HISTORICAL HERITAGE GRANT PROGRAM
Application and Procedural Guide

July 23, 2020

County of Santa Clara
Historical Heritage Commission

Application due date: Thursday, October 22, 2020
Two online workshops will be offered this year. The same material will be covered at each workshop, so the prospective applicant may attend whichever workshop is most convenient for their schedule.

Thursday, August 6, 2020 at 10:00 AM – 11:30 AM

Thursday, August 27, 2020 at 1:00 PM – 2:30 PM

- Prospective applicants are strongly encouraged to attend a workshop before preparing a grant application packet.

- Contact Grant Program Staff via email to register for a Technical Workshop. Meeting log-in information will be sent to you via email.

- One of the workshops will be recorded and available for those unable to participate in a workshop at the time offered.

- The workshops are intended to provide prospective applicants with technical information regarding the grant program and application packet filing process.

Please direct questions to:

April Smith, Management Analyst
County of Santa Clara Parks and Recreation Department
298 Garden Hill Drive
Los Gatos, CA 95032
Telephone: (408) 355-2227
E-mail: Grant@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 with the application from the property owner consenting to the project and committing to the execution of the Grant funding agreement in the form of the sample resolution (Appendix E).

4. The project must involve the stabilization, preservation, rehabilitation, restoration and/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 the date on which the Historic Heritage Commission’s recommendation for funding is made to the Board of Supervisors.

6. Projects must have all of the necessary funding in place to complete the project, 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 fundraising campaign.

**Ineligible Projects**

Projects ineligible for funding include:

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**

Budgets involving low funding priorities may be scored lower. 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**

$990,000.00 is available for this round.

**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.

**In-Kind Contributions**

*In-kind contributions and services such as volunteer labor, administration staff time devoted to managing the project, etc., are not considered a grantee cash contribution.* Applicants may discuss any in-kind contributions to their project in the budget section of the Project Proposal (Appendix C). Only items which are funded by grantee cash or grant funded and are readily auditable ‘hard costs’ may be listed in the Grant Scope/Cost Estimate Form (Appendix D).

**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 grant funding agreement if grant funds are awarded, unless otherwise delegated by the property owner.

**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 a contingency fund 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 the Secretary of Interior website or [https://www.nps.gov/tps/standards.htm](https://www.nps.gov/tps/standards.htm)
**Application Packet Submittal**

Applicants should review all Grantee requirements before submitting an application.

Applicants may submit an application for more than one HHGP project. Each project must be accompanied by a separate application packet.

This process does not commit the County to fund, nor does it commit the County to pay any cost incurred in the submission of an application, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of grant funding. All costs associated with the application preparation are the responsibility of the submitting applicant.

- All application forms will be available in Word format. They may be downloaded from the parkhere.org website.
- The completed application packet must be submitted electronically via DocuSign. Contact staff at least 7 days before application deadline so that we can assist you with the DocuSign submittal process.
- The Application Packet Requirements and Checklist (Appendix A) must be submitted as part of the grant application packet confirming that all elements and forms of the application have been completed.
- The application packet should be presented in the order indicated in Appendix A with a cover page before each checklist item. If a Checklist item does not apply, note “N/A” and provide a brief explanation why the item is not applicable.
- Complete the Master Application Form (Appendix B) and prepare a project proposal addressing the questions in Appendix C.
- 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 responsible for executing all documents, including the grant funding agreement, and has the authority to legally bind the applicant by resolution, charter, bylaws, etc.
- Submit only the items shown in the Checklist. Please do not submit supplementary materials, such as PowerPoint presentations, videos, or letters of support.
- Number all pages, including cover pages. Hand numbered pages are acceptable.
- After assembling the application packet, electronically scan the completed packet into a single PDF document. The PDF document must be in color and include scanned signatures.

Application packets must be received by 5:00 PM on October 22, 2020.
### Competitive Review Process Timeline

*Note: Timeline is an estimate only.*

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>July 23, 2020</td>
<td>Grant application packet released.</td>
</tr>
<tr>
<td>August 6 &amp; 27</td>
<td>Technical Workshop held.</td>
</tr>
<tr>
<td><strong>Thursday, October 22</strong></td>
<td><strong>Grant applications due</strong></td>
</tr>
<tr>
<td>November 6</td>
<td>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 December 4, 2020. If application completeness issues are not resolved within the stated timeframe, the project will be deemed ineligible for grant funding.</td>
</tr>
<tr>
<td>December 4</td>
<td>Application completeness information (if any) due to staff.</td>
</tr>
<tr>
<td>Jan/Feb 2021 HHC meeting</td>
<td>Grant application packets reviewed and evaluated for eligibility by the Historical Heritage Commission (HHC). Staff report on application completeness and eligibility received and accepted by the HHC. HHC makes eligibility determinations. Applicants deemed eligible for funding may make a brief presentation of their project to the HHC. Ad hoc committees established by the HHC to accomplish project site visits.</td>
</tr>
<tr>
<td>March/April HHC meeting</td>
<td>HHC ad hoc committees present verbal reports on project site visits as a status update. Score Sheets distributed to HHC.</td>
</tr>
<tr>
<td>April/May HHC mtg</td>
<td>Staff report on preliminary rankings and funding recommendations received by the HHC. Final funding recommendations made by the HHC.</td>
</tr>
<tr>
<td>June/July</td>
<td>HHC award recommendations presented to the Board of Supervisors for approval.</td>
</tr>
<tr>
<td>Fall 2021</td>
<td>Grantees receive Grant Funding Agreement for execution.</td>
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</table>
Reservations
The County reserves the right to make changes to this process without liability, obligation or requirement to pay any costs incurred by any applicant in applying for grant funding, including but not limited to:
1. Reject all applications without any reason for the rejection.
2. Ask the applicant to revise or modify its application.
3. Modify, in the final grant funding agreement, any terms and/or conditions described in this Manual.
4. Terminate this process at any time for the convenience of the County.
5. Change any of the procedures or process described in this Manual.

Execution of Grant funding agreement
Grant applicants should carefully review the terms of the grant funding agreement before completing the application packet.

Prior to funding, grantee shall execute the legally binding grant funding agreement, without grantee modification, which includes the Grant Scope /Cost Estimate for the project, a sample of which is attached herein as Appendix H. The scope of work cannot be materially changed once the grant is awarded and the grant funding agreement is executed.

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

Funds are not committed until the grant funding agreement is fully executed.

Insurance
Grantees must meet the insurance requirements in the grant funding agreement and agree to the indemnification obligation. See sample grant funding agreement (Appendix H) for the insurance requirements.

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 grant funding 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 Performance Accomplishment Reports twice yearly to the designated County Parks and Recreation Department Management Analyst. Reports are due by May 1 and November 1 while the grant funding agreement is active. At the request of the Historical Heritage Commission, grantees may be required to present a progress report to the commission at a regular meeting.

**Changes to Grant Funding Agreement Term**
Grantees must complete the project and demonstrate the project to be fully usable within the grant funding agreement term. The County may approve an extension of the term of the grant funding agreement for delay not within the control of the grantee. *The grantee must request the extension at least three months prior to the expiration of the term of the grant funding agreement.*

If the grant project cannot be completed within the required timeframe and the grant funding 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 & Signage Requirements**
Grantees are required to publicly 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. *The sign design must be approved by the County prior to installation.* 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 Parks and Recreation Department’s Historical Heritage Grant Program.”

**Approved Construction materials for signage**
A variety of construction materials are available that, when properly used, have the potential to enhance sign effectiveness. Select sign materials based on appropriateness for the site, longevity, esthetics, cost, required maintenance, and so forth.

- Anodized aluminum (Preferred) also known as Duratone, Dura-Etch, and Novalloy.
- Embedded fiberglass. Also known as Modulite and Fibrex.
- Photometal. An aluminum alloy electronically treated to produce a colored corrosion-resistant surface.
- Polycarbonate. Also known as Lexan and Tuffak, this is a clear material with impact strength about 250 times stronger than glass.
- Porcelain enamel. Also known as Dura-Enamel and Enameltec.

Example of a bronze plaque used at the Campbell Water Tower. **Note that the required text is different now from when this particular sign was created:**
Reimbursements

Grant funds are issued on a reimbursement basis only, based upon completion of the grant funding agreement requirements. No advanced funds will be issued. Grantees must keep accurate accounting records of all HHGP project expenditures. Reimbursement is limited to expenditures for work approved in the “Grant Scope” of the grant funding 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. HHGP Payment Request Form completed and signed by the authorized representative.
2. HHGP Project Expenditure Worksheet which clearly shows the relationship between expenditures and the grant scope of work deliverables in the grant funding agreement.
3. Itemized invoice(s) demonstrating expenditure of eligible costs. All grant project invoices must be directed to the grantee.
4. 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.
5. Performance Accomplishment Report that may include photos and construction inspection reports as applicable.

If the grantee is providing cash contribution funds, such funds must be utilized before requests for reimbursement are made for HHGP funds. Documentation substantiating the expenditure of grantee’s cash contribution 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 must 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 grant funding agreement. It is the responsibility of the grantee to be knowledgeable of the grant funding 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 grant funding 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 grant funding agreement were breached, the County may take any action permitted under the law or authorized actions under the grant funding 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.

All applications and documentation submitted with the applications (including any and all information contained therein) become the exclusive and sole property of the County. The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If proprietary information is contained in documents submitted to County, and Applicant claims that such information falls within one or more CPRA exemptions, Applicant 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, the County will make best efforts to provide notice to Applicant prior to such disclosure. If Applicant 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 the County responds to the CPRA request. If Applicant fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information. Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Applicant.
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. A written description of the project proposal must be submitted with the Master Application Form (Appendix B). 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 an 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.


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 is expected to 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

<table>
<thead>
<tr>
<th>County of Santa Clara</th>
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<tbody>
<tr>
<td>HISTORICAL HERITAGE GRANT PROGRAM</td>
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<table>
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<tr>
<th>PROJECT NAME</th>
<th>Requested GRANT Amount $</th>
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<tr>
<td></td>
<td>Other Funding Sources $</td>
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<table>
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<tr>
<th>PROJECT PHYSICAL ADDRESS (including zip code)</th>
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<tbody>
<tr>
<td>Estimated TOTAL PROJECT COST $</td>
</tr>
<tr>
<td>Nearest Cross Street</td>
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<table>
<thead>
<tr>
<th>GRANT APPLICANT (entity applying for the grant)</th>
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<tbody>
<tr>
<td>GRANT APPLICANT’s Mailing Address</td>
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<thead>
<tr>
<th>AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER</th>
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<tbody>
<tr>
<td>Name (typed or printed) and Title</td>
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<tr>
<td>Email Address</td>
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<td>Phone</td>
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<tr>
<th>DIRECTOR/PRESIDENT/CEO</th>
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<tbody>
<tr>
<td>Name (typed or printed) and Title</td>
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<tr>
<td>Email Address</td>
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<td>Phone</td>
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<tr>
<th>DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE)</th>
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<tr>
<td>Name (typed or printed) and Title</td>
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<td>Email Address</td>
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<td>Phone</td>
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| GRANT SCOPE: I/we 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 and if such grant is awarded I/we fully intend and shall comply with all terms and conditions of the Historical Heritage Grant Program Application and Procedures Manual including the Grant Agreement attached as Appendix H. 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. |

<table>
<thead>
<tr>
<th>Signature AUTHORIZED REPRESENTATIVE as shown in Resolution</th>
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<tr>
<td>Date</td>
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</table>

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 (10) numbered 8 ½” x 11” pages (10 PDF pages), not including attachments, photos or drawings, using 12-point Arial font with margins no smaller than .5” on all sides.

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 historic preservation need will the project 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 cash contribution 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.
• In-Kind Contributions: Applicant is to discuss any in-kind contributions to 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 grant funding agreement will serve as adequate evidence of continued public use.
### APPENDIX D: GRANT SCOPE/COST ESTIMATE FORM

*(will be provided in a Word document)*

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED*</th>
<th>GRANTEE CASH CONTRIBUTION</th>
<th>GRANT</th>
<th>TOTAL</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>

**TOTAL PROJECT AMOUNT**

Contingency (Optional) |       |       |

* 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.

Only items which are funded by grantee cash or grant funded and are readily auditable ‘hard costs’ may be listed in the Grant Scope/Cost Estimate. Do not list In-Kind Contributions.

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

**Signature**

---

**APPLICANT’S AUTHORIZED REPRESENTATIVE**

**Date**

---

HHGP Application and Procedural Guide Page 18 of 40
APPENDIX E: PROPERTY OWNER APPROVAL

(Will be provided in a Word document)

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 sign the grant application and 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
________________________, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:


ATTEST:


APPROVED AS TO FORM AND LEGALITY:


## APPENDIX F: FUNDING SOURCES FORM
*(will be provided in a Word document)*

**APPLICANT ____________________ PROJECT NAME __________________________**

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>DATE COMMITTED</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>HHGP Funding</td>
<td>TBD</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
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<tr>
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<td>$</td>
</tr>
</tbody>
</table>

**TOTAL FUNDING SOURCES**
*Must Equal Estimated Total PROJECT Cost*

<table>
<thead>
<tr>
<th>CONTINGENCY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Points Possible</th>
<th>Not All True</th>
<th>Not Adequately</th>
<th>Generally True</th>
<th>Mostly True</th>
<th>Absolutely True</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>1</td>
<td>2-3</td>
<td>4</td>
<td>5</td>
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<tr>
<td>10</td>
<td>0</td>
<td>1-3</td>
<td>4-6</td>
<td>7-9</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>0</td>
<td>1-6</td>
<td>7-12</td>
<td>13-19</td>
<td>20</td>
</tr>
</tbody>
</table>

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 cash contribution 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 GRANT FUNDING AGREEMENT

GRANT FUNDING AGREEMENT
between the County of Santa Clara and [insert grantee name] for
[insert project name]
(Fiscal Year 2020 HISTORIC HERITAGE GRANT FUNDS, [insert award amount])

(As amended by County program staff from time to time within its sole discretion, prior to execution)

This Grant Funding Agreement (“Agreement”), is made and entered into, as of the last date signed below by all parties (“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 [insert grantee name], a non-profit 501(c)(3), whose Federal Tax ID# is [insert grantee Tax ID#], with its primary offices located at [insert grantee address] (“Grantee”).

RECITALS

WHEREAS, the Grantee submitted an application to the County’s Historical Heritage Commission (”Historical Heritage Commission”) for funding of the [insert 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 application and forwarded its recommendation to the Board of Supervisors that it approve the allocation of $[insert award amount] from the Fiscal Year 2020 Historical Heritage Park Charter Development Funds (the “Grant”) to assist the Grantee with the Project; and,

WHEREAS, the Board of Supervisors reviewed the information provided 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 meeting date], reviewed and approved the recommendation of the Historical Heritage Commission to allocate Grant funding to assist with 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:

1. All Recitals contained herein above are incorporated into and made a part of this Agreement as terms and conditions.
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 and any other applicable laws. 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 permit, development permit, license, authorization, entitlement or other approval from the County, will defend, indemnify and hold harmless the County and its officers, agents, employees, boards and commissions from, for and against any claim, action or proceeding brought by any person or entity ("third party") other than the Grantee 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. This indemnity shall not apply to the gross negligence or willful misconduct of the County, or of its agents, officers, employees, boards or commissions.

   b) Secure all required approvals, including approvals from government agencies required for completion of the Project.

   c) Publicly 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) Publicly acknowledge the Grant by giving credit to the County in project-related materials including newsletters, brochures, and internet messages.

   e) Submit a written progress report for the Project 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. This includes request for documents 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) For work to be performed that is funded by both Grantee and Grantor as reflected in Attachment B, if Grantee's Cash Contribution for any itemized work to be performed is reduced, then the Grant contribution shall be reduced by the same percentage; 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 1770 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. You are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work. You are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at https://www.dir.ca.gov/dlse/cmu/cmu.html.

The Labor Code was recently amended to now require your compliance with the Department of Industrial Relations (DIR) electronic certified payroll reporting (eCPR) requirements which took effect on January 1, 2016. No contract can be awarded unless the public works project has been registered with the Department of Industrial Relations. Subcontractors used on the project must also comply. Additional information is available at http://www.dir.ca.gov/Public-Works/PublicWorks.html.

You agree to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices, Section 1811-1813 relating to the payment of Overtime and provisions pertaining to eCPR compliance.

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 the County has the sole discretion to 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 in an amount not to exceed 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. The County shall only reimburse for approved costs. 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 $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 four (4) 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 County approves the reimbursement request, 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 accordance with the terms of the Agreement.

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 action permitted by law and 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.
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, (iv) Grantee's failure to perform any covenant or obligation under this Agreement, and/or (v) the Project.

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 an agreed upon date by the parties or as otherwise determined by County in its sole discretion. County reserves the right to cancel or terminate this Agreement at any time without any additional 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:

<table>
<thead>
<tr>
<th>COUNTY OF SANTA CLARA</th>
<th>GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Rocha, Director</td>
<td>Contact &amp; title</td>
</tr>
<tr>
<td>Parks and Recreation Department</td>
<td>Department</td>
</tr>
<tr>
<td>298 Garden Hill Drive</td>
<td>Address, City &amp; Zip</td>
</tr>
<tr>
<td>Los Gatos, CA 95032</td>
<td>Phone: (408) 355-2220</td>
</tr>
</tbody>
</table>

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 County disclosure, Grantee is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before County responds to the CPRA request. If Grantee fails to obtain such remedy, Grantee will have forever waived its right to dispute the disclosure and County will disclose, at its election, the requested information even if marked “CONFIDENTIAL AND PROPRIETARY”, in which case neither Grantee nor any third parties will have any right or claim against County for such disclosure. If County elects to not disclose the information or is precluded from disclosing the information because of a court order or other remedy obtained by Grantee or any Grantee representative, then Grantee represents, warrants and agrees that it will defend, indemnify and hold harmless the County for and against all claims, causes of action, liabilities, relief, injunctions, penalties, attorneys’ fees, court costs, costs of litigation including discovery, settlement, and other remedies obtained or sought by any third party claiming such information should have or are required to be disclosed.

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. **Equal Opportunity/Non-Discrimination.** No party contracting with the County will discriminate against any subcontractor, employee, or applicant for employment, because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital
status. It is further the policy of the County that no party contracting with the County may
discriminate in the provision of services under the contract because of age, race, color, national
origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability,
medical condition, political beliefs, organizational affiliations, or marital status.

18. 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.

SIGNATORIES:

[insert grantee name]

[INSERT NAME]  ____________________
[insert title]  Date

COUNTY OF SANTA CLARA

APPROVED BY:

__________________________
SYLVIA GALLEGOS
Deputy County Executive

APPROVED AS TO FORM
& LEGALITY

__________________________
TONY LOPRESTI
Assistant County Counsel
GRANT FUNDING AGREEMENT

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.
GRANT FUNDING AGREEMENT
ATTACHMENT B

ITEMIZED PROJECT BUDGET CORRESPONDING WITH ATTACHMENT A

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TOTAL PROJECT AMOUNT $ $ $
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

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-contractors, excepting only loss, injury or damage caused by the sole 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 contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

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 receive a Notice to Proceed with 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

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $1,000,000
   c. Products/Completed Operations aggregate - $1,000,000
   d. Personal Injury - $1,000,000

2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   d. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

   **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.

4. Fidelity Bond

Before receiving any reimbursement under this Agreement, Grantee will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Grantee will notify County immediately, and County may withhold further payment to Grantee until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

E. Special Provisions

The following provisions shall apply to this Agreement:

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. Should any of the work under this Agreement be sublet, the Grantee shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Grantee may insure subcontractors under its own policies.