

# **HISTORICAL HERITAGE GRANT PROGRAM**

## **Application and Procedural Guide**

**July 11, 2023**

**County of Santa Clara  
Historical Heritage Commission**



**Application due date: Thursday, October 26, 2023**

## Online Technical Workshops

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.

Tuesday, August 8, 2023 at 10:00 AM – 11:00 AM

Thursday, August 24, 2023 at 1:00 PM – 2:00 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:

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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 (HHC) 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 HHC 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 when the Historic Heritage Commission makes its funding recommendation determinations.
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. Grant funding cannot be used for historic resource surveys, historic reports, conditions assessments or feasibility studies.
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 or 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 involve 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***

\$579,723 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 Resolution***

All projects must have written approval in the form of a resolution from the property owner that the property will be used for park purposes for a minimum of 20 years and open to all Santa Clara County residents on a non-discriminatory basis. The resolution shall also delegate an authorized representative (by title) to sign and submit the grant application. The resolution must adhere to the form and language Appendix E.

### ***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/orgs/1739/secretary-standards-treatment-historic-properties.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.

Applications must meet the requirements of the Board adopted HHGP Policies (Appendix G) as well as all requirements detailed in this Procedural Guide.

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. Please state each question before making a response.
- 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 web links, 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 26, 2023.**

## **Competitive Review Process Timeline**

*Note: Timeline is an estimate only.*

July 11, 2023	Grant application packet released.
August 8 & 24	Technical Workshop held.
<b>Thursday, October 26</b>	<b>Grant applications due</b>
November 9	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 11, 2023. If application completeness issues are not resolved within the stated timeframe, the project will be deemed ineligible for grant funding.
December 11	Application completeness information (if any) due to staff.
Jan/Feb 2024 HHC meeting	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.
March/April HHC meeting	HHC ad hoc committees present verbal reports on project site visits as a status update.  Score Sheets distributed to HHC.
April/May HHC meeting	Staff report on preliminary rankings and funding recommendations received by the HHC.  Final funding recommendations made by the HHC.
June/July HHC meeting	HHC award recommendations presented to the Board of Supervisors for approval.
Fall 2024	Grantees receive Grant Funding Agreement for execution.



## ***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 Procedural Guide.
4. Terminate this process at any time for the convenience of the County.
5. Change any of the procedures or process described in this Procedural Guide.

## ***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.

Funds are not committed until the grant funding agreement is fully executed. The agreement may be terminated at the County's convenience.

## ***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 must comply with all of the applicable provisions of the Labor Code, including, but not limited to, the requirement 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.

If awarded funding, grantees must provide evidence of their 'awarding body' registration with the California Department of Industrial Relations (DIR) to County Grant Staff for approval before incurring any project costs for which they will seek grant reimbursement.

When submitting any reimbursement requests which include labor expenses, grantee **must** include a copy (or copies) of the Prevailing Wage determination(s) from DIR, and evidence that the contractor has paid Prevailing Wage(s).

For purposes of registering a project with the DIR, the grantee is considered the 'awarding body' because the grantee is the project owner and would be awarding a contract for public works. The awarding body can be any kind of public agency or a private entity using public funds.

### ***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 Project 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 HHC, grantees may be required to present a progress report to the commission at a regular meeting.

### ***Changes to Grant Funding Agreement Term***

Within three years from the date of execution of the grant funding agreement, Grantee must complete the project and demonstrate the project to be fully usable and open to the public for its intended purpose. The County may approve a one-time 12- or 24-month extension of the term of the grant funding agreement for reasonable delays not within the control of the grantee. *The grantee must request the extension at least three months prior to the expiration 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. Grantee must work with Grant Administration Staff to obtain current signage standards, before preparing acknowledgement sign proofs. *The sign design must be approved by the County prior to installation.*

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."

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.

## ***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 “Scope of Work and Itemized Project Budget” in the grant funding agreement. Expenditures must be incurred within the grant funding agreement term.

Grantees may submit requests for reimbursement to the County not more frequently than on a quarterly basis, and only after the project has accrued claimable expenditures exceeding \$1,000 during that quarter. Grantees may choose to wait until project completion and submit a single reimbursement request for the entire project.

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. A copy of the Prevailing Wage Determination(s) from the California Department of Industrial Relations for any invoices which include labor.
5. Evidence that Prevailing Wage was paid.
6. 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.
7. Project 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 the 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. *The sign design must be approved by the County prior to installation.*

Final reimbursement requests must be submitted at least sixty (60) days prior to the expiration of the grant funding agreement. To ensure timely completion of the grant project and the receipt of reimbursement funds, it is the responsibility of the grantee to be knowledgeable of the grant funding agreement expiration date.

## ***Accounting Requirements***

Grantees are responsible for maintaining fiscal controls and 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 pay 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. State each evaluation factor and 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 Resolution. 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.
7.  501(c)(3) Certification. Attach copy of your organization's 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. If the historic resource is not locally designated at the time of grant application, attach DPR 523 series forms documenting the property's eligibility for local designation, to demonstrate that the Historic Designation process is underway.
9.  Photos of Historic Resource. Attach a minimum of four (4) 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

County of Santa Clara  
HISTORICAL HERITAGE GRANT PROGRAM

PROJECT NAME	Requested GRANT Amount      \$	
	Other Funding Sources      \$	
PROJECT PHYSICAL ADDRESS (including zip code)	Estimated TOTAL PROJECT COST      \$	
	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
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/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 Procedural Guide including the sample Grant Agreement attached as Appendix H.</p> <p>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 of 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. State each question before providing a response.

The project proposal should be no more than twenty (20) numbered 8 ½" x 11" pages (20 PDF pages, excluding attachments), using 12-point Arial font with margins no smaller than .5" on all sides. Do not include web links to additional content. Submit attachments such as land deed or leases, photos or drawings in the pages following your proposal.

### **1. Project Description**

- a) Describe the proposed project and the specific work items to be funded by the grant.
- b) Is the historic resource a locally designated landmark or an eligible landmark?
- c) Who will be responsible for performing what activities (work items)?
- d) Is the project part of a long-range project (multi-phased)? If so, where does the project fit into the anticipated larger program?
- e) Discuss how your project is consistent with the Secretary of the Interior's Standards.

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

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

### **3. Public Purpose**

- a) How will the project benefit the community?
- b) How will the project contribute to public education and awareness of the historic resource? Who is the targeted audience?
- c) Does this project involve work in areas that will not be programmed for public access (administrative areas)?



#### **4. Budget**

- a) Explain how the project is the most efficient, cost-effective way of addressing the identified preservation need.
- b) Explain how the project budget was determined.
- c) An HHGP project is considered a public work. Discuss how your budget has incorporated Prevailing Wages.
- d) Explain the competitive process that will be used to award contracts paid for by grant funds.
- e) Explain how the anticipated costs to accomplish the project are realistic, reasonable, necessary, and clearly defined. The cost basis for the budget must be documented and justified.
- f) How recently were cost estimates obtained?
- g) This is a reimbursement grant program, therefore grantees must be able to have sufficient cash available to complete the project (e.g. cash on hand, line of credit). Are sufficient funds currently available to complete the project?
- h) If your proposed project will be partially funded by cash contributions and/or other grants, has that funding been secured? If not providing a cash contribution to the project, the answer to this question should be N/A.
- i) Has your organization previously received County funds (such as HHGP, HGP or other funding)? If so, provide the name of the funded project(s), the funding source (e.g., name of the grant program), the funding year(s), and the grant amount(s).
- j) If the project is part of a long-range project (multi-phased), how many phases are required to complete the project?
- k) Do you intend to request additional County funding in the future for the same project?
- l) Does this project involve infrastructure improvements or other low funding priorities?
- m) Contingency Funding: Applicant is to discuss how contingencies will be addressed if discovered during the project, and how they will be funded.
- n) In-Kind Contributions: Applicant may discuss any in-kind contributions to the project (e.g., volunteer labor, administrative oversight).

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

- a) Describe the plan for long-term maintenance and operation of the historic resource.
- b) What funding sources or other resources will be used to maintain and operate the property in the future?

- c) 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**

- a) Have all planning, feasibility, and design stages been completed?
- b) Describe the personnel and methods to be utilized to carry out the project.
- c) What individual or team will manage the project from the time the grant is awarded until project completion?
- d) What experience does this individual or management team have which qualifies them to manage the project?
- e) Describe how the proposed project schedule is realistic and achievable.
- f) Have any necessary agreements with other organizations or agencies been completed?

**7. Land Tenure**

- a) Demonstrate the project is located in a public or private park as defined in the eligibility criteria, (e.g., attach zoning map or ordinance).
- b) 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 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
1.			
2.			
3.			
4.			
<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 that incorporate low priority items will be scored lower.

Only items which are readily auditable 'hard costs' may be listed in the Grant Scope/Cost Estimate. Do not list In-Kind Contributions.

**APPENDIX E: PROPERTY OWNER RESOLUTION**

(This language is prescribed and may not be modified without consent from the County)

**RESOLUTION OF [insert name of property owner]  
APPROVING [insert name of applicant organization]’s APPLICATION FOR A  
COUNTY OF SANTA CLARA HISTORICAL HERITAGE GRANT FOR  
[insert project name] PROJECT IN [insert park name] 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 [insert name of applicant organization] (“Applicant”) proposes that the County award Grant Program funds for the [insert project name] project (“Project”) in [insert park name] Park (“Park”), located at [insert park street address]; 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**, [insert name of property owner] has granted permission (consent) to Applicant to use the property for the Project for the period of twenty years (20 years), and said consent is evidenced by a grant deed, lease, license or other agreement granting such rights to the Applicant; and,

**WHEREAS**, Applicant is required pursuant to the Historical Heritage Grant Program Procedural Guide to designate a legally authorized representative to administer the Project and to execute the Grant Funding Agreement (“Grant Agreement”), along with any amendments thereto, on behalf of the Applicant.

**NOW, THEREFORE, BE IT RESOLVED** that the [insert name of property owner] 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 local Charter limits on appropriations for future years, will be open to all Santa Clara County residents on a non-discriminatory basis; and
2. The [insert name of property owner] has reviewed the proposed Project and provided 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. The [insert name of property owner] hereby delegates authority to [insert title] of [insert name of applicant organization], to sign and submit the Grant Application to the County, to negotiate, execute, amend, or terminate the Grant Agreement and any other agreements in relation to the Historical Heritage Grant Program, and authority to administer and carry out all terms and conditions of the Grant Agreement and related agreements including, but not limited to, taking any all other necessary actions to complete the Project.
4. By delegating such authority to [insert title] of [insert name of applicant organization], the [insert name of property owner] acknowledges, agrees, represents and warrants that the execution of the Grant Agreement and any and all other agreements or amendments by [insert title] of [insert name of applicant organization] binds and obligates the [insert name of property owner] to comply with all terms and conditions of such agreements, without the necessity of additional approvals or conditions;
5. The [insert name of property owner] has had the opportunity to seek the advice of its own legal counsel and other professionals in connection with the Grant Agreement and the Historical Heritage Grant Program Procedural Guide.
6. The [insert name of property owner] hereby approves [insert name of applicant organizations]'s application for the County's Historical Heritage Grant Program funds for the [insert project name] Project in [insert park name] Park.

**PASSED AND ADOPTED** by the \_\_\_\_\_ on \_\_\_\_\_, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
 Signature on behalf of Property Owner  
 [insert name and title]

**APPENDIX F: FUNDING SOURCES FORM**

*(will be provided in a Word document)*

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>		\$

## **APPENDIX G: HISTORICAL HERITAGE GRANT PROGRAM POLICIES**

### **County of Santa Clara HISTORICAL HERITAGE GRANT PROGRAM POLICIES**

#### ***Policy 1***

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.

#### ***Policy 2***

Funding priority will be given to projects that assist in the accomplishment of the Historical Heritage Commission's mission to protect, preserve, and promote the historical and cultural heritage of Santa Clara County. Such projects include preservation planning or the stabilization, preservation, rehabilitation, restoration, acquisition, or interpretation of historic resources.

#### ***Policy 3***

Projects that focus on routine maintenance work, state or federal code compliance, reconstruction or new construction will be given a low funding priority.

#### ***Policy 4***

The capacity of an organization to complete the grant project within the designated period is weighed heavily in the evaluation process. If the proposal does not appear to be project-ready, the project may not be awarded grant funds.

#### ***Policy 5***

Applicants will not be awarded grant funds if the applicant has not already secured all other funding necessary to complete the project. Grant funds may not be used as "seed" money to raise additional funds in the future.

#### ***Policy 6***

Applicants may not be awarded grant funds if the applicant has an outstanding or incomplete Historical Heritage Grant Program project.

#### ***Policy 7***

The Historical Heritage Commission will consider the staff recommendations evaluating the grant proposals against the Policies and the grant application requirements.

#### ***Policy 8***

Historical Heritage Grant Program Funding Agreements will have a three-year term. Applicants receiving grant funds must execute the require Funding Agreement within six (6) months of the Board of Supervisor's approval of the Commission's funding recommendations. Funds are not committed until the

Project Agreement is executed.

***Policy 9***

Funded grant projects may require review by the Historical Heritage Commission prior to the commencement of work to ensure that the proposed project is consistent with the Secretary of the Interior's Standards. Prior to modifying any aspect of the Project, grantee must contact Program Staff as further review by the Historical Heritage Commission may be required.

***Policy 10***

Applicants must submit 6-month progress report(s) outlining progress made towards the completion of the grant project.

***Policy 11***

One (1) Historical Heritage Grant Program funding agreement extension for a term no longer than two (2) years may be granted only under special circumstances. If the project cannot be completed within the required timeframe, unused grant funds will be returned to the County Park – Historical Heritage Fund or the Parks Discretionary Fund to offset any projected budgetary shortfalls.

***Policy 12***

Costs incurred by the Parks and Recreation Department for administering the Historical Heritage Grant Program will be charged to the Historic Heritage Grant Program Funds. The Program funds are derived from Park Charter funds. A 10% fee for grant program administration shall be deducted, in advance, from the annual allocation for the program.



## **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 2024 Historic Heritage Grant Funds, \$[insert award amount])**

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 (“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”). County and Grantee shall sometimes be referred to herein individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, the Grantee submitted an application to the County’s Historical Heritage Commission (“Historical Heritage Commission” or “Commission”) for funding of the [insert project name] (“Project”) at [insert address];

**WHEREAS**, the Project includes [project description], as more fully described in Attachment A “Scope of Work and Itemized Project Budget” incorporated and made a part of this Agreement by reference herein;

**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 recommended award amount] from the Fiscal Year 2024 Historical Heritage Park Charter Development Funds to assist the Grantee with the Project;

**WHEREAS**, the Board of Supervisors reviewed the information provided in support of the Project and found 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 \$[insert award amount] (“Grant”) 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, County and Grantee agree to the foregoing and as follows:

## **SECTION I. GRANTEE RESPONSIBILITIES**

The County and Grantee agree that the foregoing recitals of the Agreement are the basis for and incorporated into and made a part of this Agreement as terms and conditions. The County and Grantee further agree that County funding is subject to the following conditions:

### **A. General.**

Grantee, at Grantee's sole cost and expense, shall 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 agrees to the following terms and conditions.

- (1) Approvals.
  - (a) Grantee shall 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.
  - (b) Grantee shall secure all required approvals, including approvals from government agencies required for completion of the Project.
  - (c) 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 County, will defend, indemnify, and hold harmless 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 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. 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 County, or of its agents, officers, employees, boards, or commissions.
- (2) Acknowledgements.
  - (a) Grantee shall 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 shall obtain County Parks and Recreation Department review and approval of the plaque or sign prior to manufacture and installation.

- (b) Grantee shall publicly acknowledge the Grant by giving credit to County in project-related materials including newsletters, brochures, and internet messages.
- (3) Reports and Documentation.
  - (a) Grantee shall submit a bi-annual written project accomplishment 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.
  - (b) Grantee shall provide any documentation the Historical Heritage Commission requests regarding the Project. This includes, but is not limited to, 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.
  - (c) Grantee shall 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. County Parks and Recreation Department Staff will facilitate the scheduling of the presentation.
- (4) Additional Conditions for Artwork Restoration
  - (a) If the Scope of Work involves the restoration or alteration of an artwork, mural, or other original work of authorship within the meaning of 17 U.S.C. § 102, Grantee shall obtain a License from the owner of the copyright to the work prior to requesting funding. This License must grant the right to (1) reproduce the copyrighted work; (2) prepare derivative works based upon the copyrighted work; (3) distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending; and (4) display the copyrighted work publicly. As a condition of the Agreement, Grantee must assign its license to the County.

**B. Capital Contributions.**

- (1) Grantee shall expend the Grant exclusively for third-party expenses arising from services, permits, fees, labor, materials, and equipment required for the Scope of Work and Itemized Project Budget specified in Attachment A for completion of the Project. No contribution made by County shall be used for Grantee's internal salary or administrative expenses, including office overhead or expenses.
- (2) Grantee shall successfully demonstrate expenditure of Grantee's cash contribution funds to County's satisfaction prior to reimbursement through the Grant. Additional funds needed to complete the Project shall be identified in Attachment A, Scope of Work and Itemized Project Budget.

- (3) County recognizes that the Itemized Project Budget identified in Attachment A is an estimate and may include a contingency. To the extent that costs qualifying for reimbursement through the Grant vary from this budget, the following provisions apply:
- (a) For work to be performed that is funded by both Grantee and County as reflected in Attachment A, 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;
  - (b) Adjustments may be made in the costs associated with Project elements 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, must be approved by the Historical Heritage Commission. The Commission shall have sole discretion whether to approve or disapprove such adjustments.
  - (c) Grantee is solely responsible for expenditures that may exceed the Grant amount.

### **C. 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. Grantee shall comply with all of the applicable provisions of the Labor Code, including, but not limited to, payment of prevailing wages. Grantee shall include prevailing wage requirements in all agreements with third parties for work or services needed to complete the Project. Grantee is hereby notified that prevailing wage must meet 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, as specified by the Director of Industrial Relations. Grantee is 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 requires Grantee's 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>.

Grantee agrees 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, and Sections 1811-1813 relating to the payment of Overtime and provisions pertaining to eCPR compliance.

Grantee must provide evidence of awarding body registration with the DIR to the County for approval before incurring any project costs for which Grantee will seek grant reimbursement.

**D. Project Conformance with the Secretary of the Interior’s Standards.**

The Project and the property upon which the Project is located shall at all times conform to the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Should Grantee’s implementation of the Scope of Work fail to conform to the Secretary of the Interior’s Standards, the County may, at its sole discretion, withhold reimbursement until Grantee cures the issue.

**E. Term of Agreement.**

- (1) This Agreement is effective on the Effective Date as stated above and shall remain in effect for three (3) years 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.
- (2) Grantee shall complete the Project and demonstrate the Project to be fully usable within the Term. County may, 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.
- (3) If Grantee fails to complete the Project within the required timeframe and does not receive an extension pursuant to this section, or if the Project does not conform to the Scope of Work in Attachment A, the Grantee shall return all awarded Grant funds to the County. The County may, at its sole discretion, agree in writing to accept a partially completed Project or a Project that does not conform to the Scope of Work.

**F. Operation and Maintenance.**

Upon completion of the Project, the Grantee represents and warrants that it shall 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. Grantee shall maintain the property in good operating condition during this period of time. Grantee shall be solely responsible for ongoing maintenance and operation.

**G. Termination**

The County may, upon written notice to Grantee, terminate all or part of this Agreement at any time for County’s convenience. Upon receipt of such notice, Grantee must immediately cease all work on the date and in the manner specified in the notice. Upon termination, County shall reimburse Grantee for eligible costs incurred pursuant to Section II of this Agreement. County is under no obligation to reimburse for work not yet completed or work that does not conform to the approved Scope of Work and Itemized Project Budget.

## SECTION II. COMPENSATION AND REIMBURSEMENT

### A. Reimbursement Amount.

County shall 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 terms and conditions of this Agreement and the availability of Grant funds.

### B. Reimbursement Requirements.

- (1) Grant funds shall be issued on a reimbursement basis only. No advanced funds shall be issued. Grantee shall keep accurate accounting records of all Project expenditures. Reimbursement shall be limited to expenditures for work approved in the Scope of Work and Itemized Project Budget (Attachment A). Expenditures shall be incurred during the Term.
- (2) Reimbursement requests may be submitted at Grantee's convenience but shall not exceed one request per quarter, and the Project shall have accrued at least \$1,000 in claimable expenditures during that quarter. Grantees must provide the following:
  - (a) HHGP Payment Request Form completed and signed by the authorized representative.
  - (b) HHGP Project Expenditure Worksheet which clearly shows the relationship between expenditures and the grant scope of work deliverables in the grant funding agreement.
  - (c) Itemized invoice(s) demonstrating expenditure of eligible costs. All Project invoices must be directed to the Grantee.
  - (d) A copy of the Prevailing Wage Determination(s) from the California Department of Industrial Relations for any invoices which include labor.
  - (e) Evidence that Prevailing Wage was paid.
  - (f) 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.
  - (g) Project Accomplishment Report that may include photos and construction inspection reports as applicable.
- (3) If Grantee is providing cash contribution funds, such funds shall 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.

- (4) If a reimbursement request is incomplete, County may, at its sole discretion, 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 shall endeavor to provide payment to the grantee within sixty (60) days of a complete submittal.
- (5) Upon Project completion, the Grantee shall 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.
- (6) Final reimbursement requests shall be submitted at least sixty (60) days prior to the expiration of this Agreement. It is the responsibility of the Grantee to be knowledgeable of the Agreement expiration date, to ensure timely completion of the Project and take all required steps to ensure receipt of reimbursement funds.

**C. Project Records, County Audit and Inspection.**

- (1) Grantee shall be responsible for maintaining fiscal controls and fund accounting procedures that 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.
- (2) The fiscal controls and accounting procedures used to record Project costs and fund receipts shall 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 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 Agreement were breached, County may take any action permitted by law and any authorized actions under this Agreement and require Grantee to repay the Grant, with interest at the rate earned on County's investments, and the cost of the audit.
- (3) In addition to an audit of Project Records, Grantee shall provide consent to County to access the Project during business hours any time during construction, and, following completion of the Project, during business hours following reasonable notice by County.

**SECTION III. INDEMNIFICATION**

Grantee covenants, warrants, represents, and agrees that it shall indemnify, defend, save, and hold harmless the County and all of its employees, officers, directors, attorneys, agents, contractors, successors and assigns in accordance with the indemnification provisions of Exhibit C, which is incorporated herein and made a part of this Agreement by this reference.

**SECTION IV. NOTICES**

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

<u>COUNTY OF SANTA CLARA</u>	<u>GRANTEE</u>
Director Parks and Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone: (408) 355-2220	Contact & title Department Address, City & Zip Phone

**SECTION V. MISCELLANEOUS**

**A. Entire Agreement.**

This document represents the entire agreement between the Parties in relation to the subject matter contained herein. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of the Agreement are merged into this Agreement.

**B. Amendments.** This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

**C. Conflict of Interest.**

- (1) Grantee shall comply, and require its 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 of this Agreement by County.



- (2) In accepting this Agreement, Grantee covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Grantee further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Grantee subcontractors may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- (3) If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Grantee shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Grantee’s employees, agents and subcontractors, who could be substantively involved in “mak[ing] a governmental decision” or “serv[ing] in a staff capacity” and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Grantee’s service to County under this Agreement. Grantee shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Grantee shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County.
- (4) If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Grantee shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

**D. Governing Law, Venue.**

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 or the transaction(s) contemplated by it, shall be governed by, construed, and enforced in accordance with the law 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 arbitration 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.

**E. Assignment.**

No assignment of this Agreement or of any of the rights or obligations hereunder shall be valid without the prior written consent of County.

**F. Waiver.**

No delay or omission by either Party hereto to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

**G. Compliance with All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention.**

- (1) Grantee shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Grantee shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Grantee shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Grantee discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Grantee shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor

Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

- (4) For purposes of this Section V.G, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) By signing this Agreement, Grantee affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Grantee violated an applicable wage and hour law or pay equity law. Grantee further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (6) If at any time during the term of this Agreement, Grantee receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Grantee shall promptly satisfy and comply with any such Final Judgment. Grantee shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Grantee shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) In addition to and notwithstanding any other provision of this Agreement concerning access to Grantee’s records, Grantee shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Grantee shall

provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section V.G, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Grantee's normal business hours upon no less than 10 business days' advance notice.

- (8) Grantee shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Grantee for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Grantee's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
  - (a) Suspend or terminate any or all parts of this Agreement.
  - (b) Withhold payment to Grantee until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
  - (c) Offer Grantee an opportunity to cure the breach.
- (10) Grantee shall impose all of the requirements set forth in this Section V.G on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

#### **H. County No-Smoking Policy.**

Grantee and its employees, agents, contractors, subcontractors and consultants, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County- owned buildings and leased buildings where County is the sole occupant, and (3) in all County vehicles.

#### **I. Food and Beverage Standards.**

Except in the event of an emergency or medical necessity, County's nutritional standards shall apply to any foods and/or beverages purchased by Grantee with Grant Funds for County-sponsored meetings or events.

**J. California Public Records Act.**

All documents and records provided to or made available to County under this Agreement become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Grantee proprietary information is contained in documents submitted to County, and Grantee claims that such information falls within one or more CPRA exemptions, 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 make 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 at its own cost, liability, and expense 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 Grantee fails to obtain such a remedy before County responds to the CPRA request, County may disclose the requested information and shall not be liable or responsible for such disclosure.

Grantee further warrants, represents, and agrees that it shall defend, indemnify, and hold County harmless against any and all claims, actions 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 any information arising from any representation, or any action (or inaction), by the Grantee, its contractors, consultants, employees, agents, or representatives.

**K. No Third-Party Beneficiaries.**

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties signing this Agreement. Subcontractors, sponsors, and affiliates shall have no right or claim attaching to this Agreement or to the Grant Funds and are not third-party beneficiaries of or to this Agreement.

**L. Relationship of the 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, or lender-borrower. 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 the Project or in the use of the Grant Funds shall be deemed a third party beneficiary to this Agreement nor an employee or agent of County, nor shall any such person represent himself or herself to others as a third party beneficiary to this Agreement or as an employee or agent of County.

**M. No Indemnification and Insurance by County.**

Nothing contained in this Agreement is to be construed as an indemnification by County for any loss, damage, injury or death arising out of or caused, in whole or in part, by the County or its Board of Supervisors, officers, executives, attorneys, employees, agents, representatives, contractors or subcontractors. Nothing contained herein shall be construed to, and nothing shall, obligate the County to provide any insurance, indemnity, or protection for or on behalf of any

third party, the Project, or the property owner.

**N. Subcontractors.**

If any obligation is performed for or on behalf of Grantee through a consultant, contractor, or subcontractor, Grantee shall remain fully responsible for the performance of all obligations under this Agreement and Grantee shall be solely responsible for all payments due to its contractors, consultants, or subcontractors. No contract, subcontract, or other agreement entered into by Grantee with any third party in connection with this Agreement, or for or in relation to the use of the Grant Funds, shall provide for any indemnity, guarantee, or assumption of liability by, or other obligation of, County with respect to such arrangement. No contractor, consultant, or subcontractor will be deemed a third-party beneficiary for any purposes under or to this Agreement.

**O. Nonexclusive Agreement.**

Grantee agrees that this Agreement is non-exclusive and County may at any time, in its sole discretion, enter into agreements with other parties for any purpose deemed to be in the best interest of the County.

**P. Paragraph Headings.**

The headings and captions of the various paragraphs and subparagraphs hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Agreement.

**Q. Cumulative Remedies.**

The rights and remedies of the Parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

**R. Counterparts and Electronic Signatures.**

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

**S. Construction/Severability.**

This Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

**T. Authority.**

Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained in this Agreement and that the persons signing below are authorized to sign on each Party's behalf.

**U. Office of Foreign Assets Control Compliance.**

Grantee represents to County that: (a) Grantee and each of the Grantee Representatives are not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (b) Grantee, and the Grantee Representatives, are not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

**W. County Regulatory Authority.**

Grantee acknowledges and agrees that County, acting not as landlord but in its governmental regulatory capacity, has certain governmental regulatory authority over the Premises and that nothing in this Agreement binds the County to exercise or refrain from exercising this discretionary governmental authority in any particular manner.

**X. Bribery Clause.**

Grantee certifies, represents, and warrants that Grantee and the Grantee Representatives have not been convicted of bribery or attempting to bribe an officer or employee of County or any other municipality or state entity nor has Grantee or any of the Grantee Representatives made an admission of guilt of such conduct which is a matter of record.

**Y. Insurance.**

Grantee shall provide insurance and comply with all insurance and other terms and conditions set out in the attached Attachment B.

**Z. Intellectual Property.**

- (1) County shall own all right, title, and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any documentation and deliverables created by Grantee during the performance of services that are identified in this Agreement. Grantee hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Grantee, either alone or jointly with others, during the period of Grantee’s agreement with the County or result from the use of premises leased, owned or contracted for by the County.
- (2) Grantee acknowledges that all original works of authorship which are made by Grantee (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Grantee agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Grantee, either solely or jointly with others, in connection with any agreement with the County.
- (3) If Grantee is undertaking a restoration or alteration of an original work of authorship within the meaning of 17 U.S.C. § 102, Grantee covenants that the owner of the copyright has consented to the restoration or alteration work. Grantee further covenants that it possesses a License consistent with Section I.A.4 of this Agreement and that it will assign this License to the County prior to requesting grant funding. Grantee hereby forever releases, discharges, and agrees to save and hold harmless County, its employees, agents, representatives, and Board of Supervisors, from, for and against any and all liabilities, claims, causes of action, allegations and lawsuits that are made or threatened to be made in relation to any use made of any of the Intellectual Property. These claims include, but are not limited to, the Copyright Act of 1976 (17 U.S.C. § 101 et seq.), the Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civ. Code §§987 and 989), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights.

**AA. Survival.**

All terms and conditions that by their nature should survive termination or expiration of this Agreement, shall so survive including but not limited to Sections I, III, IV, and V.



**BB. Attachments.**

The following attachments are included in this Agreement and are incorporated herein by this reference.

- Attachment A – Scope of Work and Itemized Project Budget
- Attachment B – Insurance Requirements and Proof of Insurance

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as provided below, effective as of the last date signed by all the Parties.

**Grantee:**

\_\_\_\_\_  
 [insert name and title]  
 [Grantee], a [DESCRIPTION (municipal corporation, organization)]

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

Approved as to form:

\_\_\_\_\_  
 Name:  
 Attorney

**COUNTY OF SANTA CLARA:**

\_\_\_\_\_  
 Sylvia Gallegos  
 Deputy County Executive

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
 Elizabeth Vissers  
 Deputy County Counsel

**ATTACHMENT A**

**SCOPE OF WORK AND ITEMIZED PROJECT BUDGET**

[insert project description and scope of work]

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

**ITEMIZED PROJECT BUDGET**

<b>WORK TO BE PERFORMED</b>	<b>GRANTEE CASH CONTRIBUTION</b>	<b>GRANT</b>	<b>TOTAL</b>
1.			
2.			
3.			
4.			
<b>TOTAL PROJECT AMOUNT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## ATTACHMENT B -- INSURANCE REQUIREMENTS AND PROOF OF INSURANCE

### 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.

## **APPENDIX I: 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:**

<u>Points Possible</u>	<u>Not At All True</u>	<u>Not Adequately</u>	<u>Generally True</u>	<u>Mostly True</u>	<u>Absolutely True</u>
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 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.