



***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM FY [YYYY] SAFE, CLEAN WATER PROGRAM [A2 or D3] MINI-GRANT PROJECT AGREEMENT

This FY [YYYY] Safe, Clean Water Project [A2 or D3] Mini-Grant Project Agreement (Agreement), **effective upon full execution (standard) OR retroactively effective on [Month DD, YYYY]**, is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and [Grantee Organization] (Grantee), a [Organization Type] organization incorporated in the State of [State]. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

The grant (Grant) will provide funding to support Grantee's [Project Name] (Project), which will [Brief description of project scope]. The scope of the Project, funded in part by this Grant, is described in Attachment One, Grant Project Scope, Schedule, and Budget. Grantee shall employ its best efforts to complete the Grant Project, including, but not limited to, furnishing all necessary labor, materials, tools, equipment, training, medical clearances, supervision, and insurance. Grantee represents and warrants that it has all licenses, permits, qualifications and approvals that are legally required to complete the Grant Project.

2. Grantee Trade Secrets

Valley Water does not take the position that it has an interest in the Grantee's trade secret data pursuant to this Agreement. Any information that identifies individual Grantee clients including but not limited to client name, client contact information, client photographic images and client preferences is trade secret data owned by the Grantee and constitutes Grantee's trade secret.

3. Grant Amount

The total grant amount provided pursuant to this Agreement shall not exceed \$X,XXX ([Amount (spelled out)] Dollars) (Grant Amount). The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) insurance certificates and endorsements required by this Agreement have been submitted and approved; (3) completed and signed Federal Taxpayer ID form has been submitted; and (4) any other pre-invoice requirements specified in Attachment One, Grant Project Scope, Schedule, and Budget have been completed. The final invoice for the remaining 50% of funds (i.e., invoices after the initial invoice) shall be submitted as described in Attachment One, Grant Project Scope, Schedule, and Budget.

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

4. Use of Grant Amount

In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Grant Project, including purchasing the materials, equipment or other goods and/or services required to complete the Grant Project.

5. Term and Termination

The term of this Agreement commences on the date it is fully executed OR retroactively commenced on [Month DD, YYYY] (Effective Date) and expires exactly two (2) years from the Effective Date.

- a. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.
- b. Valley Water may terminate this Agreement at any time, without prior notice, in the event Grantee commits a material breach of this Agreement. Further, in the event Grantee fails to complete the Grant Project within the term of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant Amount received.
- c. Notwithstanding the foregoing, paragraph A.8. Indemnification and paragraph A.16. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

6. Grant Administration

Each Party's primary representative for the administration of this Agreement is as follows:

Valley Water:

Kristen Yasukawa
Supervising Program Administrator
5750 Almaden Expressway
San Jose, CA 95118
Phone: 408-630-2876
Primary Email: kyasukawa@valleywater.org
Secondary Email: grants@valleywater.org

Grantee:

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

7. Inspection of Records

- a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement. Grantee's trade secret data as defined in paragraph A.2. Grantee Trade Secrets shall be inspected according to subparagraph A.7.b. below and under any existing state or federal laws.
- b. Valley Water officials inspecting records shall sign a non-disclosure agreement for access to and inspection, but not reproduction, for purposes of compliance with this Agreement.
- c. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

8. Indemnification

(government agency) In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Valley Water and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.8. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

OR

(nongovernment agency) Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify Valley Water, its officers

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.8. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

9. Insurance [NOT USED]

During the entire term of this Agreement, Grantee, its contractors, subcontractors, and vendors providing services to Grantee in connection with the Grant Project, shall procure and maintain insurance as described in Attachment Two, Insurance Requirements.

10. Copyrights

Copyrightable material produced in the performance of this Agreement is owned by the Grantee, but notwithstanding the foregoing, Grantee hereby grants Valley Water a royalty-free, no-cost nonexclusive, irrevocable, nontransferable worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material produced or composed in the performance of this Agreement except Grantee's trade secret data as defined in paragraph A.2. Grantee Trade Secrets above.

11. Compliance With Laws

Grantee shall at all times in the performance of its obligations under this Agreement comply with, all applicable federal, state and local laws as each currently exists and as may hereafter be amended.

12. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

13. Nondiscrimination

- a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
- b. **Compliance with Applicable Equal Opportunity Laws.** The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et. seq.); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
- c. **Investigation of Claims.** Grantee must designate a specific position within its organization to be responsible for investigating noncompliance with the non-discrimination and non-harassment provisions of this Agreement. Grantee must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Grantee will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Grantee, as well as all subcontractors, Subconsultants, and material suppliers of the Grantee. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

14. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with Valley Water.

15. No Third-Party Beneficiaries

This Agreement is entered only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.

16. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

17. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation under this Agreement. Any attempted or purported assignment of any right or obligation under this Agreement shall be void and of no effect.

18. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

19. Entire Agreement

This Agreement, which includes Attachment One, Grant Project Scope, Schedule, and Budget, and Attachment Two, Insurance Requirements, both of which are hereby incorporated herein by this reference as though set forth in full, shall represent the entire understanding between the Parties relating to the Grant Project and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the Party against whom enforcement is sought.

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

(No Insurance) This Agreement, which includes Attachment One, Grant Project Scope, Schedule, and Budget, hereby incorporated herein by this reference as though set forth in full, shall represent the entire understanding between the Parties relating to the Grant Project and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the Party against whom enforcement is sought.

20. Authority to Execute this Agreement

Each person executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.

21. Revisions to Attachment One

Revisions to Attachment One, Grant Project Scope, Schedule, and Budget, are subject to review and prior approval by Valley Water.

22. Agreement Execution

Unless otherwise prohibited by law or policy of either Party, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term “electronic copy of a signed agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term “electronically signed agreement” means an agreement that is executed by applying an electronic signature using technology approved by Valley Water.

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water’s Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.
2. Grantee shall post signs acknowledging Valley Water’s participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.
3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

[GRANTEE ORGANIZATION NAME]

Date: _____

By: _____

[Authorized Signatory]

[Title]

[Grantee Address]

[Grantee Address]

SANTA CLARA VALLEY WATER DISTRICT

Date: _____

By: _____

Rachael Gibson

Chief of External Affairs

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

ATTACHMENT ONE

Grant Project Scope, Schedule, and Budget

TASK	GRANTEE ACTION ITEM	VALLEY WATER ACTION ITEM	SCHEDULE
Execute Agreement/ Initial Payment	<ul style="list-style-type: none"> Submit W-9 form, including Federal Tax ID number. (Delete this bullet if insurance is waived) Submit Certificates of Insurance meeting the requirements of paragraph A.9. Insurance and Attachment Two, Insurance Requirements. Submit real property access rights documentation (permit or letter of consent) upon request [NOT USED]. Fully executed Mini-Grant Agreement (signed by both Parties). Submit a signed payment request for 50% of the Grant Award amount. 	Pay Grantee 50% of the grant award amount after Grantee completes the action items specified in this Task (see Grantee Action Items listed to the left).	Within three (3) weeks after the [effective date of the Agreement] OR [Agreement is fully executed] .
Task 1		Review progress status report provided by Grantee upon request or on an as-needed basis.	
Task 2		Review progress status report provided by Grantee upon request or on an as-needed basis.	
Task 3		Review progress status report provided by Grantee upon request or on an as-needed basis.	

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

TASK	GRANTEE ACTION ITEM	VALLEY WATER ACTION ITEM	SCHEDULE
Task 4		Review progress status report provided by Grantee upon request or on an as-needed basis.	
Task 5		Review progress status report provided by Grantee upon request or on an as-needed basis.	
Task Final Report	Prepare and submit a written report that summarizes the following: <ul style="list-style-type: none"> • Project Outcomes • Ongoing Monitoring/Maintenance (if applicable) • Provide Final Fact Sheet (with photos URL links to social media, news releases, web pages, etc., as applicable) • Upon approval of Final Report, submit a signed payment request for remaining 50% of the Grant Award amount. 	<ul style="list-style-type: none"> • Review draft report and provide feedback, if any. • Meet with Grantee to discuss report. • Schedule Board meeting agenda item for Grantee to present report and accomplishments to the Valley Water Board. • Pay Grantee remaining 50% of grant award. 	Upon completion of Project.

*Total Grant Amount paid by Valley Water pursuant to the Agreement shall not exceed \$[Awarded Amount].

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

Real Property Access Rights [NOT USED]

Please provide the real property access rights information for any physical locations where permission is required.

Property Owner	Property Location	Access Right (Permit(s) or Property Owner Consent)	Schedule to Acquire Access Rights (if applicable)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

PROJECT BUDGET		GRANTEE CONTRIBUTION	VALLEY WATER CONTRIBUTION	TOTAL COST
Line Item	Description	Amount	Amount	Amount
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
TOTAL PROJECT COST		\$ -	\$ -	\$ -
Grantee Contribution Funding Sources		Monetary	In-Kind	TOTAL
Source 1:				\$ -
Source 2:				\$ -
Source 3:				\$ -
Source 4:				\$ -
TOTAL GRANTEE CONTRIBUTION		\$ -	\$ -	\$ -

Template for budget sheet:
<https://docs.google.com/spreadsheets/d/1MMpT9X9ISLDrpYeySf6gzcNnYHyyYaK8T4LtSkePOss/edit?usp=sharing>

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

Delete entire attachment if insurance is waived.

ATTACHMENT TWO [NOT USED]

Insurance Requirements

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the checklist of documents needed at the end of this Attachment Two Insurance Requirements.

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

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

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment. 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 Two Insurance Requirements.

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

CERTIFICATES OF INSURANCE

Grantee shall furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Grantee shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

2. Include copies of all the actual policy endorsements required herein; and
3. In the “Certificate Holder” box include:

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

IMPORTANT: The agreement number must be included.

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 Two Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Grantee or insurer shall immediately provide written notice to the designated Valley Water Contract Administrator that such insurance policy required by this Attachment Two Insurance Requirements is canceled or coverage is reduced.

MAINTENANCE OF INSURANCE

If Grantee fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Grantee to suspend all Grantee's work at Grantee's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Grantee will provide Valley Water with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Grantee shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the “Certificate Holder” box:

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

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

IMPORTANT: The agreement number must be included.

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

REQUIRED COVERAGES

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$1,000,000 per occurrence/**\$1,000,000** aggregate limits for bodily injury and property damage.

\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water.

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this contract.
- e. If Grantee will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Grantees' Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X, C, and U).
- i. Include Broad Form Property Damage liability.
- 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,

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits; however, all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

Employer Liability coverage for not less than **\$1,000,000** per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

- 1. Additional Insured Endorsement(s):** Grantee must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc., arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
- 2. Primacy Clause:** Grantee will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Grantee's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
- 3. Cancellation Clause:** Grantee will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the 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

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **Subcontractors:** The Grantee shall secure and maintain or shall be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of Valley Water must not be deemed to release or limit any liability of Grantee. Damages recoverable by Valley Water for any liability of Grantee must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees to waive subrogation against Valley Water to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

***This sample agreement is intended for reference only. Agreements may vary based on individual project.**

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	

Attachment Two, Mini-GrantsGL_rev. 12.02.20

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)