

# **HISTORICAL HERITAGE GRANT PROGRAM**

## **Application and Procedures**

**Revised March 2013**

**County of Santa Clara  
Historical Heritage Commission**



**Application due date: Thursday, June 20, 2013**

## **Technical Workshop**

Thursday, April 18, 2013  
10:00 a.m. — 11:30 a.m.  
Room 157  
County Government Center  
70 West Hedding Street  
San Jose, CA

The workshop is intended to provide prospective applicants with technical information regarding the grant program and application packet filing process. Prospective applicants are strongly encouraged to attend this workshop before preparing a grant application packet.

Please direct questions to:

Christian Elliott  
County of Santa Clara, Parks and Recreation Department  
298 Garden Hill Drive  
Los Gatos, CA 95032  
Telephone: (408) 355-2291  
E-mail: [Christian.Elliott@prk.sccgov.org](mailto:Christian.Elliott@prk.sccgov.org)

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# HISTORICAL HERITAGE GRANT PROGRAM

## ***Purpose and Funding***

The Board of Supervisors of the County of Santa Clara established the Historical Heritage Grant Program (HHGP) in 1990 to promote historic preservation and the awareness of significant cultural, historical, and archaeological resources within Santa Clara County. Funding is provided through the dedication of a portion of the County Park Charter Development Funds to the HHGP.

The Board of Supervisors awards grants on a competitive basis following staff review and Historical Heritage Commission recommendation. The Board of Supervisors is not obligated to fund any HHGP projects, even if the project has been deemed eligible for funding and/or the Historical Heritage Commission recommends funding in any amount.

## ***Applicant Eligibility***

Local public agencies and non-profit corporations with 501(c)(3) certification located within the geographical limits of Santa Clara County are eligible to apply for grant funds for projects within the geographical limits of Santa Clara County.

## ***Project Eligibility Criteria***

Before a project can be considered, applicants must submit an application packet that demonstrates the fulfillment of ***all*** of the following conditions:

1. The HHGP is limited to projects involving the development of real property, as opposed to personal property. Real property consists of land and things affixed to land that cannot be moved.
2. The project must be located in a public park or on private property dedicated to park purposes. A public park is a park that is owned or operated by the County, a city, or other public agency, such as an open space district. Eligible private property is land that is (i) actually used and dedicated to use for park purposes by deed or other long term legal agreement, (ii) open to the public on a non-discriminatory basis, and (iii) is designated for park use under the applicable general plan and zoning designation.
3. Where the park use is established by agreement, such as a lease, the agreement must provide for continual use for park purposes for a minimum of twenty years on a non-discriminatory basis, and the applicant must submit documentation from the property owner consenting to the project and committing to the execution of the Project Agreement in the form of the sample resolution (Appendix E).
4. The project must involve the stabilization, preservation, rehabilitation, restoration or interpretation of locally designated (or eligible for local designation) historic resources. Projects that involve stabilization, preservation, rehabilitation or restoration must consist of capital improvements that will materially extend or ensure the useful life of the asset, as opposed to deferred maintenance or general maintenance. Projects that involve the interpretation of historic resources must involve capital improvements, such as permanent interpretive signage affixed to the land or structure, rather than reports, studies, or moveable objects.

5. The project must involve a locally designated historic resource (landmark or contributing resource to a local historic district or the equivalent) protected by a city or County historic preservation ordinance. If the historic resource is not locally designated at the time of grant application, the applicant must complete the designation process prior to Board of Supervisors approval of the project agreement.
6. Projects must have all of the necessary funding in place, excluding the HHGP grant amount, at the time of application. HHGP funds cannot be used as seed money to leverage additional monies in a future fund raising campaign.

### ***Ineligible Projects***

The following projects are ineligible for funding:

1. Projects involving the reconstruction or replication of a historic resource that is no longer extant. Projects must involve an existing locally designated (or eligible for local designation) historic resource.
2. Projects in the planning and feasibility stage and services connected with such projects (e.g. hiring a consultant to conduct a historic resource survey or to prepare a historic report, conditions assessment or feasibility study).
3. Projects involving the purchase of real or personal property (e.g. moveable objects not permanently attached to real property such as equipment, computers, furniture, display cabinets, interior accessories and publications).
4. Projects involving areas of the historic resource that are used for administrative or non-public functions. Grant funds cannot be used to develop or to support areas dedicated to operation, maintenance, or administrative activities (e.g. work on a portion of a facility dedicated to staff or private use such as offices, storage or private reception areas). Such functions may exist within the facility, but the HHGP cannot fund work items specifically in these areas. Grant funding must be applied to areas of the facility that are open or visible to all Santa Clara County residents on a non-discriminatory basis.

### ***Low Funding Priorities***

Low funding priorities are projects or elements of a project that are state or federal code compliance, infrastructure improvements (e.g. utilities, landscaping, signage), new construction (e.g. an addition to a historic resource), or interior finishes that are not preservation focused. In addition, projects and grantees that have previously received HHGP funds may be considered a low funding priority.

### ***Available Grant Funds***

\$252,063.39 is available for Fiscal Year 2014.

### ***Grantee Cash Contribution***

A grantee cash contribution toward the payment of project costs is not required, however the proposed project may receive a higher rating from reviewers if the applicant demonstrates a commitment to the project by providing or securing additional funding from other sources (see Appendix G: Evaluation Factors). Please note that County grant reimbursements will only be made following grantee demonstration of the expenditure of grantee's cash contribution, subject to third party requirement for shared progress payments. Any project savings will inure to the benefit of the HHGP, subject to other third party funding source requirements that may require "shared" savings.

## ***Property Owner Approval***

Projects not located on property owned by the applicant must have written approval in the form of the sample resolution (Appendix E) from the owner or governing/ managing agency that has jurisdiction over the property. The property owner will be required to sign the Project Agreement if grant funds are awarded.

## ***Grant Scope/Cost Estimate***

The Grant Scope/Cost Estimate Form (Appendix D) establishes the expected deliverables for project completion if a grant is awarded. To be eligible for reimbursement, work items funded by the grant must be listed on the Grant Scope/Cost Estimate Form. Describe each work item listed on the Grant Scope/Cost Estimate Form using phrases such as

“Construct a new .....

“Rehabilitate a.....”

“Purchase and install .....

Provide a cost estimate for each work item listed on the Grant Scope/Cost Estimate Form. The estimated total project cost on the Grant Scope/Cost Estimate Form must equal the estimated total project cost listed on the Master Application Form.

## ***Contingency Funding***

Contingency funding by the Applicant is optional, however the project may score higher if one is provided. If Contingency Funding is specified in the Cost Estimate form, the funding must be provided by the Applicant, not the grant. If awarded a grant, the Grantee is not contractually bound to spend the Contingency funds in order to obtain grant reimbursement.

## ***Project Conformance with the Secretary of the Interior’s Standards***

All projects must conform to the Secretary of the Interior’s Standards for the Treatment of Historic Properties. The Standards with guidelines for preserving, rehabilitation and restoring historic buildings are available online at <http://www.nps.gov/history/hps/tps/standguide/>.

## ***Application Packet Submittal***

- Complete the Master Application Form (Appendix B) and prepare a project proposal addressing the questions in Appendix C.
- Please do not make any modifications to the order, format, font size, or content of the Master Application Form.
- The applicant must designate an authorized representative to sign the HHGP Master Application Form. This person will be legally responsible for executing all documents, including the Project Agreement.
- The application packet should be presented in the order indicated in Appendix A: Application Packet Requirements and Checklist and keyed to a table of contents. If a Checklist item does not apply, note “N/A” and provide a brief explanation why the item is not applicable. The application Checklist should be submitted as part of the grant application packet to assist staff in determining the completeness of the application.
- Submit only the items shown in the Checklist. Please do not submit supplementary materials, such as PowerPoint presentations, videos, or letters of support.

- Application packets may be stapled, but not bound (e.g. coil or ring binding) or placed in folders. Number all pages. Hand numbered pages are acceptable.
- Applicants may submit an application for more than one HHGP project. Each project must be accompanied by a separate application packet.
- **Submit one (1) unbound original paper copy with wet ink signatures and one (1) electronic copy (on a CD) of the complete application packet (see Appendix A: Application Packet Requirements and Checklist).**

Application packets may be mailed or hand delivered. FAX or electronic (email) submissions will not be accepted.

**Application packets must be received by 5:00 p.m. on June 20, 2013 and directed to:**

Priya Cherukuru, Historical Heritage Coordinator  
County of Santa Clara, Department of Planning and Development  
70 W. Hedding Street, East Wing, 7th Floor  
San Jose, CA 95110

## **2013-2014 Competitive Review Process**

***\*Note: Timeline is an estimate only.***

March / April 2013	Grant application packet released.
Thursday, April 18	Technical Workshop held.
Thursday, June 20	Grant applications due
Friday, July 19	Grant applicants notified in writing of application completeness, preliminary eligibility, and any outstanding application incomplete items. Any outstanding information or documentation must be submitted to staff no later than August 19. If application completeness issues are not resolved within the stated timeframe, the project will be deemed ineligible for grant funding.
Monday, August 19	Supplemental information (if requested by staff) is due.
Thursday, Sept. 19 HHC meeting	Grant application packets reviewed and evaluated for eligibility by the HHC. (Staff report)  Applicants make a brief presentation of their project to the HHC.  HHC makes eligibility determinations. Staff report on application completeness and eligibility received and accepted by the HHC.  Ad hoc committees established by the HHC to accomplish project site visits.  Score Sheets distributed to HHC
Thursday, Oct. 17 HHC meeting or Thursday, November 21	HHC ad hoc committees present verbal reports on project site visits as a status update.  Staff report on preliminary rankings and funding recommendations received by the HHC.  Funding recommendations made by the HHC.
December 1	Grant applicants notified in writing of HHC funding recommendations.
December 2012 or January 2014	Project Agreements given to grantees for execution. The Agreement must be signed by the Applicant and returned at least 4 weeks prior to the Board of Supervisors consideration of the recommendation of award.
Dec 2013 or January 2014	Recommended grant projects considered by the Board of Supervisors for approval. If approved, project agreements are executed by the Board.
January / February 2014	Grantees receive executed copy of Project Agreement.

## ***Execution of Project Agreement***

Grantees are required to execute a legally binding Project Agreement with the County of Santa Clara, which includes the Grant Scope /Cost Estimate for the project. The scope of work cannot be materially changed once the grant is awarded and the Project Agreement is executed.

Grant applicants should carefully review the terms of the Project Agreement before completing the application packet. A sample Project Agreement is included in Appendix H of this manual.

The Project Agreement includes any special conditions imposed during the grant approval process that must be completed in order to close out the Project Agreement and receive reimbursement funds.

Once Applicant has been given a Project Agreement, it must be signed and returned as quickly as possible but not later than 4 weeks prior to when the Board of Supervisors considers the recommendation of grant awards. Only the Board of Supervisors can approve the Project Agreement. Funds are not committed until the Project Agreement is fully executed.

## ***Insurance***

Grantees must meet the insurance requirements in the Project Agreement and agree to the indemnification obligation.

## ***Prevailing Wages***

Under the HHGP, a grant project is considered a public work within the meaning of Labor Code Section 1720, to which the provisions of Labor Code Section 1771 et seq. apply. Grantees need to comply with all of the applicable provisions of the Labor Code, including, but not limited to, pay, or cause to be paid, prevailing wages. All agreements with third parties for work or services needed to complete the grant project must include prevailing wage requirements.

## ***Timeline for Project Completion***

Grant projects must be completed within three years from the date of execution of the Project Agreement. If the project cannot be completed within the required timeframe, the grantee may be required to forfeit any unexpended funds.

## ***Progress Reports***

Grantees must submit written progress reports to the County Parks and Recreation Department Grants Management Analyst on May 1 and November 1 each year while the Project Agreement is active. At the request of the Historical Heritage Commission, grantees may be required to present the progress report to the commission at a regular meeting.

## ***Changes to Project Agreement Term***

Grantees must complete the project and demonstrate the project to be fully usable within the Project Agreement term—typically three years from the date of execution of the Project Agreement. The County may approve an extension of the term of the Project Agreement for delay not within the control of the grantee. The grantee must request the extension no later than three months prior to the expiration of the term of the Project Agreement.

If the grant project cannot be completed within the required timeframe and the Project Agreement expires, the grantee will not be entitled to receive unexpended grant funds.

## ***Operation and Maintenance***

Upon completion of the grant project, the grantee must open the property to the public, and continuously operate and maintain the property for the benefit of the public for a period of at least twenty years. On-going maintenance of the property is solely the responsibility of the grantee.

## ***Funding Assistance Acknowledgement***

Grantees are required to publically acknowledge HHGP funding assistance. The primary recognition will be a plaque permanently affixed to the building exterior, or on a prominent location on the project site, visible to the public. Additionally, grantees must give credit to the County in project-related materials including newsletters, brochures, and internet messages regarding the project for which HHGP funds were used.

The acknowledgement credit shall read: "Restoration made possible in part by a grant from the County of Santa Clara Park and Recreation Department's Historical Heritage Grant Program."

## ***Reimbursements***

Grantees must keep accurate accounting records of all HHGP project expenditures. Grant funds are issued on a reimbursement basis only, based upon completion of the Project Agreement requirements. No advanced funds are issued. Reimbursement is limited to expenditures for work approved in the "Grant Scope" of the Project Agreement, and listed in the Grant Scope/Cost Estimate Form included with the application packet. Expenditures must be incurred within the contract performance period.

Grantees may submit requests for reimbursement to the County on a quarterly basis when the project has accrued claimable expenditures exceeding \$1,000 during that quarter. The quarterly submittal dates are January 1st, April 1st, July 1st, and October 1st.

Grantees must provide:

1. Itemized invoice(s) requesting reimbursement of eligible costs. Itemizations must clearly show the relationship between the expenditures and the grant scope of work in the Project Agreement.
2. Clear copies of grant project invoices directed to the grantee.
3. Evidence that all invoices have been paid. For example, a clear copy of both sides of a check or warrant issued to pay said invoices, or a receipt evidencing such payment. Bank account statements will not be accepted.
4. Status report on the grant project that includes construction inspection reports.

If the grantee is providing matching funds, such funds must be utilized before requests for reimbursement are made for HHGP funds. Documentation substantiating the expenditure of matching funds must be provided with the first reimbursement request.

The County may pay that part of the reimbursement request that is complete or decline payment until the reimbursement request is complete. If the reimbursement request is satisfactory, the County will endeavor to provide payment to the grantee within sixty days of a complete submittal.

## ***Final Reimbursement***

Upon project completion, the grantee may submit a final reimbursement request that includes all the items required in a standard reimbursement request and at least four photographs of the completed project and additional photographs of the permanently installed HHGP funding acknowledgement sign.

Final reimbursement requests must be submitted at least thirty days prior to the expiration of the Project Agreement. It is the responsibility of the grantee to be knowledgeable of the Project Agreement expiration date, to ensure timely completion of the grant project and the receipt of reimbursement funds.

## ***Accounting Requirements***

Grantees are responsible for maintaining fiscal controls and fund accounting procedures that will show the following:

1. The disposition of the proceeds of fund assistance.
2. The total costs of the grant project or undertaking in connection with which such fund assistance is given or used.
3. The amount and nature of that portion of the grant project cost supplied by other sources.
4. Any other records and controls that will facilitate an effective audit.

The fiscal controls and accounting procedures used to record grant project costs and fund receipts should be based on generally accepted accounting standards and principles.

## ***Record Retention***

The grantee must maintain grant project records (including paper and electronic media, as appropriate) showing compliance with all aspects of the Project Agreement for three years after completion of the grant project or until all claims are settled, whichever occurs last.

All grant project records must be made available to the County within five working days of the County's reasonable notice. If the County determines that the grantee used the grant for ineligible costs, or other terms of the Project Agreement were breached, the County may take any authorized actions under the Project Agreement and require the grantee to repay the grant, with interest at the rate earned on County's investments, and the cost of the audit.

## **APPENDIX A: APPLICATION PACKET REQUIREMENTS AND CHECKLIST**

1.  Master Application Form. See Appendix B. The Master Application Form must be completed and signed by the applicant's authorized representative.
2.  Project Proposal. See Appendix C. In conjunction with the Master Application Form (Appendix B), attach a written description of the project proposal. Provide a written response to each of the evaluation factors in the order in which they appear.
3.  Grant Scope/Cost Estimate. See Appendix D. The Grant Scope should be detailed enough to identify each project work item and must be consistent with the cost estimate.
4.  Property Owner Approval. See Appendix E. Attach authorizing resolution from the project property owner, using the required language in the resolution.
5.  Funding Sources Form. See Appendix F. List the funding sources that will be used to finance 100% of the grant project.
6.  CEQA. Grant projects require compliance with the California Environmental Quality Act (CEQA). Check with your local city or county planning agency for more information on how to complete CEQA. Attach one of the following:
  1. Notice of Exemption filed with, and stamped by, the county clerk, *or*
  2. Initial Study with a Negative Declaration and a copy of the Notice of Determination filed with, and stamped by the county clerk, *or*
  3. Initial Study and an Environmental Impact Report and a copy of the Notice of Determination filed with, and stamped by the county clerk.
7.  501(c)(3) Certification. Attach copy of 501(c)(3) certification.
8.  Historic Designation. Attach resolution or ordinance designating the project property as a landmark or contributing structure in a local historic district, or DPR 523 series forms documenting the property and evaluating its eligibility for local designation.
9.  Photos of Historic Resource. Attach a minimum of four color photographs in 4" x 6" format of the project historic resource and site context presented in 8.5" x 11" format. No more than two photographs per page. Include descriptions of each photograph. If project involves replacing historic elements, submit documentation with photos of original upon which the replacement will be based.
10.  Required Regulatory Permits. Attach a list of existing and additional permits required to complete the grant project, if applicable, the status of each, and indicate when permit approval would occur.
11.  Public Access Schedule. Attach a schedule of public accessibility, including hours of operation.
12.  Project Use Diagram. Provide floor plan of the Project area and proposed uses of each area, specifically designated public access areas and proposed use of other areas.
13.  Timeline. Attach a timeline indicating the key milestones (such as design, engineering, construction) for project completion.

## APPENDIX B: MASTER APPLICATION FORM

County of Santa Clara  
HISTORICAL HERITAGE COMMISSION

PROJECT NAME	Requested GRANT Amount <b>\$</b>	
	Other Funding Sources <b>\$</b>	
PROJECT PHYSICAL ADDRESS (including zip code)	Estimated TOTAL PROJECT COST <b>\$</b>	
	Nearest Cross Street	
GRANT APPLICANT (entity applying for the grant)	GRANT APPLICANT'S Mailing Address	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER		
_____	_____	_____
Name ( <i>typed or printed</i> ) and Title	Email address	Phone
DIRECTOR/PRESIDENT/CEO		
_____	_____	_____
Name ( <i>typed or printed</i> ) and Title	Email address	Phone
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT ( <i>if different from AUTHORIZED REPRESENTATIVE</i> )		
_____	_____	_____
Name ( <i>typed or printed</i> ) and Title	Email address	Phone
<p>GRANT SCOPE: I represent and warrant that this Application Package describes the intended use of the requested grant to complete the project items listed in the attached Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Package, including required attachments, is accurate.</p>		
_____	_____	
Signature AUTHORIZED REPRESENTATIVE as shown in Resolution	Date	
Print Name	_____	
Title	_____	

## **APPENDIX C: PROJECT PROPOSAL**

In conjunction with the Master Application Form (Appendix B), the information contained in the project proposal will serve as the project application. Please provide a written response to each of the following evaluation factors in the order in which they appear and cite any studies, reports, or other data that support the responses.

The project proposal should be no more than ten pages (without attachments) printed double-sided on 8 ½" x 11" paper in 12-point Arial font.

### **1. Project Description**

Describe the proposed project and the specific work items to be funded by the grant. Is the historic resource a designated landmark or an eligible landmark? Who will be responsible for performing what activities (work items)? Is the project part of a long-range project (multi-phased)? If so, where does the project fit into the anticipated larger program?

### **2. Historic Preservation Issues/Need**

How does the project address the preservation of significant cultural, historical, and archaeological resources within Santa Clara County? What is the historic preservation need the project will address? How will the project meet that need (beneficiaries, impact and expected result)? Why is the project a priority? How will the project make a significant, long-term contribution to historic preservation in Santa Clara County?

### **3. Public Purpose**

How will the project benefit the community? How will the project contribute to public education and awareness of the historic resource? Who is the targeted audience?

Does this project involve work in areas that will not be programmed for public access (administrative areas)?

### **4. Budget**

- Explain how the project is the most efficient, cost effective way of addressing the identified preservation need.
- Explain how project budget was determined, and explain the competitive process that will be used to award contracts paid for by grant funds.
- Are the anticipated costs to accomplish the project realistic, reasonable and necessary (the cost basis for the budget must be documented and justified)?
- Are the project costs clearly defined?
- Are sufficient funds currently available to complete the project?
- Are matching funds from other sources being committed to the project? Demonstrate the availability of those funds.
- Has your organization already received HHGP funding? If so, provide the name of the funded project(s), the funding year(s), and the grant amount(s).

- If the project is part of a long-range project (multi-phased), how many phases are required to complete the project?
- Do you intend to request additional funding in the future for the same project?
- Does this project involve infrastructure improvements or other low funding priorities?
- Contingency Funding: Applicant is to discuss how funds will be identified for contingencies and if not, how contingencies will be addressed if discovered during the project.

**5. Long-Term Maintenance and Operation**

Describe the plan for long-term maintenance and operation of the historic resource. What funding sources or other resources will be used to maintain and operate the property in the future? Who will be responsible for the maintenance and operation of the property and ensuring its on-going availability for public use?

**6. Project Administration/Professional Capability/Schedule**

Describe the personnel and methods to be utilized to carry out the project. What individual or team will manage the project from the time the grant is awarded until project completion? What experience does this individual or management team have which qualifies them to manage the project? Is the proposed project schedule realistic and achievable? Have the needed agreements with other organizations or agencies been completed?

**7. Land Tenure**

Demonstrate the project is located in a public or private park as defined in the eligibility criteria. If the grant applicant is a tenant or operator, provide the lease or agreement that adequately safeguards the twenty-year use requirement. If the lease or operating agreement will expire before twenty years, the resolution and property owner's execution of the Project Agreement will serve as adequate evidence of continued public use.

**APPENDIX D: GRANT SCOPE/COST ESTIMATE FORM**

APPLICANT \_\_\_\_\_ PROJECT NAME \_\_\_\_\_

WORK TO BE PERFORMED*	GRANTEE CASH CONTRIBUTION	GRANT	TOTAL
<b>TOTAL PROJECT AMOUNT</b>			
<b>Contingency (Optional)</b>		XXXXXXXXXX	XXXXXXXXXX

\*Distinguish preservation work from other work required by code or operational updates, for example, infrastructure, and technology and interior improvements.

Budget items incorporated for low priority items will be scored lower.

The APPLICANT understands that this form establishes the expected GRANT deliverables.

Signature \_\_\_\_\_  
APPLICANT'S AUTHORIZED REPRESENTATIVE

Date \_\_\_\_\_

## **APPENDIX E: PROPERTY OWNER APPROVAL**

**RESOLUTION OF \_\_\_\_\_  
APPROVING [name of grantee]'s APPLICATION FOR A  
COUNTY OF SANTA CLARA HISTORICAL HERITAGE GRANT FOR  
\_\_\_\_\_ PROJECT IN \_\_\_\_\_ PARK**

WHEREAS, the County of Santa Clara ("County") has established the Historical Heritage Grant program to promote historic preservation and the awareness of significant cultural, historical, and archaeological resources within Santa Clara County ("Grant Program"); and

WHEREAS, the County funds the Grant Program with County Park Charter Development Funds, which must be used for the development of real property for county park purposes; and

WHEREAS, the County requires that the property on which the grant-funded project is located be continually used for park purposes for a minimum of 20 years and be open to all Santa Clara County residents on a non-discriminatory basis; and

WHEREAS, the applicant proposes that the County award Grant Program funds for the \_\_\_\_\_ project ("Project") in the \_\_\_\_\_ Park ("Park"); and

WHEREAS, the [name of jurisdiction] ("Owner") has reviewed the proposed Project and [provided or hereby provides] all required approvals for the Project in the Park, including but not limited to, any licenses, permits, environmental review or operational agreements required prior to authorizing construction; and

WHEREAS, to provide additional assurance as to compliance with the Grant Program requirements, the County requires that the Owner execute the grant agreement;

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ hereby makes the following determinations:

1. The Project is located on land that will be continually used for park purposes for a minimum of 20 years and, subject to Constitutional or Charter limits on appropriations for future years, will be open to all Santa Clara County residents on a non-discriminatory basis; and
2. The [name of jurisdiction] has reviewed the proposed Project and [provided or hereby provides] all required approvals for the Project in the Park, including but not limited to, any licenses, permits, environmental review or operational agreements required prior to authorizing construction; and
3. \_\_\_\_\_, or designee, is hereby delegated authority to execute the grant agreement on the Owner's behalf.

BE IT FURTHER RESOLVED that the \_\_\_\_\_ [name of governing body] hereby approves of \_\_\_\_\_'s application for County's Grant Program funds for the \_\_\_\_\_ Project in \_\_\_\_\_ Park.

**PASSED AND ADOPTED** by the \_\_\_\_\_ on \_\_\_\_\_, 2013 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

**APPENDIX F: FUNDING SOURCES FORM**

APPLICANT \_\_\_\_\_ PROJECT NAME \_\_\_\_\_

FUNDING SOURCE	DATE COMMITTED	AMOUNT
HHGP Funding	TBD	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL FUNDING SOURCES</b> Must Equal Estimated Total PROJECT Cost		\$
<b>CONTINGENCY</b>		\$

The Applicant understands that the project cannot be funded unless the requested grant equals the estimated total project cost, or, the requested grant plus additional committed funds equals the estimated total project cost.

Signature \_\_\_\_\_  
APPLICANT'S AUTHORIZED REPRESENTATIVE

Date \_\_\_\_\_

## **APPENDIX G: EVALUATION FACTORS**

HHC Commissioners will rank the applications according to the following evaluation factors. A score sheet will be used to assign point values for each evaluation factor. Assigned point values should be based on the following scales:

Points Possible	Not At All True	Not Adequately	Generally True	Mostly True	Absolutely True
5	0	1	2-3	4	5
10	0	1-3	4-6	7-9	10
20	0	1-6	7-12	13-19	20

### **HISTORIC PRESERVATION ISSUES/NEED (30 points)**

How well does the application describe the historic preservation need the project will address and how this project will meet that need? Does the project provide concrete action to protect the resource? (10 points)

Is the project important to the preservation of historic resources associated with Santa Clara County's heritage of cultural diversity and agricultural resources? Does the project make a significant, long-term contribution to historic preservation in Santa Clara County? (10 points)

How well does the application describe why the project is a priority? Is there project urgency? (10 points)

### **PUBLIC PURPOSE (15 points)**

Is the public education and awareness aspect of the project well developed and is a targeted audience identified? (10 points)

Applicant has explained how the project will benefit the community and increase public access. (5 points)

Applicant has provided a floor plan or site plan clearly identifying public and other use areas.

### **SCOPE OF WORK/PRODUCTS (20 points)**

How well does the application describe the project scope of work to be conducted and final product? Does the scope of work address the identified preservation need? (10 points)

How well does the application describe clear, measurable objectives that are attainable within the funding period? (10 points)

### **ADMINISTRATION/PROFESSIONAL CAPABILITY (10 points)**

How well does the application describe the personnel and methods that will be used to achieve the project objectives? (5 points)

Is a manageable timeline proposed with an accurate and detailed schedule of project activities enumerated? Time schedule should be realistic and achievable. (5 points)

**BUDGET (25 points)**

Has the applicant committed (matching) funds from other sources? How well does the application demonstrate that sufficient funds are currently available to complete the project? (20 points)

Is the project budget reasonable and realistic with expenses that are appropriate to the project? (5 points)

Budgets involving low funding priorities (infrastructure improvements, technology upgrades, new construction, etc.) will be scored lower.

**The above evaluation factors total 100 possible points. In addition, up to 10 points may be added as bonus points or subtracted as penalty points at the discretion of the Historical Heritage Commission.**

**BONUS POINTS (up to 10 points)**

Applicant has demonstrated that the project merits bonus points because the project demonstrates particularly innovative approach to historic preservation education and awareness. (5 points)

Applicant has not applied to the grant program before. (5 points)

**PENALTY POINTS (up to 10 points)**

Up to 10 points may be deducted based on how well the applicant has met previous grant contractual terms and requirements.

## **APPENDIX H: SAMPLE PROJECT AGREEMENT**

*The Project Agreement sample document begins on the next page.*

**HISTORICAL HERITAGE PROJECT AGREEMENT**

for

**[insert project name]**

by and between the County of Santa Clara and

**[insert grantee name]**

(Fiscal Year 2014 HISTORIC HERITAGE GRANT FUNDS, **\$(insert award amount)**)

This **Historical Heritage Project Agreement** (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ **2013 [or 2014 depending on scheduling]** (“Effective Date”) by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter referred to as the “County”), and the **[insert grantee name]**, a non-profit 501(c)(3), Federal Tax ID# is 94-1249283, with its primary offices located at **[insert grantee address]** (“Grantee”).

**RECITALS**

**WHEREAS**, the Grantee submitted an application to the County Historical Heritage Commission (“**Historical Heritage Commission**”) for funding for the **[project name and address]**, as more fully described in Attachment A “Scope of Work” incorporated and made a part of this Agreement by reference herein (“**Project**”); and

**WHEREAS**, the Historical Heritage Commission, on **[insert meeting date]** reviewed the merits of the Grantee’s proposal and conveyed its recommendation that the Board of Supervisors approve the allocation of **\$(insert award amount)** from the Fiscal Year 2014 Historical Heritage Park Charter Development Funds (the “**Grant**”) to assist the Grantee in the completion of the Project; and

**WHEREAS**, the Board of Supervisors reviewed the facts in support of the Project and finds that the Project meets the requirements for use of Park Charter Development funds in Section 604 (b) of the County Charter; and

**WHEREAS**, the Board of Supervisors on **[insert Board meeting date]** reviewed and approved the recommendation of the Historical Heritage Commission and the allocation of the Grant to assist the Project, which will acknowledge, preserve and commemorate the historical and cultural heritage of the Santa Clara Valley;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein, the County and Grantee agree to the foregoing and as follows:

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## SECTION I

### GRANTEE RESPONSIBILITIES

Grantee warrants, represents and agrees that:

#### 1. General.

Grantee, at Grantee's sole cost and expense, will perform or cause to be performed the Scope of Work described in Attachment A, and the Grantee shall act promptly and without delay with respect to such matters in relation to the Project. In performing the Project, the Grantee will:

- a) Prepare all environmental documents and take all other actions required for approval and completion of the Project pursuant to the California Environmental Quality Act, National Environmental Policy Act, and any rules and/or regulations promulgated thereunder. Grantee warrants, represents and agrees that except where otherwise expressly prohibited by state or federal law, Grantee, as the applicant for any discretionary land use or development permit, license, authorization, entitlement or other approval from the County or any of the County's officers, agents, employees, boards or commissions, will defend, indemnify and hold harmless the County and its officers, agents, employees, boards and commissions from any claim, action or proceeding brought by any person or entity other than the Grantee ("third party") against the County or its officers, agents, employees, boards or commissions that arises from or is in any way related to the approval, including but not limited to claims, actions or proceedings to attack, set aside, void or annul the approval. If a third party claim, action or proceeding is filed, the County will notify the applicant of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County has the right to participate in the defense of any claim, action or proceeding provided the County bears its own costs and attorney fees directly associated with such participation and defends the action in good faith. The Grantee will not be required to pay or perform any settlement unless the Grantee agrees to the settlement.
- b) Secure all approvals by government agencies required for completion of the Project.
- c) Publically acknowledge the Grant by providing a plaque permanently affixed to the building exterior, or on a prominent location on the Project site, visible to the public. The acknowledgement credit shall read: "Restoration made possible in part by a grant from the County of Santa Clara Parks and Recreation Department's Historical Heritage Grant Program." Grantee will obtain County Parks and Recreation Department review and approval of the plaque/sign prior to manufacture and installation.

- d) Publically acknowledge the Grant by giving credit to the County in project-related materials including newsletters, brochures, and internet messages.
- e) Submit a written Project progress report to the County Parks and Recreation Department no later than November 1 and May 1 of each year, until the Project is completed and reimbursement received.
- f) Provide any requested documentation about the Project to the Historical Heritage Commission for review before construction work begins in order to ensure that the proposed Project is consistent with the United States Secretary of the Interior's standards for rehabilitation, preservation and restoration of historic properties.
- g) Make a presentation at a regularly scheduled Historical Heritage Commission meeting discussing the completed Project within three (3) months of Project completion. The Grantee shall print and distribute the same photos that were submitted with the final reimbursement request to the Commission members at the presentation.

**2. Capital Contributions.**

- a) Grantee will expend the Grant exclusively for third party expenses arising from services, permits, fees, labor, materials and equipment required for the Scope of Work specified in Attachment A ("Eligible Costs"), and consistent with Attachment B, Itemized Project Budget for completion of the Project. No contribution made by the County shall be used for Grantee's internal salary or administrative expenses, including office overhead or expenses.
- b) Grantee must successfully demonstrate expenditure of Grantee's cash contribution funds to the County's satisfaction prior to reimbursement through the Grant. Additional funds needed to complete the Project shall be identified in Attachment B, Itemized Project Budget.
- c) County recognizes that the Project Budget identified in Attachment B is an estimate and may include a contingency. To the extent Eligible Costs vary from this budget:
  - (i) Project budget savings must inure to the benefit of the County only, subject to third party funding requirements that the third party will share in Project savings; and
  - (ii) Costs between Project elements may be adjusted to reflect actual costs, however material changes (even if there is minor or no change in cost) that will affect the restoration or preservation of a historical element, or changes that would necessitate County

funding of a non-preservation element that the Grantee was financing with other funds, will require Historical Heritage Commission approval. Grantee is solely responsible for expenditures that may exceed the Grant amount.

**3. Prevailing Wages.**

The Project is a public work within the meaning of Labor Code Section 1720, to which the provisions of Labor Code Section 1771 et seq. apply. The Grantee will comply with all of the applicable provisions of the Labor Code, including, but not limited to, payment, or cause payment to be made, of prevailing wages. The Grantee will include prevailing wage requirements in all agreements with third parties for work or services needed to complete the Project.

**4. Project Conformance with the Secretary of the Interior's Standards.**

The Project and the property upon which the Project is located must at all times conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**5. Timeline for Project Completion.**

The Project must be completed before the expiration of the Term. If the Project cannot be completed within the required timeframe, Grantee may be required, at County's sole election, to forfeit any and all unexpended Grant funds.

**6. Changes to Project Agreement Term.**

Grantee must complete the Project and demonstrate the Project to be fully usable within the Term. The County may but is not required to, at its sole discretion, approve an extension for demonstrated delays not within the control of Grantee. The Grantee must request the extension in writing no later than three (3) months prior to the expiration of the Term. If the Project cannot be completed within the required timeframe, the Grantee will not be entitled to receive unexpended Grant funds and this Agreement shall terminate at the expiration of the Term.

## SECTION II

### OPERATION AND MAINTENANCE

Upon completion of the Project, the Grantee represents and warrants that it will open the property upon which the Project is located to the public, and continuously operate and maintain the property and the Project for the benefit of the public for a period of at least twenty (20) years. On-going maintenance is solely the responsibility of the Grantee.

## SECTION III

### COMPENSATION / REIMBURSEMENT

#### 1. Reimbursement Amount.

The County will reimburse the Grantee the maximum Grant amount of [insert award amount] for Eligible Costs. County's obligation to pay is expressly conditioned upon the Grantee's demonstrated compliance with all of the conditions of this Agreement and the availability of Grant funds.

#### 2. Invoice Requirements.

Grantee must keep accurate accounting records of all Project expenditures. Grant funds are issued on a reimbursement basis only, based upon completion of the Agreement requirements. Grantee shall provide County a detailed, itemized invoice requesting reimbursement of Eligible Costs containing information noted below. If a reimbursement request is not complete, the County will return the request for payment with deficiencies noted. The County, in its sole discretion, may pay that part of the reimbursement request that is complete, or decline payment until the reimbursement request is complete. All reimbursement requests shall include the following information:

- a) A letter itemizing Eligible Costs being claimed for reimbursement. Itemizations must clearly show the relationship between the Eligible Cost and the matters listed in Attachment A, Scope of Work.
- b) Clear copies of invoices that are for the Project and addressed to the Grantee.
- c) Evidence that all invoices have been paid. For example, a clear copy of the front side of the check or warrant issued to pay said invoices, or a receipt evidencing such payment. Account statements will not be accepted.
- d) Evidence that Grantee's cash contribution identified in the recitals were provided and expended.
- e) A report on the status of the Project, which shall include construction inspection reports.

Grantee may submit requests for reimbursement any time that they have claimable expenditures exceeding a minimum of \$1,000. However, Grantee must send the County reimbursement requests on a quarterly basis when they have claimable expenditures during that quarter that exceed \$1,000. No advances of Grant funds will be issued. The quarterly submittal dates are January 1, April 1, July 1, and October 1. Upon Project completion, the Grantee may submit a final Grant payment request that must include all the items required in a standard reimbursement request and the following:

- a) At least six (6) different photos of the Project; and,
- b) Demonstration of compliance with the acknowledgement required under Section I, Paragraph 1. c) (a photograph of the installed sign will suffice); and,

- c) A statement of how each one of the conditions noted in Section I, Paragraph 1. g) have been met.

If the reimbursement request is satisfactory, the County will provide payment to the Grantee within thirty (30) days of receipt of the request for reimbursement. The County of Santa Clara Parks and Recreation Department must have received Grantee's request for reimbursement within the Term of this Agreement, or any written extension thereof. Upon expiration of the Term of this Agreement, any remaining unexpended Grant funds will remain with the County. It is the Grantee's responsibility to keep track of the expiration of the Term of this Agreement and to ensure that the Project is completed and reimbursements submitted in advance of the expiration of the Term.

### **3. Project Records, County Audit and Inspection.**

Grantee is responsible for maintaining fiscal controls and fund accounting procedures that will show the following:

- a) The disposition of the proceeds of Grant funds provided to Grantee;
- b) The total costs of the Project;
- c) The amount and nature of that portion of the Project cost supplied by other sources; and,
- d) Any other records and controls that will facilitate an effective audit.

The fiscal controls and accounting procedures used to record Project costs and fund receipts should be based on generally accepted accounting standards and principles. Grantee shall maintain Project records (including paper and electronic media, as appropriate) showing compliance with all aspects of this Project Agreement for three (3) years after completion of the Project or until all claims are settled, whichever occurs last. All Project records shall be available to County within five (5) working days of County's reasonable notice. If the County determines that the Grantee used the Grant for ineligible costs, or other terms of the Project Agreement were breached, County may take any authorized actions under this Project Agreement and require the Grantee to repay the Grant, with interest at the rate earned on County's investments, and the cost of the audit.

In addition to an audit of Project Records, County staff may have access to the Project during business hours any time during construction, and, following completion of the Project, during business hours following reasonable notice by County. County personnel will follow any required safety protocols during construction.

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## SECTION IV

### INDEMNIFICATION, INSURANCE AND RELEASE

1. During the construction phase, the Grantee, at its sole cost and expense, shall provide the insurance set forth in the Attachment C, Insurance. As insurance requirements may differ from those in effect at time of grant application, Grantee will comply with requirements in effect at time of execution of this project agreement.

2. Except to the extent of Claims (defined below) resulting from the sole active gross negligence or willful misconduct of County, Grantee warrants, represents and agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's agents, directors, officers, Board of Supervisors, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Indemnitees") harmless and indemnify the County Indemnitees from and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges and expenses (including reasonable attorneys' fees, costs of court and expenses necessary in the prosecution or defense of any litigation including the enforcement of this provision) (collectively, "Claims") arising from or in any way related to, directly or indirectly, (i) Grantee's or Grantee's Representatives' use of the Grant funds, (ii) the conduct of Grantee's operations or business, (iii) from any activity, work or thing done, permitted or suffered by Grantee in or about Grantee's property wherever located, and/or (iv) Grantee's failure to perform any covenant or obligation under this Agreement.

3. Except to the extent of Claims resulting from the sole active gross negligence or willful misconduct of County, to the fullest extent permitted by law, Grantee agrees that neither Grantee nor any of the Grantee's Indemnitees shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Grantee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Grantee's property wherever located. Notwithstanding any provision to the contrary contained in this Agreement, at no time shall County be responsible or liable to Grantee or its representatives for any lost profits, lost economic opportunities or any form of consequential damage as the result of any actual or alleged breach by County of its obligations under this Agreement.

## SECTION V

### TERM OF AGREEMENT

This Agreement is effective on the Effective Date as stated above and shall remain in effect for thirty-six (36) months from the Effective Date ("Term"). If the Project is completed before the expiration of the Term, the Agreement shall then expire on the Project completion date. County reserves the right to cancel or terminate this Agreement at any time without any additional

HISTORICAL HERITAGE PROJECT AGREEMENT  
for the [insert project name]  
Fiscal Year 2014 HISTORIC HERITAGE GRANT FUNDS  
Page 7 of 17

obligation or liability.

SECTION VI

GRANTEE AUTHORIZED SIGNATURES

[insert name] has been authorized to execute this Agreement on behalf of the Grantee.

SECTION VII

NOTICES

Any notices provided pursuant to this Agreement shall be sent by regular mail to the respective parties addressed as follows:

COUNTY OF SANTA CLARA  
Robb Courtney, Director  
Parks and Recreation Department  
298 Garden Hill Drive  
Los Gatos, CA 95032  
Phone: (408) 355-2200

GRANTEE ORGANIZATION NAME  
Name  
Address  
Address  
Address  
Phone:

SECTION VIII

MISCELLANEOUS

1. **Entire Agreement.** This Agreement, including its attachments as referenced herein, contains the entire agreement by and between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.
2. **Headings.** Section headings shall not be used in construing this Agreement.
3. **No Waiver.** Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first party knows of such breach at the time it accepts such payment or performance.
4. **Governing Law.** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement contemplated by it, shall be

governed by, construed and enforced in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including mediation or other alternative dispute resolution proceedings, shall be brought only in Santa Clara County, California. **EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.**

**5. Written Modifications.** No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless agreed to in writing and signed by both Parties to this Agreement.

**6. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their successors and assigns.

**7. Construction.** This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

**8. Illegality or Unenforceability.** If any provision of this Agreement, or the application of it to any person or circumstances, shall to any extent be invalid, void or unenforceable, the remainder of this Agreement, or the application of this provision to any person or circumstances other than those as to which it is invalid, void or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except where such illegal, invalid, void or unenforceable provision is material to the Agreement in which case this Agreement shall be void.

**9. Conflict of Interest.** Grantee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination by County of this Agreement.

**10. Confidentiality.** Except as otherwise provided for herein, Grantee shall keep the records, information, materials and documents provided to Grantee under this Agreement confidential and shall not disclose the contents thereof except as otherwise authorized by County, in its sole discretion. Grantee, may, however, disclose said records, information, materials and documents to its attorneys, accountants, engineers, surveyors, financiers, bankers and other parties necessary for fulfillment of its obligations and responsibilities under this Agreement provided such other parties keep said records, information, materials and documents confidential at all times and are required to do so by written agreement.

**11. Funding Contingency.** This Agreement is contingent upon the appropriation of sufficient funding by County for the obligations and responsibilities of County covered by this Agreement. If funding is reduced or deleted by the County for the obligations or responsibilities of County covered by this Agreement, then County may terminate this Agreement at its election without liability or obligation.

**12. California Public Records Act.** County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Grantee's proprietary information is contained in documents submitted to County, and Grantee claims that such information falls within one or more CPRA exemptions, then Grantee must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, County will use reasonable efforts to provide notice to Grantee prior to such disclosure. If Grantee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before County's deadline for responding to the CPRA request. If Grantee fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information even if marked "CONFIDENTIAL AND PROPRIETARY".

**13. Relationship of Parties.** The Parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the Parties as joint venturers, partners, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Grantee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Grantee nor any person using or involved in or participating in any actions or inactions relating to this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County.

**14. No Third Party Rights.** The Parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

**15. Counterparts.** This Agreement may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both Parties.

**16. Survival.** Those provisions which by their nature should survive termination, cancellation or expiration of this Agreement, shall so survive, including but not limited to this Sections I.1., I. 4., III.3., IV, VII, and VIII inclusive.

17. **Signatories.** The undersigned signatories each represent and warrant that they are authorized to execute this Agreement for the party on whose behalf they are signing.

**IN WITNESS WHEREOF**, the parties have executed this Historical Heritage Project Agreement as of the Effective Date as provided above.

**COUNTY OF SANTA CLARA**

**[INSERT GRANTEE NAME]**

\_\_\_\_\_  
George Shirakawa, President  
Board of Supervisors

\_\_\_\_\_  
[insert name and title]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Maria Marinos, Clerk

**Approved as to form and legality:**

**Approved as to form:**

\_\_\_\_\_  
Shirley R. Edwards,  
Deputy County Counsel

\_\_\_\_\_

**ATTACHMENT A**

**SCOPE OF WORK**

**GENERAL PROJECT DESCRIPTION**

[insert project description]

**ITEMIZED SCOPE OF WORK BEING FUNDED BY GRANT**

The Project Applicant shall:

[insert scope of work]

All work will be performed to meet the terms of the Historical Heritage Project Agreement, and the Historical Heritage Grant Program Application and Procedures, including any and all revisions thereto.

**ATTACHMENT B**

**ITEMIZED PROJECT BUDGET CORRESPONDING WITH ATTACHMENT A**

<b>WORK TO BE PERFORMED</b>	<b>GRANTEE CASH CONTRIBUTION</b>	<b>GRANT</b>	<b>TOTAL</b>
<b>TOTAL PROJECT AMOUNT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**ATTACHMENT C**

**CURRENT CERTIFICATE OF INSURANCE**

**The Project Applicant shall provide evidence of meeting the insurance requirements as shown in the County's Insurance Exhibit attached.**

**The Project Applicant shall attach insurance certificate to all three copies of Project Agreement when submitting their signed Agreement to the County for execution.**

INSURANCE REQUIREMENTS FOR  
GRANT AGREEMENT

Indemnity

To the fullest extent allowed by law, the Grantee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Grantee and/or its agents, employees or sub-Grantees, excepting only loss, injury or damage caused by the sole or active negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Grantee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Grantee is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Grantee's indemnification of the County, the Grantee shall 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:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Grantee shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Grantee upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Grantee shall not commence the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Grantee.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies 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 County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

Rev. 1/2012

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$500,000
  - b. General aggregate - \$500,000
  - c. Products/Completed Operations aggregate - \$500,000
  - d. Personal & Injury - \$500,000
  
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed Operation
  - d. Personal & Injury liability
  - e. Severability of interest
  
3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:
  - a. Additional Insured Endorsement, which shall read:
 

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Grantee shall be notified by the contracting department of these requirements.
  
5. Workers' Compensation and Employer's Liability Insurance
  - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
  - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

**E. Special Provisions**

The following provisions shall apply to this Agreement:

Rev. 1/2012

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Grantee and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Grantee pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Grantee. However, this shall not in any way limit liabilities assumed by the Grantee under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Grantees obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. The County reserves the right to withhold the grant to the Grantee in the event of material noncompliance with the insurance requirements outlined above.

Rev. 1/2012