments from Valley Water. The final report is due on or before the expiration of the Grant Agreement unless otherwise approved by Valley Water in writing.
- j. Grantee presents completed project to Valley Water Board.
- k. Grantee submits the final invoice, including Notice of Completion (if applicable).
- l. Valley Water makes a final on-site project inspection. **NOTE:** Valley Water reserves the right to request site visits prior to completion of the project.
- m. Valley Water processes the final payment.
- n. Valley Water may perform an audit of the completed Project.

9. GRANT ADMINISTRATION POST AWARD PROVISIONS

9.1. Changes to Project Scope and Schedule

Valley Water 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. Any changes in scope will require an amendment to the original Grant Agreement and thus will require Board Approval.

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 Valley Water in writing. Any paid invoices will be required to be repaid to Valley Water within 45 days of withdrawal notification.

9.3. Payment Process

The grant program is operated on a reimbursement basis. Up to 90 percent may be requested for reimbursement, with the final payment (10 percent) coinciding with completion of the Project. Grantee may invoice Valley Water as often as once a month.

9.4. Payment Request Forms

All Payment Request Forms are available through Valley Water's Fluxx grants management system (valleywater.fluxx.io). Requests for payment are submitted on the Payment Request Form, along with Project invoice and Project Status Report Form using Fluxx. Any request for reimbursement must be accompanied by documentation to support charges (i.e., subcontractor invoices, receipts, photographs, 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 Valley Water fail to enter into a Grant Agreement by June 30, 2021.
- 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 Valley Water 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 Safe, Clean Water.

9.8. Project Completion

Projects must be completed within five years following the execution of the Agreement. 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 Valley Water Board of Directors and a final project factsheet and photographs to be posted on Valley Water's website.

9.9. Valley Water Board of Directors Involvement

Thirty (30) days prior to any event and/or ceremony related to projects which have received grant funding from Valley Water, Grantee shall provide the Valley Water 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

a. Audit Purpose

Projects are subject to audit by Valley Water 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 Valley Water.

b. Financial Statements

Nonprofits will be required to provide their IRS Form 990 and/or internally-prepared audited financial statements for the previous two years. Schools, school districts and public agencies will be required to provide their annual budget for the previous two years.

c. Accounting Requirements

Grantee shall maintain an accounting system that does the following:

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

d. 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.

e. Pre- and Post-Surveys

Any projects with a community outreach and/or an educational component will be required to submit pre- and post-surveys accounting for knowledge gained by program participants and demographic information including age, ethnicity, education level, and household income.

f. Project Extension Limits

Awarded projects are only allowed three (3) extensions to their corresponding agreement. Any additional extensions will **NOT** be considered.

ATTACHMENT 1

Minimum Requirements Qualifications & Evaluation Criteria

MINIMUM REQUIREMENTS	
1.	<p>All checklist items complete in Fluxx by application due date:</p> <ul style="list-style-type: none"> • Online Proposal • Project Scope • Project Budget • Resolution • 501(c)(3) Determination Letter • W-9 Form • Form 990 • Audited Financial Statements • Organizational Budget • Resumes of Key Staff
2.	<p>Identifies as one of the following entities:</p> <ul style="list-style-type: none"> • Local cities, towns, and county agencies • Local nonprofit organizations with a 501(c)(3) tax exempt status • Local nonprofits without a 501(c)(3), but can demonstrate that they are an affiliate of a nonprofit organization that possesses a 501(c)(3) tax exempt status • Open space districts • Mutual water agencies/districts (public, not for profit) • Resource conservation districts • Schools, community colleges, and universities (public, not for profit)
3.	Project must physically be located in Santa Clara County.
4.	Project is consistent with Safe, Clean Water Grant Program Priority D3 for New Access to Trails.
5.	Project creates new public access where it did not previously exist.
6.	Project includes a new creekside trail or a significant link to support the creekside trail network.
7.	Project does not inhibit Valley Water access.
8.	Project will be completed, following execution of Agreement, within five years.
9.	Project is consistent with District Act and Mission.
10.	Project can meet a minimum 25% matching fund (of total project cost) prior to Valley Water funding.
11.	Project applicant has provided evidence to show public outreach/communication about project.

ATTACHMENT 1
Minimum Requirements Qualifications & Evaluation Criteria (continued)

PROJECT EVALUATION CRITERIA					
Criteria #	Criteria	Low (0-3)	High (8-10)	Weight	Max Score
1	Applicant's readiness to begin the project.	Project plan ready for implementation within 5 years.	Project plan currently ready for implementation.	0.8	8
2	Status of CEQA process and obtaining of necessary permits.	Project timeline indicates CEQA process and/or other permitting has yet to be initiated	Project timeline indicates CEQA and other necessary permits have been obtained and project completion expected within the next 2 years.	0.4	4
3	Project minimizes impacts to the environment.	Project does not include measures to avoid and/or minimize negative impacts to the environment.	Project specifically designed with measures to <u>avoid</u> negative impacts to the environment, or has no negative impacts.	0.4	4
4	Applicant has a plan to maintain the project.	Maintenance plan for project not complete.	Maintenance plan for project is complete, long-term and specific.	0.4	4
5	Project supports additional benefits consistent with Valley Water's mission.	Project supports recreation only.	Project supports 2 or more objectives consistent with Valley Water mission other than recreation or the preservation of open space.	0.4	4
6	Project incorporates environmental restoration/enhancement activities and/or protects open space adjacent to trail.	Project does not incorporate restoration/enhancement activities or protect open space in the project description.	Project incorporates significant restoration/enhancement activities or protects open space in the project description.	0.8	8
7	Cost to Valley Water as a percentage of the total estimated project cost.	Project provides at least 25% matching fund (i.e., more Valley Water funding required).	Project provides >50% matching fund (i.e., less Valley Water funding required).	0.8	8
8	Miles of new trail/open space to be created for the amount of funding requested.	Project includes public access to <1 mile of new trail.	Project includes public access to >2 miles of new trail.	0.8	8
9	Project demonstrates its contribution to underserved communities, including the deficiency of similar recreational opportunities in the project area.	Project does not demonstrate benefit to an underserved area and/or fulfill a deficiency in recreational opportunities in its vicinity.	Project demonstrates benefits to an underserved area and/or fulfills a deficiency in similar recreational opportunities in its vicinity.	0.8	8

ATTACHMENT 1
Minimum Requirements Qualifications & Evaluation Criteria (continued)

PROJECT EVALUATION CRITERIA					
Criteria #	Criteria	Low (0-3)	High (8-10)	Weight	Max Score
10	Distribution of trail grant funds per entity and geographic area.	Project received prior trail grant funds from Valley Water.	Entity (and geographic area) has not received prior trail grant funding from Valley Water.	0.8	8
11	Demonstrates available access (public transportation, persons with disabilities, bicycle lanes, staging areas, access to public restrooms and public parking, etc.) and improves access to public areas.	Project does not demonstrate access to the project site and/or does not improve access to public areas.	Project demonstrates access to the project site and offers public access where it is otherwise poor and limited.	0.8	8
12	Demonstrate connectivity to the project site by connections between existing trails, parks, and open space or by being a part of a trail network.	Project is a standalone trail with no connections to existing trails, parks or open space.	Project includes a connection between existing trails, parks, and/or open space; and is part of a trail network.	0.8	8
13	Project demonstrates safe passage for public access to trails and open space, including street and bridge crossings.	Project does not demonstrate how public safety is taken into consideration.	Project demonstrates safe public access by recognizing and mitigating high traffic areas, tight corridors, publicly less visible areas, and areas of disrepair.	0.4	4
14	Project receives community support and demonstrates an understanding of the community served.	Project shows no support by the community (i.e., local officials, environmental groups, community groups).	Project enjoys community support from local officials and a broad range of community interests.	0.8	8
15	Project includes educational opportunities/outreach (i.e., planting seedlings, adopt-a-trail, educational plaques, cleanup, partnerships with schools, and educational programs).	Project does not include an element of educational opportunity/outreach.	Project includes a partnership with a school or the incorporation of an adopt-a-trail or other educational program.	0.4	4
16	Project offers multiple points of interest (historic, cultural, geographic, educational, or scenic) to the public.	Project acts singly as a means of recreation or transportation.	Project acts as a means of recreation AND transportation and incorporates at least one additional point of public interest.	0.4	4
TOTAL POINTS					100

ATTACHMENT 1
Minimum Requirements Qualifications & Evaluation Criteria (continued)

BONUS CRITERIA					
Criteria #	Criteria	Low (0)	High (5)	Weight	Max Score
1	<u>FINANCIAL STABILITY</u> More than half of the applicant's required matching funds come from a monetary source (not in-kind). Applicant shows strong financial stability to carry out the project.	0-49% of matching funds are from a monetary source.	50-100% of monetary funds are from a monetary source.	N/A	5
2	<u>DIVERSE APPLICANT POOL</u> The applicant has never received a prior Valley Water standard grant (excluding the mini-grant).	Applicant has received at least one standard Valley Water grant in the past.	Applicant has never received a standard Valley Water grant in the past.	N/A	5
3	<u>ENVIRONMENTAL JUSTICE</u> Proposed project scope of work includes serving/impacting a Disadvantaged Community (as defined by California's Environmental Protection Agency).	Scope of work does not indicate working in a Disadvantaged Community.	Scope of work clearly defines how a Disadvantaged community will benefit from the project.	N/A	5
TOTAL BONUS POINTS					15

Grant Funding Allocation Matrix		
Tier 1	70-100% Funding	85-100 points
Tier 2	30-69% Funding	70-84 points

When preparing the scope of work and planning the Project, applicants are encouraged to review Guidance for Trail Design (<https://www.valleywater.org/sites/default/files/WRPM%20Ch%203%20Trail%20Design.pdf>) contained in Guidelines and Standards for Land Use Near Streams, a list of constraints when working on trails project on or near Valley Water facilities, along with other best practices for trails design.

ATTACHMENT 2

Fluxx Grants Management System

All grant applications, reports and invoices will be submitted through Fluxx. Emailed submissions of those items will not be accepted.

WHY FLUXX?

- Streamline the Application, Invoicing and Reporting process for current grantees and prospective applicants
- Greater transparency and ability for applicants and grantees to track both their applications and reports/invoices through the approval process
- Ability for applicants to pull historical info on their respective organizations, including past grant applications

HOW TO REGISTER (for Prospective Grantees)

If your organization has never received a grant from Valley Water, you will have to register as a first-time user in Valley Water's Fluxx Grants Management System. To do so, please follow the subsequent steps:

- Please note that the information for organizations that have existing active grant projects will be automatically migrated into the Fluxx system. Thus, these organizations will not need to create a new account, and the Valley Water Grants staff will provide them with login credentials via email.
 1. Go to the Landing Page using the following link: valleywater.fluxx.io.
 2. Click the "Create an Account Now" button on the right side of the Landing Page.
 3. Fill out the Eligibility Questionnaire and click the submit button when you are finished. If you do not pass the Eligibility Questionnaire, you will not be able to register for an account or apply for a grant.
 4. Fill out the Organization Information and Primary Contact Information on the following page. When you are finished, click the Submit Request button at the bottom.
 5. Your registration request will be sent to the Valley Water Grants staff, and confirmation of its submission will be sent to you via the email you provide under Primary Contact Information. You will be notified of its approval via the same email, along with information on how to log in to the grantee portal.
 - Please note that this account is the master account for your organization, and the person attached to it via registration will be the primary contact for that account. If you would like to create accounts for other employees or associates of your organization or project, email the Valley Water Grants staff with the name(s) and email address(s) of the person(s) for

whom you would like to create account(s). Valley Water Grants staff will create an account for each person, link them to your organization, and send them temporary login credentials so they can access Fluxx.

HOW TO REGISTER (for Current and Past Grantees)

If your organization is a current or past grantee with Valley Water, please contact Valley Water Grants staff at grants@valleywater.org to retrieve your login credentials if they have not already been provided to you. **NOTE:** If you would like to assign additional login credentials to other staff members at your organization, please contact grants@valleywater.org.

**ATTACHMENT 3
Sample Resolution**

Resolution No. _____

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

**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 **FY2021** Safe Clean Water Priority D3 Grant Program, which provides funds for open space access and access to trails;

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 D3 of the Safe, Clean Water and Natural Flood Protection Program
2. Approves the acceptance of grant funds from Priority D3 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 _____, 20XX. 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)

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ATTACHMENT 4 Grantee Insurance Requirements

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

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 check-list of documents needed at end of this Grantee Insurance Requirement.

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

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

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment 4. 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 Attachment 4 insurance document.

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

3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. XXXXX**

IMPORTANT: The agreement or CAS number must be included. The agreement or CAS number will be provided upon execution of the grant agreement.

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

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

If Grantee receives any notice that any of the insurance policies, required by this Attachment 4 Insurance, 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 Attachment 4 Insurance 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:
2. **valleywater@ebix.com** Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. XXXXX**

IMPORTANT: The agreement or CAS number must be included. The agreement or CAS number will be provided upon execution of the grant agreement.

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.
- 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 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.
6. **SubGrantees:** The Grantee shall secure and maintain or shall be responsible for ensuring that all subGrantees 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.

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 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:						[NOTE: Specific tasks at discretion of Grantee, however, tasks should directly tie to Appendix A.]								
Personnel Services:														
	Salary	Salary	Salary	Benefits Rate	Salaries + Benefits									
	Hourly Rate	Hours	Amount	%	Amount									
Employee (Classification/Title)			\$ -	\$ -	\$ -									
			\$ -	\$ -	\$ -									
			\$ -	\$ -	\$ -									
			\$ -	\$ -	\$ -									
			\$ -	\$ -	\$ -									
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Indirect Overhead														
Limited to 10% of Salary + Benefits														
	Salary + Benefits Amount	Indirect Overhead Limit	Grant Qualified Overhead											
	\$ -	10%	\$ -			\$ -		\$ -						
Planning														
	Unit Cost	Unit of Measure	No. of Units	Amount										
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -	\$ -	\$ -					
Design														
	Unit Cost	Unit of Measure	No. of Units	Amount										
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -	\$ -	\$ -					
Construction														
	Unit Cost	Unit of Measure	No. of Units	Amount										
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -	\$ -	\$ -					
Other Costs														
Please Describe:														
	Unit Cost	Unit of Measure	No. of Units	Amount										
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -							
				\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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APPENDIX E Sample Invoice Template

INVOICE					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:				(Date thru Date)									
Invoice #	Invoice Date:	Service Period:											
[NOTE: Specific tasks at discretion of Grantee, however, tasks should directly tie to Appendix A.]													
Personnel Services:													
		Salary	Salary	Salary	Benefits Rate	Salaries + Benefits							
Employee (Classification/Title)		Hourly Rate	Hours	Amount	%	Amount							
				\$ -	\$ -	\$ -	\$ -						
				\$ -	\$ -	\$ -	\$ -						
				\$ -	\$ -	\$ -	\$ -						
				\$ -	\$ -	\$ -	\$ -						
				\$ -	\$ -	\$ -	\$ -						
Indirect Overhead Limited to 10% of Salary + Benefits													
		Salary + Benefits Amount	Indirect Overhead Limit	Grant Qualified Overhead									
		\$ -	10%	\$ -		\$ -	\$ -	\$ -					
Land Acquisition													
		Unit Cost	Unit of Measure	No. of Units	Amount								
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
Design													
		Unit Cost	Unit of Measure	No. of Units	Amount								
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
Construction													
		Unit Cost	Unit of Measure	No. of Units	Amount								
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
					\$ -	\$ -	\$ -	\$ -					
Other Costs Please Describe:													
		Unit Cost	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												

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APPENDIX F Payment Request

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:	
<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 VALLEY WATER DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	<i>Date</i>

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APPENDIX G Status Request

Agreement No. _____ Invoice No. _____

Grantee: _____

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					

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APPENDIX H

Definitions

The terms used in this Standard Grant Guidelines shall have the following meanings, unless otherwise stated:

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

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. FY2021 Safe, Clean Water and Natural Flood Protection Program for Priority D3.

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.

Environmental Enhancement: Action taken by Valley Water 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.

FY2021 SCW Grant Program: Safe, Clean Water and Natural Flood Protection, **Priority D3** Grant Application.

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

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

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

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

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

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

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

Valley Water: Santa Clara Valley Water District