GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO
acting by and through its Public Utilities Commission

and

[GRANTEE] AND [OWNER]

THIS GRANT AGREEMENT ("Agreement") dated for reference purposes only as of [DATE], is made in the City and County of San Francisco, State of California, by and between **[NAME OF GRANTEE]** ("**Grantee**"), **[PROPERTY OWNER]** ("**Owner**"), and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**") acting by and through its Public Utilities Commission ("**Department**" or "**SFPUC**").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Grantee submitted to the SFPUC Application Documents seeking a grant from the SFPUC's *Green Infrastructure Grant Program* for the purpose of funding the design and construction of [DESCRIPTION OF PROJECT] on the property owned by the [Grantee/Owner] located at [INSERT ADDRESS] (the "**Property**"); and

B. The City has reviewed and competitively scored Grantee's Application Documents pursuant to San Francisco Administrative Code Chapter 21G and determined that Grantee's proposed Project satisfies the eligibility requirements to receive a grant under the SFPUC Green Infrastructure Grant Program and has determined to award Grantee such a grant on the terms and conditions set forth herein; and

C. Pursuant to the authority granted to the SFPUC General Manager under SFPUC Resolution No. 24-0093 and Board of Supervisors Ordinance No. 207-24, the SFPUC General Manager approved by letter, dated [DATE], the award of this grant to Grantee; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state, and local disability rights legislation, as the same may be amended, modified, or supplemented from time to time.

(b) "**Application Documents**" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices, and attachments; (ii) all documents, correspondence, and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications, or supplements to any of the foregoing approved in writing by SFPUC, attached as Appendix A.

(c) "**Approved Contractor Bid for Construction**" shall mean the construction bid amount included in the first construction payment request and approved by the SFPUC in the Approval Letter of Contractor Bid, which consists of grant funds contributed by the SFPUC for construction of the Project.

(d) "**Budget**" shall mean the budget included in the Application Documents and approved by the SFPUC, which consists of grant funds contributed by the SFPUC and Grantee's and Owner's contribution of funding, if any.

(e) "**Charter**" shall mean the Charter of City.

(f) "**Contractor**" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

(g) "**Controller**" shall mean the Controller of City.

(h) "**Effective Date**" is defined in Section 3.1.

(i) "**Eligible Expenses**" shall mean those costs described as "Eligible Costs" in the *Green Infrastructure Grant Program, Program Guidelines (July 2026)*.

(j) "**Event of Default**" shall have the meaning set forth in Section 11.1.

(k) "**Final Report**" shall mean the final report submitted to the SFPUC Grant Manager to receive the final payment disbursement.

(l) "**Final Walkthrough**" shall mean the final inspection of the site conducted by SFPUC Grant Manager and the Grantee.

(m) "**Fiscal Year**" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

(n) "**Funding Request**" shall have the meaning set forth in Section 5.3(a).

(o) "**General Manager**" shall mean the General Manager of the SFPUC or their delegate.

(p) "**Grantee's Contractor**" shall mean the contractor(s) hired by Grantee and/or Owner to design and/or install the Project at the Property.

(q) "**Grant**" shall mean this Agreement.

(r) "**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(s) "**Grant Program Guidelines**" shall mean the document published by SFPUC titled *Green Infrastructure Grant Program, Program Guidelines (July 2026)*, a copy of which is attached to this Agreement as Appendix B, as it may be amended from time to time by the SFPUC.

(t) "**Indemnified Parties**" shall mean: (i) City, including the Department and all commissions, departments, agencies, and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(u) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses, and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(v) "**Project**" shall mean the design and completed construction and installation at the Property of the stormwater management features described in the approved Application Documents.

(w) "**Project Completion Date**" shall mean the date of the SFPUC's final disbursement of Grant Funds, as described in Section 5.3, upon completion of the Project, the SFPUC's issuance of the Final Walkthrough, and the Grantee's submission of the Final Report.

(x) "**Project Year**" means each consecutive 12-month period during the Term as described in this paragraph. The first Project Year shall commence on the Project Completion Date and shall end on the day before the one-year anniversary of the Project Completion Date. A new Project Year shall commence on each successive anniversary of the Project Completion Date; however, the final Project Year shall end on the date the Term expires or terminates, whether or not consisting of twelve (12) full months.

(y) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material, or other communication for public dissemination, which relates to all or any portion of the Project or is paid for in whole or in part using Grant Funds.

(z) "**Term**" is defined in Section 3.2.

1.2 Additional Terms. The terms "as directed," "as required," or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary," or "proper" and similar terms shall mean sufficient, necessary, or proper in the sole judgment of the Department. The terms "approval," "acceptable," or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included," or "including" and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "successor," or "assign" herein refers only to a subcontractor ("subgrantee"), successor, or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations, or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications, or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections, or appendices refer to articles, sections, or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein," or "hereto" refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee and Owner acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee and Owner assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate without notice and without penalty, liability, or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall likewise automatically terminate without notice and without penalty, liability, or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment, and supplies that would result in Grantee performing services or providing materials, equipment, and supplies that are beyond the scope of the services, materials, equipment, and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment, or supplies. City is not required to pay Grantee for services, materials, equipment, or supplies provided by Grantee that are beyond the scope of the services, materials, equipment, and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not

authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3
TERM

3.1 Effective Date. This Agreement shall become effective on the date on which the last of the following occurs (the "**Effective Date**"): (a) this Agreement shall have been executed and delivered by the parties after receiving all approvals required by law and the parties' respective authorization protocols and (b) the City's Controller shall have certified that funds are available under this Agreement, as set forth in Section 2.2, and the SFPUC shall have notified Grantee thereof in writing.

3.2 Duration of Term. The Term of this Agreement shall commence on the Effective Date, as specified in Section 3.1. The Term of this Agreement shall end twenty (20) years after the Project Completion Date, as defined in Section 1.1, at 11:59 p.m. Pacific Standard Time.

ARTICLE 4
IMPLEMENTATION OF APPROVED STORMWATER RUNOFF CONTROL PROJECT

4.1 Implementation of Project; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Project on the terms and conditions set forth in this Agreement. Grantee shall not materially change the nature or scope of the Project during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications, and formats of City, as they may from time to time exist, related to evaluation, planning, and monitoring of the Project and shall cooperate in good faith with City in any evaluation, planning, or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Project shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Prevailing Wage. Grantee acknowledges that the Project falls within the definition of "public works" under California Labor Code section 1720 and is a "Public Works or Improvement" for purposes of prevailing wages under Chapter 6 of the City's Administrative Code. Grantee acknowledges that persons performing work or labor on the Project may be performing work or labor subject to California or City prevailing wage requirements ("**Covered Work**"). In connection with the Project, Grantee shall comply with, and require that Grantee's Contractor and all subcontractors comply with, all applicable California and City prevailing wage requirements.

It is hereby understood and agreed that sections 1720, *et seq.*, and 1770, *et seq.*, of the California Labor Code, sections 6.22(e) and 6.22(f) of the City's Administrative Code, and Articles 101 to 107 of the City's Labor and Employment Code are terms of this Agreement, and that Grantee shall include such requirements in its agreement with Grantee's Contractor, and require Grantee's Contractor to pass through all such requirements to all Project subcontractors. Such requirements include without limitation:

1. Grantee's Contractor shall pay to all persons performing Covered Work on the Project not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

2. Grantee's Contractor shall insert in every subcontract or other arrangement that it may make for the performance of Covered Work on the Project a provision that said subcontractor shall pay to all persons performing Covered Work the highest general prevailing rate of wages determined

as set forth herein for the respective crafts and employments, including such wages for holiday and over-time work.

3. Grantee's Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing Covered Work. Such records shall include the name, address, and social security number of each worker who provided labor, including apprentices, their classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Every subcontractor who shall undertake the performance of any part of the Project work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives or the California Department of Industrial Relations ("**DIR**"). Grantee's Contractor shall submit payroll records to the State of California as California law requires and to the San Francisco Office of Labor Standards Enforcement ("**OLSE**") as City law or OLSE requires.

4. Should Grantee's Contractor, or any subcontractor who shall undertake the performance of any part of the Project work, fail or neglect to pay to the persons who perform Covered Work on the Project the highest general prevailing rate of wages as herein specified, Grantee's Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Grantee's Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code section 1775, but not less than $50 per worker per day.

5. No person performing labor or rendering service in the performance of the Project shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. If Grantee's Contractor or any subcontractor violates this provision, it shall forfeit back wages due plus the penalties set forth in Labor Code section 1775, but not less than $50 per worker per day.

6. All Project work is subject to compliance monitoring or enforcement of prevailing wage requirements by the DIR or the OLSE.

7. Grantee's Contractor shall post job site notices prescribed by the DIR at all job sites where Project work is to be performed.

8. Grantee's Contractor must be registered with the DIR at the time of the execution of the agreement between Grantee and Grantee's Contractor and before Grantee's Contractor performs any work. All Project subcontractors must be registered with the DIR prior to performing Project work.

The most current highest prevailing wage rate determinations made at the time of the agreement between Grantee and Grantee's Contractor shall at that time, and without further agreement by the City or Grantee, become a term of this Agreement, and Grantee shall incorporate the same rates into its agreement with Grantee's Contractor. For all Covered Work, Grantee shall require that payments by Grantee's Contractor or a subcontractor to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. An increase or decrease in prevailing wage rates shall not entitle Grantee to an adjustment in the amounts of

the Grant Funds. Information regarding prevailing wage rates is available through OLSE's website, and at the time of this Agreement, some such information may be found here:

https://sfgov.org/olse/prevailing-wage

Grantee agrees that it is not a department, board, authority, officer, or agent of the City, but pursuant to this Agreement is an "awarding body" under California Labor Code section 1722. Grantee agrees to comply with an awarding body's responsibilities as the California Labor Code requires. Among other things, Grantee shall register the Project with DIR prior to the start of Project work.

4.4 Compliance with Other Laws and Applicable Safety and Performance Standards. Grantee shall keep itself fully informed of City's Charter, codes, ordinances, and regulations and all state and federal laws, rules, and regulations affecting the performance of this Agreement, and shall at all times comply with such Charter, codes, ordinances, and regulations, rules, and laws. In addition, all work on the Project must meet all applicable safety and performance standards established by local, state, and federal laws.

4.5 Operation and Maintenance of Project; Reports.

(a) **Operation and Maintenance.** Grantee and Owner agrees, once the Project is completed, to continually operate and maintain the Project as outlined in the Grant Program Guidelines for the entire Term of this Agreement, as set forth in Section 3.2. If Grantee or Owner fails to continually operate and maintain the Project during the Term, as required by this Section 4.5, Grantee shall be obligated to repay the entirety of the Grant Funds to the City unless: (1) Grantee's failure to meet this obligation is due to the Project having been damaged by an event beyond the control of Grantee such as fire, explosion, earthquake, tidal waves, or floods; (2) Grantee's continued operation of the Project would violate applicable law; or (3) the SFPUC determines, in its sole discretion, taking into consideration all relevant factors, as explained in Section 11.2(e), that a lesser amount will fully compensate the City for Grantee's or Owner's default.

(b) **Reports.** Within thirty (30) days after the end of each Project Year, as defined in Section 1.1, Grantee will deliver to City the Annual Self Inspection Checklist required by the Grant Program Guidelines ("**Annual Checklist**"). The Annual Checklist shall identify and describe all inspections, maintenance tasks, and repairs completed on the Project during the previous Project Year and such other information and back-up documentation as SFPUC may request.

4.6 Agreement runs with the Land; Transfer of Property.

(a) The covenants and agreements of the Grantee, Owner, and the City contained in this Agreement shall be covenants running with the land pursuant to California Civil Code Section 1460, *et seq.*, shall bind every person having any interest in the Property and the Project, and shall be binding upon and inure to the benefit and burden of the Grantee, Owner, and the City and their respective heirs, successors, and assigns. Any reference to the Grantee and Owner in this Agreement shall include successor owners of all or any part of the Property, and all rights and obligations of the Grantee and Owner shall accrue to and be imposed upon any and all successor owners of the Property.

(b) Without limiting the foregoing, the Grantee and Owner further agrees whenever the Property is sold, conveyed, or otherwise transferred to a person or entity (each, a "**Transferee**"), Grantee or Owner shall:

(i) Notify the Transferee of this Agreement and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Agreement, any modifications to this Agreement executed pursuant to Section 17.2, and any other material correspondence between City and the Grantee.

(ii) Notify the City that the Property has been sold, conveyed, or otherwise transferred to the Transferee(s) no later than ten (10) business days after the date of the transfer.

(iii) Grantee's or Owner's failure to comply with the notifications requirements in this Section 4.6 shall constitute an Event of Default under this Agreement in accordance with Section 11.1.

(c) In the event the Grantee or Owner wishes to release any portion of the Property from the terms of this Agreement, in connection with a subdivision or otherwise, then Grantee or Owner shall notify the SFPUC of the proposed release and related transaction, including such terms as are necessary to ensure that the Grantee's and Owner's obligations under this Agreement will be satisfied with respect to the entire Property. Any such release will be subject to the review and written approval of the SFPUC General Manager, or their designee, and shall be recorded against the portion of the Property that is released.

(d) As a precondition of receiving the Second Disbursement of Grant Funds as specified in Section 5.3 of this Agreement, Grantee shall record against the Property in the official records of the City's office of the Assessor-Recorder the Declaration of Deed Restrictions attached as Appendix C or a substantially equivalent notice and covenant of maintenance obligations, to be approved in advance by SFPUC.

4.7 Ownership of Results. Any interest of Grantee, Owner, or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee, Owner, or any subgrantee in connection with this Agreement or the implementation of the Project or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee and Owner may retain and use copies for reference and as documentation of its/their experience and capabilities.

4.8 Works for Hire. If, in connection with this Agreement or the implementation of the Project, Grantee, Owner, or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee and Owner hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents, and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee and Owner may retain and use copies of such creations for reference and as documentation of its/their experience and capabilities. Grantee and Owner shall obtain all releases, assignments, or other agreements from subgrantees or other persons or entities implementing the Project to ensure that City obtains the rights set forth in this Grant.

4.9 Publications and Work Product.

(a) Grantee and Owner understands and agrees that City has the right to review, approve, disapprove, or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral, or in any other medium. Grantee and Owner has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Project as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden. The SFPUC has the right to inspect from time to time the administration by Grantee or any of its Contractors of any work, including construction, maintenance, and repair work, to ensure that Grantee is performing such elements of the Project, or causing such elements of the Project to be performed, consistent with the terms and conditions of this Agreement. Grantee and Owner shall provide SFPUC with reasonable access for the purpose of conducting such inspection.

(b) Without limiting the obligations of Grantee and Owner set forth in subsection (a) above, Grantee and Owner shall submit to City for City's prior written approval any Publication, and Grantee and Owner shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee and Owner shall submit to City for approval, if City so requests, any other program material or form that Grantee and Owner uses or proposes to use in furtherance of the Project, and shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee and Owner shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee and Owner shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee and Owner shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Project; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Project; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Project as implemented, or requires any change to it, Grantee and Owner shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee and Owner shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee and Owner or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Project, or causing such element of the Project to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee and Owner shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee and Owner shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed under this Agreement exceed **<<INSERT DOLLAR AMOUNT>>** Dollars ($**<<INSERT AMOUNT>>**). A Grant awarded under this Agreement is intended to defray the costs of undertaking the Project up to the amount awarded in the Grant.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses, as defined in Section 1.1, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) City shall remit Grant Funds only as reimbursement of approved Eligible Expenses. To receive Grant Funds, Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "**Funding Request**") substantially in the form attached as Appendix D.

(b) Disbursement of the Grant Funds shall occur in a total of four payments, subject to Grantee's compliance with the requirements of this Article 5.

- **Phase 1: Planning and Design:** Upon SFPUC's receipt of all required documentation set forth in the chart below, the SFPUC will disburse up to $XXX solely for planning and design (pre-construction) activities. Approval of funding for planning and design activities for the Project does not constitute a project under the California Environmental Quality Act ("**CEQA**") Guidelines section 15378.
- **Phase 2: Construction:** The SFPUC will disburse grant funds in the amount of up to $XXX for construction of the Project only following the SFPUC's review and consideration of the completed review of the Project under CEQA. The City retains sole and absolute discretion to, among other things: (1) modify the Project to mitigate significant environmental impacts; or (2) determine not to proceed with the disbursement of grant funds for construction of the project based upon information generated by the environmental review process. The SFPUC, in executing this Agreement, is not approving the Project. If Grantee spent less in Phase 1 than the amount City disbursed under Phase 1, then the unused funds may be used for the construction portion of the project. The total project budget would remain unchanged.

  If construction funding is approved following SFPUC's review and consideration of CEQA for the Project, construction funding will be disbursed in three payments, subject to the documentation requirements set forth below:

  - First construction payment will be 50% of the Approved Contractor Bid for Construction from the contractor. The payment will be processed no earlier than 90 days before the construction start date.
  - Second construction payment will be 40% of Approved Contractor Bid for Construction from the contractor. SFPUC will not process this payment until Grantee has submitted to SFPUC paid invoices showing that Grantee has spent 80% of the first payment amount.

- Third construction payment will be 10% of the Approved Contractor Bid for Construction from the contractor and will be retained until the Grantee has submitted all paid invoices for construction expenditures, received SFPUC Project Completion Notification after construction has been successfully completed and inspected by the SFPUC, and completed the Final Report, which includes construction as-builts, final stormwater performance calculations, a program survey, and a final maintenance checklist.

Requirements for each payment are documented as follows:

Project Phase	Payment Number	Required Documentation
Planning and Design	#1	1. Signed Grant Agreement 2. City and County of San Francisco Bidder Number 3. Proof of Designer Insurance 4. Completed First Source Hiring Worksheet 5. Completed Funding Request (Appendix D)
Construction	#2	1. Completed Funding Request (Appendix D), including copies of paid invoices for planning and design expenditures 2. SFPUC Approval Letter of 100% Design 3. LBE Contractor Outreach, if applicable 4. Approved Contractor Bid for Construction 5. SFPUC Approval Letter of Contractor Bid 6. Construction Schedule 7. Proof of Contractor Insurance 8. Proof of Contractor DIR registration 9. Signed and Notarized Declaration of Deed Restrictions 10. CEQA Determination or Exemption
	#3	1. Completed Funding Request (Appendix D), including copies of paid invoices showing payment of 80% of previously disbursed construction funds
	#4	1. Completed Funding Request (Appendix D), including copies of paid invoices for all construction expenditures 2. SFPUC Project Completion Notification 3. Completed Final Report

(c) Based on the Budget submitted to the SFPUC as outlined in the Application Documents and the Approved Contractor Bid for Construction submitted for the construction phase, the Grantee shall submit a Funding Request for Eligible Expenses for each of the four disbursements specified in Section 5.3(b). All payment requests submitted to the SFPUC shall certify all necessary supporting documentation has been submitted by the Grantee. Any Funding Request that is submitted and not approved shall be returned by the SFPUC to Grantee with a brief, reasonably detailed statement of the reason for the SFPUC's rejection of such request. If any such rejection relates only to a portion of Eligible Expenses itemized in such request, the SFPUC shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such request unless and until Grantee submits a request

that is in all respects acceptable to the SFPUC. The Grantee shall maintain records of charges incurred and reconcile those charges with SFPUC funds received. Grantee must reimburse SFPUC for any overpayment of Grant Funds within thirty (30) days after the final project payment.

(d) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each Phase or Subphase as described in Section 5.3(b).

5.4 Not Applicable (State or Federal Funds).

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational, and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1, if applicable.

6.3 Notification of Defaults or Changes in Circumstances. Grantee and Owner shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Project and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records, and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls, and other data required to be maintained under this Section in a readily accessible location and condition for a

period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees, and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls, and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees, and authorized representatives to inspect, audit, examine, and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls, and other data under this Article 6.

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as defined by Section 1.1. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents, and shall adhere to applicable provisions of federal, state, and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7
TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Project, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall

report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Grantee Representations and Warranties

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. This section applies if Grantee is a nonprofit corporation. Grantee must be duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Grantee has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices, and headquarters are located at the address for notices set forth in Section 15. All aspects of the Project will be implemented at the geographic location(s), if any, specified in this Agreement.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100, *et seq.*, and Section 1090, *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director, or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children, and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix E, neither Grantee nor any of Grantee's affiliates, officers, directors, or employees has any interest, however remote, in any other agreement with City including any commission, department, or other subdivision of City.

8.6 Reserved.

8.7 Not Applicable (Eligibility to Receive Federal Funds).

Owner Representations and Warranties

Owner represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.8 Organization; Authorization. This section applies if Owner is a nonprofit corporation. Owner must be duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Owner has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Owner has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Owner has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with the terms hereof.

8.9 Conflict of Interest.

(a) Through its execution of this Agreement, Owner acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100, *et seq.*, and Section 1090, *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director, or employee of Owner, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children, and parents (both legal parents and step-parents).

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee and Owner shall indemnify, protect, defend, and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, relating to, or in connection with this Agreement, the Grant, the Property, the Project, or the use of Grant Funds, including without limitation: (a) any breach of this Agreement by Grantee or Owner; (b) any breach of any representation or warranty of Grantee or Owner contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or Owner or its employees, subgrantees, or agents; (d) any

property damage caused, directly or indirectly, by any act or omission of Grantee or Owner or its employees, subgrantees, or agents; (e) the use, misuse, or failure of any equipment, construction work, or facility used or performed by Grantee or Owner, or by any of Grantee's or Owner's employees, contractors, subcontractors, subgrantees, or agents, regardless of whether such equipment, construction work, or facility is furnished, rented, or loaned to Grantee or Owner by an Indemnified Party; (f) any tax, fee, assessment, or other charge for which Grantee or Owner is responsible under Article 7; (g) any construction work performed in whole or in part with any Grant Funds; or (h) any infringement of patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's and Owner's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee and Owner acknowledges and agrees that its/their obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false, or fraudulent; and (c) arises at the time the Loss is tendered to Grantee or Owner by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee and Owner prompt notice of any Loss under Section 9.1 and Grantee and Owner shall have the right to defend, settle, and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee and Owner if representation of such Indemnified Party by the counsel retained by Grantee or Owner would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee or Owner. An Indemnified Party's failure to notify Grantee or Owner promptly of any Loss shall not relieve Grantee or Owner of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's or Owner's ability to defend such Loss. Grantee or Owner shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee or Owner contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. The Indemnified Parties' losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's or Owner's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS AND LIABILITIES ARISING UNDER OR RELATED TO THIS AGREEMENT ARE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED UNDER THIS GRANT AGREMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, LOST PROFITS, THE GRANT FUNDS, THE PROJECT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

9.5 Release of City's Liability. Grantee and Owner hereby waives and releases the City (including without limitation SFPUC) from any and all liability, obligations, claims, damages, or any other responsibility in any form arising from or related to this Agreement and/or the use of the Grant Funds,

including without limitation: (i) breach of contract; (ii) payments for work on the Project, Property, and any structures or infrastructure; (iii) construction defects; (iv) damage to the Project, Property, and any structures or infrastructure; and/or (v) personal injury and/or death. The City (including without limitation SFPUC) shall have no liability for errors or omissions in construction or design. The City (including without limitation SFPUC) does not guarantee or warrant the performance or suitability of any contractor, design, recommendation, material, product, or device, or that the Project installation will be free of defects. The City (including without limitation SFPUC) is not responsible for any manufacturer and/or contractor warranties. The City (including without limitation SFPUC) does not guarantee or warrant the quality of the contractors' or designers' workmanship, or the suitability of the Property for the Project installation. Grantee's and Owner's sole remedies shall be against the contractor and other persons and/or entities Grantee procured to design and/or construct the Facility. Grantee shall include this release of City's liability in any contracts related to the Grant and/or the Project, so that the contractors are similarly releasing the City.

ARTICLE 10
INSURANCE

10.1 Types and Amounts of Coverage. Without in any way limiting Grantee's or Owner's liability pursuant to Article 9 of this Agreement, Grantee's Contractor(s) shall maintain, or cause to be maintained, until the Project Completion Date, the following types of insurance in the following amounts applicable to the Project:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars ($1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars ($1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee's Contractors shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

This Agreement does not constitute a written contract for the purposes of Grantee's Contractor's certificate of insurance. To fulfill the insurance requirements outlined in this section, the additional insured endorsements and waiver of subrogation in favor of the City must specifically name the City and County of San Francisco, its officers, agents and employees. If Grantee's Contractor's certificate of insurance references a written contract, then the Grantee's Contractor's written contract with the Grantee must include the Insurance for Others statement included in Appendix G of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee or Owner hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a contractor and subcontractors will be used to complete any portion of this agreement, the Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Waiver of Subrogation. The insurance policies required under this Agreement, including without limitation the Workers' Compensation policy(ies), shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee's Contractor, its employees, agents, subgrantees, and subcontractors.

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation, or warranty contained in this Agreement, in the Application Documents, in any Funding Request, or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws**. Grantee or Owner fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants**. Grantee or Owner fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee or Owner as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default**. Grantee or Owner defaults under any other agreement between Grantee or Owner and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency**. Grantee or Owner (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers of Grantee or Owner or of any substantial part of Grantee's or Owner's property, or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency**. Without consent by Grantee or Owner, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to Grantee or Owner or with respect to any substantial part of Grantee's or Owner's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up, or liquidation of Grantee or Owner.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and Owner of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee and Owner hereunder shall be extinguished. In the sole discretion of the City, Grantee or Owner may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

(e) **Return of Prorated Amount of Grant Funds**. The City may demand the return of less than 100% of the Grant Funds if, following completion and operation of the Project for some period of time, the City determines, at its sole discretion, that a lesser amount will fully compensate the City for Grantee's or Owner's default, taking into consideration all relevant factors, including, but not limited to, the extent to which Grantee actually met the stormwater performance goals, City's costs incurred in administering the Grant and monitoring the Project, the detriment to City of not meeting the offset goals, the time value of the Grant funds, and the lost opportunity to use the funds for a successful project.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement and/or the Green Infrastructure Grant Program at any time for convenience and without cause. City shall exercise this option by giving Grantee and Owner written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee and Owner shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee, Owner, and City to third parties. Such actions by Grantee and Owner shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment, or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

If the City terminates the Green Infrastructure Grant Program, the City may, in its sole discretion, determine not to reimburse Grantee for Eligible Expenses, even if Grantee has already paid for the Eligible Expenses. **GRANTEE UNDERSTANDS AND ACCEPTS THAT, IF THE CITY TERMINATES THE GREEN INFRASTRUCTURE GRANT PROGRAM: (1) ELIGIBLE EXPENSES MAY NOT BE REIMBURSED, EVEN IF GRANTEE HAS ALREADY PAID FOR THE ELIGIBLE EXPENSES AND (2) THIS RISK IS BARGAINED FOR CONSIDERATION IN THIS AGREEMENT AND A CONDITION OF PARTICIPATION IN THE GREEN INFRASTRUCTURE GRANT PROGRAM.** In no event shall City be liable for costs incurred by

Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy or under applicable laws, rules, and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee and Owner understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee and Owner may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee and Owner agrees that all information disclosed by City to Grantee and Owner shall be held in confidence and used only in the performance of this Agreement. Grantee and Owner shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee and Owner acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, Grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee and Owner covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee or Owner. Neither Grantee nor Owner may, either directly or indirectly, assign, transfer, hypothecate, subcontract, or delegate all or any portion of this Agreement or any rights, duties, or obligations of Grantee or Owner hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee or Owner involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or Owner or a sale or transfer of substantially all of the assets of Grantee or Owner shall be deemed an assignment for purposes of this Agreement. Grantee/Owner shall satisfy the conditions of the Declaration of Deed Restrictions, if applicable, before City consents to any assignment.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Not Applicable (Subcontracting).

13.4 Grantee and Owner Retains Responsibility. Grantee and Owner shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Project and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees, and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests, and other communications hereunder shall be in writing, shall be

addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:

If to the City and SFPUC:	To: San Francisco Public Utilities Commission Attn: Green Infrastructure Grant Program 525 Golden Gate Ave, 6th Floor San Francisco, CA 94102 E-mail: gigrants@sfwater.org AND: San Francisco City Attorney's Office Attn: Public Utilities Commission Team 1390 Market Street, Suite 418 San Francisco, CA 94102 E-mail: tyson.arbuthnot@sfcityatty.org
If to Grantee:	**<<INSERT NAME OF GRANTEE>>** Attn: **<<INSERT CONTACT NAME>>** **<<INSERT ADDRESS>>** San Francisco, CA **<<INSERT ZIP CODE>>** E-mail: **<<INSERT EMAIL>>**
If to Owner:	**<<INSERT NAME OF OWNER>>** Attn: **<<INSERT CONTACT NAME>>** **<<INSERT ADDRESS>>** San Francisco, CA **<<INSERT ZIP CODE>>** E-mail: **<<INSERT EMAIL>>**

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16
COMPLIANCE

16.1 Local Business Enterprise Utilization. Grantee shall use good faith efforts to attempt to obtain at least three bids from Micro and/or Small Local Business Enterprises (LBEs), as those terms are defined in Section 14B.3(B) and (C) of the San Francisco Administrative Code, to serve as the prime contractor(s) for both the design and construction portions of the grant-funded Project. A list of the various certification categories is available here:

https://sfgov.org/cmd/sites/default/files/Images/Categories%202017_0_1_2.pdf

The City's directory that provides the contact information for Micro and/or Small LBEs broken down by certification category is available here: http://mission.sfgov.org/hrc_certification/

If Grantee is unable to utilize an LBE as prime contractor for the design and/or construction of the Project, Grantee shall submit to the City a written explanation as to why it was unable to do so, as well as provide the firm names of the Micro and/or Small LBEs that Grantee has performed the aforementioned outreach to—in said cases, Grantee should provide proof of the Grantee's outreach (e.g., copies of emails). Such written explanation shall be submitted to City prior to the commencement of design work for the Project. In the event that Grantee already hired the design contractor prior to award of this Grant, the written explanation shall be submitted prior to commencement of construction.

If the Grantee has questions regarding the good faith efforts required by this Section 16.1, please contact Kate Svyatets at 415-551-4335. If you have questions regarding the various certification categories or how to access the Certification Directory, please contact the Certification Unit at 415-581-2310.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate**. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Articles 131 and 132 of the San Francisco Labor and Employment Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits**. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered

with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Article 131 of the San Francisco Labor and Employment Code.

(d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Labor and Employment Code Provisions by Reference**. The provisions of Articles 131 and 132 of the San Francisco Labor and Employment Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Labor and Employment Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Articles 131 and 132 of the San Francisco Labor and Employment Code, a penalty of fifty dollars ($50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges Grantee not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents, or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person

protected under the ADA in connection with all or any portion of the Project and shall comply at all times with the provisions of the ADA.

16.8. Minimum Compensation Ordinance. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at http://sfgov.org/olse/mco. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

16.9 Limitations on Contributions. By executing this Agreement, Grantee and Owner acknowledges its/their obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's and Owner's board of directors; Grantee's and Owner's chairperson, chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than 10 % in Grantee or Owner; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee or Owner. Grantee and Owner certifies/y that it has/they have informed each such person of the limitation on contributions imposed by Section 1.126 by the time it/they submitted a proposal for the grant, and has/have provided the names of the persons required to be informed to the City department with whom it is/they are contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agree to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Not applicable (Working with Minors)

16.14 Protection of Private Information. Grantee and Owner has/have read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated here as if fully set forth. Grantee and Owner agrees that any failure of Grantee or Owner to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee or Owner pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee or Owner.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Reserved.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made.

Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Not Applicable (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

(a) Sugar-Sweetened Beverage Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) Packaged Water Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

16.20 Reserved.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee and Owner shall keep itself/themselves fully informed of City's Charter, codes, ordinances, and regulations, including the Non-Potable Ordinance (Health Code Article 12C) and Stormwater Management Ordinance (Public Works Code Sections 147 to 147.6), and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17
MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Grant Application
Appendix B, Green Infrastructure Grant Program Guidelines, July 2026
Appendix C, Declaration of Deed Restriction
Appendix D, Form of Funding Request
Appendix E, Interests in Other City Contracts
Appendix G, Grantee-Contractor Contractual Language for Insurance Documentation

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee and Owner shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery, and performance of this Agreement, certified as true, accurate, and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and Owner and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.7	Ownership of Results.	Section 14.3	Consequences of Recharacterization.
Section 6.4	Financial Statements.	This Article 17	Miscellaneous
Section 6.5	Books and Records.		
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims		
Article 7	Taxes		
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		
Article 12	Disclosure of Information and Documents		
Section 13.4	Grantee and Owner Retains Responsibility.		

17.11 Further Assurances. From and after the date of this Agreement, Grantee and Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.13 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee and Owner acknowledges and agrees that they have read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission

APPROVED AS TO FORM:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

GRANTEE:

<<INSERT NAME OF GRANTEE IN ALL CAPS>>

By:_____

Print Name:_____

Title:_____

Federal Tax ID #: _____

City Supplier Number: _____

OWNER:

<<INSERT NAME OF OWNER IN ALL CAPS>>

By:_____

Print Name:_____

Title:_____

Appendix A--Grant Application

Appendix B--Green Infrastructure Grant Program Guidelines

Green Infrastructure Grant Program Program Guidelines

July 2026

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Grant Program Overview

The San Francisco Public Utilities Commission's (SFPUC) Green Infrastructure Grant Program (Grant Program) was implemented to incentivize San Francisco property owners to design, build, and maintain performance-based green stormwater infrastructure (green infrastructure) projects, including but not limited to: permeable pavement, bioretention, rainwater harvesting, rain gardens, and vegetated roofs. The goals of this program are to improve the performance of SFPUC's sewer system by reducing the amount of stormwater runoff entering the system, while delivering benefits that enhance the quality of life of San Franciscans.

To receive funding under the Grant Program, an applicant must satisfy the Grant Program's Eligibility Criteria, as set forth below, and otherwise comply with the Grant Program requirements.

The SFPUC will determine the dollar amount of each Grant Award by the amount of stormwater runoff the proposed project can manage using green infrastructure, measured by impervious acreage managed (*i.e.*, the amount of impervious surface that drains stormwater runoff during storms to green infrastructure, or "impervious acres managed"). As of July 2026, individual Grant Awards are capped at a maximum of $1,120,000 per impervious acre managed, up to a maximum of $2,500,000 per Grant Award. SFPUC, at its sole discretion, may choose to increase the maximum Grant Award per impervious acre managed or the maximum total Grant Award based on escalation as calculated by the San Francisco Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) or equivalent methodology for cost escalation, subject to the availability of funds and all City budgetary requirements. The maximum Grant Award may be increased on an annual basis and will be documented in the grant application solicitation announced no later than July each year. For grants executed under prior per acre cost limits, please see *Section V Criteria for Grant Amendments* for criteria to request retroactive amendments to increase the per acre cost limit.

The SFPUC will accept applications and award grants through an open and competitive process. Applications will be solicited in accordance with the Competitive Solicitation requirements of City Administrative Code Chapter 21G as outlined in *Section II* and *Section IV* below, subject to the availability of funds and all City budgetary requirements.

Grantees and property owners will be required to enter into a 20-year Green Infrastructure Grant Agreement with the SFPUC. The Green Infrastructure Grant Agreement requires the property owner(s) to maintain the project for the 20-year term and authorizes the SFPUC to periodically inspect the project. Further, the property owner(s) of the grant project location will be required to execute a notice and covenant that will be recorded against the property with the San Francisco Office of the Assessor-Recorder notifying subsequent property owners of the obligation to maintain the project for the 20-year duration.

The purpose of the Grant Program is to fund stormwater retrofits (meaning, construction of green infrastructure projects on existing developments). Parcels undergoing new development and redevelopment that trigger the Stormwater Management Ordinance, San Francisco Public Works

Code, Article 4.2, *et seq*.,[1] are not eligible for grant funds. Participation in this Grant Program does not prohibit participation in other SFPUC programs.

I. Eligibility Criteria

Eligible Applicants

A Grantee may be a property owner, a for-profit or nonprofit entity, an individual, or a governmental entity. All Grantees (other than governmental entities) must be registered to do business in the State of California and the City and County of San Francisco.

Eligibility Criteria

Applications that meet all of the following five criteria are eligible and will be evaluated for potential funding under the Grant Program:

1. **Project Location:** The proposed project site must connect to an SFPUC-owned and operated sewer system service area. The project may be located in either the combined sewer system area, municipal separate storm sewer system area, or in a sanitation district that discharges to the SFPUC sewer system. Projects may be located on a parcel, in the public right-of-way, or a combination of both.

2. **Project Size:** The proposed project must manage stormwater runoff from a minimum of 0.5 acres of impervious surface. The total area of impervious surfaces does not need to be contiguous and can be comprised of several smaller impervious drainage areas totaling 0.5 acres.

3. **Performance:** The project's proposed Green Infrastructure features must capture the 90th percentile 24-hour storm, equivalent to 0.75-inch depth, as demonstrated by the conceptual design and performance calculations that must be submitted with the grant application. The 90th percentile 24-hour storm represents an amount of precipitation that 90% of all rainfall events for the historical period of record do not exceed.

4. **Grant Team Experience:** The grant team must include the property owner(s), an identified grant or project manager, and a licensed engineer or landscape architect registered in the State of California. The application must identify the engineer or landscape architect that will design the project. The proposed project team must collectively demonstrate a history of successful project implementation, have previous experience designing, constructing, and/or maintaining green infrastructure, and be in good standing in any currently active Green Infrastructure Grant Program projects. "Good standing" means that all active projects are on-schedule, regularly submit deliverables on-time, and are not delinquent on grant requirements.

5. **Co-Benefits:** Applicants are required to demonstrate that the proposed project will deliver at least two of the identified co-benefits listed below in *Section II Application Process*. Green

[1] New development and redevelopment projects that create and/or replace: (1) ≥5,000 square feet of impervious surface in separate and combined sewer areas; or (2) ≥2,500 square feet of impervious surface in separate sewer areas trigger the Stormwater Management Ordinance.

infrastructure projects provide a variety of co-benefit opportunities in addition to reducing the amount of stormwater runoff that enters the SFPUC's sewer system. Evaluation and scoring criteria for each co-benefit will be provided in the solicitation of each grant application cycle. All co-benefits are eligible grant expenses and must relate to an SFPUC rate-payer purpose.

II. Application Process

Application Solicitation

Grants will be awarded through an open and competitive process. Applications will be solicited in accordance with the Competitive Solicitation requirements of City Administrative Code Chapter 21G. Each application solicitation will include a clear statement of the process and deadlines for submitting applications and for evaluating applications, including the evaluation criteria the SFPUC will use to rank applications. Each application solicitation will also include the maximum cost per impervious acre managed and maximum total Grant Award.

Application

The grant application will be available for download on the program website. The application will include required forms that must be completed in order to apply (see the table below for sections of the application). The submitted grant application must be complete and received by the SFPUC Grant Program Administrator by the date as identified on the current application solicitation. Each section of the application, including the required attachments for a conceptual level design and site photographs must be complete, as described below. The SFPUC will not evaluate or award incomplete applications, which it will return to the applicant.

Application Template	Description
Project Application Form	General information about the proposed project including the location, proposed project team, and the total amount of funds requested. Applicants must provide a project narrative that briefly describes the proposed project. This form also includes a checklist of the deliverables that must be included with the application submittal.
Grant Team Experience	The narrative should describe the project team's previous experience with delivering projects of a similar scale and complexity, as specified in the Eligibility Criteria.
Project Budget Template	The budget template describes how the grant team proposes to spend the grant funds. The budget template is divided into construction costs and non-construction costs. The budget should be consistent with the proposed conceptual design and include contingencies that are consistent with a 10% level of design. A contingency of approximately 20% is typical at 10% design phase. These contingency multipliers can be reduced if the design is further along than 10% but cannot be increased without approval from the SFPUC Grant Program Administrator. The total Grant Award and requested funding amount must not exceed the maximum cost per impervious acre managed by the proposed green infrastructure, or the maximum total project cost, as defined by the application solicitation.

Stormwater Performance Calculator	The stormwater performance calculator determines the performance of the proposed BMP(s) based on their size and the impervious area draining to them. This calculator is used to demonstrate that the proposed concept design meets the minimum stormwater performance requirement of capturing the 90th percentile storm from the impervious drainage areas. The inputs in this calculator include the BMP type(s), BMP footprint size, and impervious drainage management area. For rainwater harvesting cisterns re-use rates are also required. Applicants must also input the predominant hydraulic soil group type at the site, which the SFPUC uses to determine the performance of infiltrating facilities. If the soil type at the site is unknown, applicants can view the soil map within the calculator and select the appropriate type based on the project location. Applicants must enter the stormwater service type for the site as either combined sewer system or municipal separated storm sewer system (MS4). A webmap of MS4 areas is available on the program website. To use the stormwater performance calculator, applicants should divide the proposed project site by BMP type and account for the impervious area draining to each type. Drainage areas do not need to be contiguous and can be comprised of several smaller impervious drainage areas totaling 0.5 acres. The results of the stormwater performance calculator must demonstrate that the proposed green infrastructure will manage stormwater from at least 0.5 acres of impervious area and capture the 90th percentile storm from the proposed drainage areas. **Effective Impervious Areas:** SFPUC will consider the inclusion of large permeable areas greater than 5,000 square feet that contribute a meaningful amount of stormwater runoff in the project's total performance on a case-by-case basis. SFPUC will calculate an effective impervious area based on geologic factors including slope, land cover, and soil type.
Communications Plan	Applicants will describe the proposed Communications Plan to be implemented if awarded a grant. The Communications Plan should identify key stakeholders (including all the property owner(s)), propose a schedule with milestones for stakeholder engagement (including meetings or activities prior to award), and describe a process for communicating with stakeholders throughout the project. At a minimum, the Communications Plan must include three stakeholder meetings: one Project Kickoff meeting following Grant Award; one Conceptual Development meeting during the design process to explain how site investigation informed and updated the conceptual design submitted with the application; and one Design Stage meeting to present the final design layout (equivalent to 35% design). Refer to the Implementation section below for additional guidance on stakeholder engagement.
Co-benefits Narrative	Applicants will describe how the proposed project will deliver community and/or environmental co-benefits. The project must deliver at least two co-benefits from the identified list of defined co-benefits below. The narrative

	should describe how the community engagement process will inform co-benefit outcomes, how co-benefits will be integrated in the project design, and how the co-benefits will contribute to the goals of the project's key stakeholders, including SFPUC rate payers. Applicants should describe how the project will provide co-benefits using specific, measurable, and achievable design goals.
Project Schedule	The proposed project schedule must include major grant administration, stakeholder engagement, design, and construction milestones. The schedule should assume that SFPUC will take a maximum of 30 days to review each design deliverable. The schedule must propose starting construction of the project within two years after execution of the Green Infrastructure Grant Agreement. The proposed project schedule will be a material requirement of the Grant Agreement. Failure to adhere to the proposed schedule will represent an Event of Default under the Grant Agreement. Grantees may submit requests for extensions, which will be reviewed and approved at the discretion of the SFPUC.
Maintenance Plan	The maintenance plan will outline the proposed maintenance activities for the proposed green infrastructure facilities. Applicants can refer to the SFPUC BMP Fact Sheets for recommended maintenance activities and frequencies for the proposed BMP types in the project. If the project proposes to use proprietary BMPs, applicants should refer to the manufacturer for typical inspection and maintenance activities or prepared maintenance guides.

Co-Benefit Definitions:

Co-Benefit	**Definition**
Community Benefits:	
Environmental Justice	The SFPUC is committed to the goals of environmental justice to promote healthy communities in all SFPUC service areas by eliminating disproportionate environmental burdens and distributing public and environmental benefits equitably. To help address social and environmental issues, the SFPUC has adopted Environmental Justice and Community Benefits policies. Projects can foster environmental justice by engaging with Environmental Justice Communities (as defined by the SF Planning Environmental Justice Framework) throughout the project, providing new environmental benefits to a historically underserved community, helping to heal past environmental burdens, enabling proactive and community-led solutions, or by providing site-based programming that engages environmental justice communities.
Public Access, Open Space, and Recreation	Green infrastructure projects that prioritize public access, open space, and recreation can support the creation of high-quality spaces that are engaging, aesthetically pleasing, and support the community's well-being by offering opportunities to socialize, recreate, and interact with

	green infrastructure. Projects that are open to the public and all SFPUC rate payers also promote awareness of and education about the importance of stormwater management and the city's combined sewer system. This can be achieved by locating the project in a publicly accessible space that is open and inviting for unstructured, daily public use. Public access must be advertised and promoted through signage that is clearly visible to the public or through other means of advertisement. If a project site is only open to the public during specific times of the day (*e.g.*, after school programs), the schedule must be included in signage and advertisements. Public schools that select this co-benefit must be enrolled in the Shared Schoolyard Program. Other properties must be open for a minimum of seven hours per weekend day or three hours per weekday. Grantees can achieve this by integrating public gathering spaces into project design, by enhancing an existing public space, or by creating new opportunities to socialize, gather, recreate, and interact with nature in a publicly accessible space.
Community Engagement, Collaboration, and Placemaking	Projects that prioritize community engagement, collaboration, and placemaking during the design process can empower communities and support outcomes that meet community goals. Engaging the community and key stakeholders can also support the long-term success and stewardship of the project and improve long-term maintenance outcomes. Grantees can achieve this by including members from the community or place stewards (such as care takers, maintenance staff, property managers, or community members with an interest in the property), in addition to the property owner(s) and technical team, in the grant team. This must include a detailed community engagement strategy that prioritizes community members' input throughout the design process, including workshops, design charettes, or other outreach events and activities that aim to integrate the community's vision and goals into the green infrastructure design.
Education and Watershed Stewardship	Projects that integrate art and/or educational elements can promote awareness of and education about the importance of stormwater management and green infrastructure for the city's combined sewer system and help prepare the next generation of watershed stewards. Education can also improve project success and maintenance outcomes. Grantees can achieve this by providing detailed educational signage relating to the function of green infrastructure and its impact on the broader watershed and sewer system. Grantees can also achieve this by delivering a long-term curriculum plan, creating lesson plans that incorporate learning related to specific project elements, or by integrating educational elements or an art installation with the green infrastructure elements.

Green Infrastructure Job Training	Providing jobs and job training in the green stormwater infrastructure sector is an important part of successfully implementing green infrastructure in San Francisco. As part of the Community Benefits policy, the SFPUC is committed to providing workforce development opportunities for residents of San Francisco. Increasing the competency in the workforce can help enhance the quality of green infrastructure delivered at other sites throughout San Francisco. Grantees can achieve this by providing a long-term green infrastructure job training program or by the project serving as a training site for trainees learning about the design, construction, maintenance, or monitoring of green infrastructure. Projects that include this co-benefit must be open and accessible to trainees and their instructors for a minimum of 16 hours per year (during business hours).
Environmental Benefits:	
Water Supply	Projects that support the use of rainwater and stormwater for alternative water supplies through non-potable reuse can reduce potable water demand and benefit the city's water supply. Grantees can achieve this by collecting, treating, and using rainwater or stormwater to satisfy non-potable water demands, including landscape irrigation or toilet flushing.
Climate Resilience	Projects that support the design of spaces to respond to future impacts of climate change, including urban heat and flooding can contribute to making San Francisco a climate-resilient city. Combating urban heat with nature-based solutions aligns with the city's Climate Action Plan goal of increasing urban tree canopy. Improving the city's resilience to flooding during large storms aligns with the city's Hazards and Climate Resilience Goals. Grantees may attain heat resilience by prioritizing environmental cooling and shade (*i.e.*, vegetation, tree canopy). For projects located in or upstream of flood-prone areas, Grantees may attain flood resilience by achieving a higher stormwater performance than the 0.75" design storm (*i.e.*, larger facilities that manage a five-year, three-hour 1.3" design storm).
Biodiversity	Projects that prioritize creating native habitat to support native wildlife can contribute to making San Francisco an ecological city. San Francisco has adopted a citywide Biodiversity Policy and Biodiversity Guidelines to restore and maintain diverse native habitats in the city. Projects that select this co-benefit must comply with section 1 (Wildlife and Plants) of the Biodiversity Guidelines. Grantees can achieve this through the project's landscape planting plan and integrated into the design through features such as native pollinator gardens, habitat connectivity plans, and increased tree canopy. Grantees can also achieve this by identifying specific native species that the project is designed for and providing a plant palette selected to attract that species.

In addition to the completed application template, applicants must also submit the following three attachments:

Application Attachments	Description
Site Photographs	Photographs showing the existing conditions of key locations on the property, focusing on proposed location of green infrastructure facilities.
Conceptual Design	Applicants must submit a conceptual design plan drawing approximately equivalent to a 10% level of design. The concept design must identify the following information: **Existing conditions:** - Property and easement boundaries - Road labels - Contours - Vicinity map including minor watershed(s) - Utilities, *e.g.*, water lines, electric lines (as available) - Doors and emergency egress - North arrow and scale - Existing impervious areas, *e.g.*, roof, pavement, driveway - Existing stormwater infrastructure (including existing connections to the sewer system) and drainage management areas for those connections - Existing trees (drip line and trunk diameter) **Proposed Site Plan (at a scale no greater than 1″=20′-0″):** - Project boundary - Grading contours - Changes to land cover including impervious surfaces - Green stormwater infrastructure facilities (also referred to as Best Management Practices or BMPs) ▪ Facility type and sizing information, *e.g.*, footprint (square feet), depth, volume ▪ Corresponding drainage management area (DMA) to each BMP. Each DMA should include the portion of the project site that drains to a single BMP (or group of hydraulically connected BMPs) and the area of the BMP itself, or the portion of the project site that drains directly to the sewer system. Label the size of each DMA (square feet). ▪ BMP conveyance items, *e.g.*, overflow, underdrain, outlet control structures. ▪ Show each proposed pervious and impervious surface type (including stormwater BMPs) with a distinct hatching type. Label all BMPs with an ID number (e.g. for vegetated roof, VR-01, VR-02, etc.). Use the same BMP ID number in the Maintenance and Inspection Schedules.

	- Proposed conveyance (*i.e.*, connections to BMPs, connections to existing conveyance systems or sewers, and connections for irrigation) and site drainage features (*e.g.*, drains, downspouts, and flow direction arrows) ▪ Include within the site plan all necessary information to clearly demonstrate the stormwater path of travel. For example, include roof slope break lines, area and roof drains, and downspouts; pipes from drains to BMPs and from BMPs to sewer connections; underdrains and overflows associated with BMPs; and pipes from uncaptured areas to sewer connections. Provide flow direction arrows for sheet flow and pipe flow.
Property Owner(s) Letter of Support	For projects where either the applicant or Grantee is not the property owner, applications must include a letter of support from the property owner(s) stating their intent to sign the 20-year ongoing maintenance agreement and Declaration of Deed Restriction if the project is awarded.

Complete applications for the Green Infrastructure Grant Program must be sent via e-mail to gigrants@sfwater.org. A complete application must be received by the SFPUC Grant Administrator by the deadline identified on the grant application solicitation. Applicants will receive a confirmation e-mail with the date and time of the application. If a confirmation e-mail is not received within five business days, applicants should e-mail the SFPUC Grant Administrator at gigrants@sfwater.org.

III. Important Information

Eligible and Ineligible Costs

Eligible Costs: Grant funds can be used to cover all project costs related to the approved construction of the proposed Green Infrastructure facility. Grant funds cannot be used to pay for non-green infrastructure project elements, such as play equipment or furnishings. No more than 30% of the grant amount may be used for non-construction activities.

Eligible Costs	Ineligible Costs
• Non-construction activities (up to 30% of total grant amount), including but not limited to: - Project management - Planning - Design - Permitting and environmental review - Geotechnical investigations - Structural investigations - Engineering surveys - Construction management and administration • Construction elements of Green Infrastructure BMPs (surface and subsurface), including but not limited to: - Soil - Plants - Trees - Concrete - Excavation - Grading - Underdrains - Irrigation • Expenses related to delivery of co-benefits that relate to an SFPUC rate-payer purpose, including but not limited to educational signage and art relating to stormwater management • Repair or replacement in-kind of existing site facilities impacted by construction, if applicable • Regrading and resurfacing of areas that drain to green infrastructure facilities • Impervious surface removal and replacement with new permeable surfaces • Subsurface storage and drainage infrastructure below artificial turf and artificial play surfaces	• On-going maintenance and operations costs (including any contractor maintenance period) • Non-green infrastructure components, including but not limited to: - Decorative items - Benches - Play equipment - Lighting - Public Amenities • Monitoring or research • Land costs • Artificial turf and artificial play surfaces • Out-of-state travel expenses • Improvements to existing landscaped or permeable surfaces that do not provide a stormwater management function • Resurfacing, coating, or sealant that is not required for the function of green infrastructure facilities or in areas that are not impacted by construction

Approved Green Stormwater Infrastructure Best Management Practices (BMPs): The stormwater BMPs selected for the project must be located and sized appropriately to capture runoff from the impervious areas on the site. Approved Green Stormwater Infrastructure BMPs include:

- **Bioretention/ Rain Garden:** Stormwater facilities that rely on vegetation and specially engineered soils to capture, infiltrate, transpire, and remove pollutants from runoff.

- **Permeable Pavement**: Any porous load-bearing surface that temporarily stores rainwater prior to infiltration or drainage to a controlled outlet.
- **Infiltration Trench/Gallery**: An unvegetated, rock-filled trench that receives surface stormwater runoff and allows it to infiltrate.
- **Vegetated Roof**: Roofs that are entirely or mostly covered with vegetation and soil.
- **Rainwater Harvesting**: Cisterns that collect roof runoff and provide water for indoor or outdoor use.
- **Impervious Removal and Replacement with Landscaping:** Landscaped areas that absorb rainfall and produce less runoff than impervious area.

Any alternative BMPs will be subject to review by the SFPUC and approved on a case-by-case basis.

Grant Disbursement

The SFPUC will provide Grant funds to the Grantee in four disbursements:

- Planning and Design: Upon SFPUC's receipt of all required documentation set forth in the chart below, the SFPUC will disburse up to 30% of total project costs solely for planning and design (pre-construction) activities.
- Construction funding will be disbursed in three payments, subject to the documentation requirements set forth below:
    - First construction payment will be 50% of the Approved Contractor Bid for Construction from the contractor. The payment will be processed no earlier than 90 days before the construction start date.
    - Second construction payment will be 40% of the Approved Contractor Bid for Construction from the contractor. SFPUC will not process this payment until Grantee has submitted to SFPUC paid invoices showing that Grantee has spent at least 80% of the first payment amount.
    - Third construction payment will be 10% of the Approved Contractor Bid for Construction from the contractor and will be retained until the Grantee has submitted all paid invoices for construction expenditures, received SFPUC Project Completion Notification after construction has been successfully completed and inspected by the SFPUC, and completed the Final Report, which includes construction as-builts, final stormwater performance calculations, a program survey, and a final maintenance checklist.

Requirements for each payment are documented as follows:

Project Phase	Payment Number	Required Documentation
Planning and Design	#1	1. Signed Grant Agreement(s) 2. City and County of San Francisco Bidder Number 3. Proof of Designer Insurance 4. Completed First Source Hiring Worksheet 5. Completed Request for Funds (Appendix D)
Construction	#2	1. Completed Request for Funds (Appendix D), including copies of paid invoices for planning and design expenditures

		2. SFPUC Approval Letter of 100% Design 3. Approved Contractor Bid for Construction 4. SFPUC Approval Letter of Contractor Bid 5. Construction Schedule 6. Local Business Enterprise Contractor Outreach (if applicable) 7. Proof of Contractor Insurance 8. Proof of Contractor Department of Industrial Relations (DIR) registration (only for properties with a non-residential use) 9. Two signed and notarized copies of Declaration of Deed Restrictions (by Property Owner) 10. California Environmental Quality Act (CEQA) Determination or Exemption 11. Approved permits for construction and Building Permit Application number
Construction	#3	1. Completed Request for Funds (Appendix D), including copies of paid invoices showing payment of at least 80% of previously disbursed construction funds
Construction	#4	1. Completed Request for Funds (Appendix D), including copies of paid invoices for all construction expenditures 2. SFPUC Project Completion Notification 3. Completed Final Report

In order to receive any of the four grant disbursements, the Grantee must submit the following to the SFPUC:

- A completed W-9 IRS tax form from the designated payee.
- Insurance documentation, as described above and required in the Grant Agreement.
- A City and County of San Francisco Bidder and Supplier Number. For more information on doing business with the City, please see the San Francisco Office of Contract Administration at www.sfgsa.org.

<u>Disbursements to Other City Departments:</u>

This Grant Program includes a parallel procedure for funding other City Departments to install Green Infrastructure. City Departments may request SFPUC to disburse funds via an interdepartmental transfer. If the request is granted, SFPUC will execute a memorandum of understanding (MOU) with the applying City Department, and disburse the funds in three payments:

- Planning and Design: Upon SFPUC's receipt of all required documentation set forth in the chart below, the SFPUC will disburse up to 30% of total project costs solely for planning and design (pre-construction) activities. If planning and design funds remain after Notice to Proceed, remaining funds may be used towards construction.
- Construction funding will be disbursed in two payments, subject to the documentation requirements set forth below:
    - First construction payment will be up to 90% of the total available construction funding, and will not exceed the amount of the Approved Contractor Bid for Construction from the contractor. The payment will be transferred to the City Department within three weeks of submission of required documentation to SFPUC.

- Final construction payment will be the remaining balance of the construction costs, including any change orders, up to the maximum available grant funds. The final payment will be retained until the City Department has submitted a final schedule of values for all construction expenditures, received SFPUC Project Completion Notification after construction has been successfully completed and inspected by the SFPUC, and completed the Final Report, which includes construction as-builts, final stormwater performance calculations, a program survey, and a final maintenance checklist.

Requirements for each payment to City Departments are documented as follows:

Project Phase	Payment Number	Required Documentation
Planning and Design	#1	1. Signed MOU(s) 2. Completed Request for Funds (Appendix D)
Construction	#2	1. Completed Request for Funds (Appendix D), including copies of paid invoices for planning and design expenditures 2. SFPUC Approval Letter of 100% Design 3. Approved Contractor Bid for Construction 4. SFPUC Approval Letter of Contractor Bid 5. Construction Schedule 6. California Environmental Quality Act (CEQA) Determination or Exemption
Construction	#3	1. Completed Request for Funds (Appendix D), including copies of paid invoices for all construction expenditures 2. SFPUC Project Completion Notification 3. Completed Final Report

Taxes and Insurance

A grant counts as income and therefore may be taxable. It is the responsibility of the Grantee to determine whether a tax liability exists. The designated Grantee will receive a 1099-Misc tax form from the City the February after award of the grant. By issuing a 1099-Misc, the City is fulfilling its legal obligation for tax reporting. In order to issue a 1099-Misc, SFPUC will request relevant tax information from a designated Grantee through a W-9 IRS tax form, which must be completed and returned before a grant disbursement will be made.

The City requires evidence of insurance for all funded activities. Prior to beginning work on an activity, the Grantee must produce a Certificate of General Liability as well as proof of Worker's Compensation Insurance with the required coverage from its contactor and designer. The designer's insurance must be submitted prior to disbursement of the first payment for planning and design. The construction contractors' insurance must be submitted prior to the disbursement of any funds for construction work. The required insurance policies shall name as additional insureds the City and County of San Francisco, the San Francisco Public Utilities Commission, its board members and

commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees.

The Green Infrastructure Grant Agreement contains additional information on the requirements related to taxes, insurance, and other matters.

Permits and Environmental Review

All projects must comply with applicable local, state, and federal permit requirements. Funds for construction will not be issued until the project has undergone environmental review in compliance with CEQA and San Francisco Administrative Code Chapter 31.

IV. Application Evaluation and Award

Application Evaluation Criteria

Applications will be evaluated on the eligibility criteria and documentation requirements identified under *Section I Eligibility Criteria*. The SFPUC will determine whether the application meets all minimum eligibility requirements. Applications that do not meet the eligibility requirements will not be evaluated further and will not receive grant funding. Applications that meet the eligibility requirements will be evaluated and ranked based on the following evaluation criteria:

- Stormwater Management: Applications will be evaluated based on the size of the project's Drainage Management Area (DMA) and the total annual volume of stormwater captured by the project.
- Co-Benefits: Applications will be evaluated based on the number and variety of proposed community and environmental benefits, and how well the application narrative articulates the intended co-benefit outcomes and proposed process for delivering the co-benefit outcomes.
- Proposed Concept Design and Budget: Applications will be evaluated based on the whether the application narrative, proposed budget, and concept design demonstrate a complete, accurate, and feasible stormwater management concept using approved green infrastructure BMP types.
- Project Implementation Plan: Applications will be evaluated based on the quality of the proposed project implementation plan, including the quality of the proposed Communications Plan, feasibility of the proposed schedule, completeness of the maintenance plan, and overall project readiness.

Each application solicitation will include a clear statement of the process for submitting applications and for evaluating applications, including the specific evaluation and scoring criteria to be used by the SFPUC to rank applications. SFPUC may provide partial award of requested grant funds based on review of the project's proposed concept, budget, and eligible cost items.

Award Letter

Upon selection of an application, the SFPUC will issue the Grantee an Award Letter confirming the amount of grant funds reserved for the project. An Award Letter is provisional and requires the execution of the Green Infrastructure Grant Agreement and the Grantee's submission to the SFPUC of the documentation required for the initial funding disbursement.

The Grantee has three months from the date of the Award Letter to execute the required Green Infrastructure Grant Agreements, submit a W-9 tax form, provide a valid copy of insurance documentation for the design services (architect and/or engineer), and become an approved Bidder and Supplier with the City and County of San Francisco.

If the Grantee does not complete the above requirements within three months, the SFPUC reserves the right to rescind the Grant Award. The Grantee may request an extension of the grant reservation. The SFPUC, in its sole discretion, may approve such a request for an extension. In order to be effective, the SFPUC must approve any extension of a grant reservation in writing.

Green Infrastructure Grant Agreement

The Green Infrastructure Grant Agreement has a term of 20 years. The grant agreement will require the property owner(s) to maintain the stormwater management function of the project for 20 years, which is considered the typical useful life of green infrastructure assets.

In addition, the property owner(s) must submit to the SFPUC a signed and notarized notice to be recorded against the property with the San Francisco Office of the Assessor-Recorder, notifying subsequent property owners of the obligation to maintain the project for the 20-year duration. This notice will take the form of the Declaration of Deed Restrictions template included as an appendix to the Green Infrastructure Grant Agreement. The Declaration of Deed Restrictions document may be modified or replaced with a substantially equivalent notice and covenant to be recorded against the property on a case-by-case basis at the sole discretion of the SFPUC.

Copies of the Green Infrastructure Grant Agreement templates and the Declaration of Deed Restrictions can be found at www.sfpuc.org/gigrants. These documents are subject to change, and the Grantee and property owner(s) must sign the forms of these agreements as they exist at the time of execution to participate in the program.

V. Implementation

Stakeholder Engagement

Grantees are required to follow the Communications Plan submitted at the time of application, including holding a minimum of three stakeholder meetings. The Grantee will invite SFPUC to each of the following required stakeholder meetings:

1. **Project Kickoff:** The first meeting will include an overview of the Grant Award and introduction to the project. The first meeting should be scheduled after Grant Award and should include key stakeholders, for example: property owner, grant manager, and key site representatives. For school sites, this should include school principal and/or vice principal.
2. **Concept Development:** During the second meeting, the Grantee will present how the results of initial community engagement activities, geotechnical investigation, and engineering survey have further informed or updated the project concept design that was included with the application. The second meeting should be scheduled during the initial design phase. The property owner, grant manager, lead designer, and key community stakeholders must be present at this meeting.
3. **Design Stage (35%):** The third meeting should include an overview of the proposed design and a summary of how prior feedback was incorporated in the design. The third meeting

should be scheduled following the 35% design submittal. The property owner, grant manager, lead designer, maintenance or operations staff, and key community stakeholders must be present at the final design meeting.

Additional stakeholder engagement throughout the project is recommended. Projects that select the Community Engagement, Collaboration, and Placemaking co-benefit will be expected to develop and deliver a robust community engagement process beyond the minimum requirements described above.

Design Submittals

Grantees are required to submit documentation of successful completion of design milestones for review by the SFPUC via e-mail. Designs must be submitted at 35/65/95% completion (equivalent to 100% Design Development, 50% Construction Documents, 90% Construction Documents for architectural drawings) for review to ensure project performance. Design Submittal Checklists can be downloaded from the program website.

Final design documents (100% Construction Documents) must be submitted to the Grant Program Administrator via e-mail. The Grant Program Administrator will then issue final approval of the design to the Grantee. Once the Grant Program Administrator has issued final approval of the design, the Grantee may select a contractor.

Contractor/Bid Selection

The Grantee will be responsible for procuring a licensed contractor to complete the construction of the project. The Grantee shall ensure that all contractors and subcontractors will comply with City insurance and prevailing wage requirements. Strictly residential properties are not subject to prevailing wage requirements.

Approved Contractor Bid for Construction: SFPUC will review and approve the construction bid amount and issue an Approval Letter of Contractor Bid that identifies the approved grant funds contributed by SFPUC for the construction of the project, including any approved grant amendments as described in the Criteria for Grant Amendments section below, if applicable. The Approved Contractor Bid for Construction will not exceed the cost per acre at the time of the Grant Award or as identified in an approved grant amendment, if applicable. If a project's impervious area managed decreases from the proposed impervious area managed at the time of grant application, then SFPUC will approve a pro-rated portion of the Grant Award for construction funding based on the applicable cost per acre.

Construction

During construction the SFPUC reserves the right to enter the construction site and inspect the project at any time. The Grantee must ensure that the SFPUC has access to the site upon reasonable notice. SFPUC will provide Grantee with a summary of critical green infrastructure construction milestones. The Grantee will be responsible for alerting the Grant Program Administrator of critical construction milestones, and for sending SFPUC construction Requests for Information (RFI) and submittals related to the installation of the specific green infrastructure facilities proposed at the site. The Grantee will be responsible for construction management, including tracking and approving submittals, and inspecting and accepting construction.

Once construction is complete, the Grant Program Administrator will conduct a final walkthrough of the project to ensure that all stormwater management features were built to the approved plans and specifications. If the project is determined to be complete, the SFPUC Grant Program Administrator will issue a Project Completion Notification to the Grantee.

Criteria for Grant Amendments

A Grantee may request to have the SFPUC amend its agreement to increase its Grant Award up to the maximum per acre cost to account for additional stormwater management performance or pay for unexpected costs that may arise during bid or construction of the project. The SFPUC would approve or deny requests for such funding at its sole discretion, and any such requests would be subject to the availability of funding.

Criteria for Retroactive Grant Amendments

Grant agreements executed under any prior cost per acre maximum will be allowed to apply for increased grant funding to the currently approved cost per acre maximum as defined by the latest application solicitation, subject to approval by the General Manager.

For additional stormwater management performance, Grantees must submit an updated stormwater management plan, performance calculator, and project budget documenting the proposed additional scope to be added to the project.

For additional construction funding, Grantees must submit evidence in writing of: (1) construction bid overages; and/or (2) change orders related to green infrastructure construction. Criteria for each amendment request is below:

- Construction Bid Overages
    - Amendments for construction bid overages that exceed the cost per acre at the time of Grant Award will be considered at the time of construction bid solicitation.
    - Grantee must show good faith effort to collect competitive bids, with a minimum of three bids, with the lowest bid available above the maximum cost per acre at the time of grant application. Public-entity Grantees with projects that require competitive bidding may request an amendment for construction bid overages based on fewer than three documented bids.
- Change Orders for eligible costs related to green infrastructure during construction
    - Amendments may be processed for green infrastructure-related change orders that arise during construction due to compensable, unforeseen site conditions.
    - Examples of compensable change orders meeting this criteria include: encountering unknown utilities during construction, encountering damaged or inaccurately placed existing utilities during construction, encountering unknown hazardous material, encountering unforeseen soil conditions that require additional drainage infrastructure, encountering unknown subsurface conditions such as old foundations and fill material.
    - Examples of non-compensable change orders that are not be covered include, without limitation: changes to materials from bid documents due to owner preference, changes to design that are not the result of compensable unforeseen conditions, change orders for any ineligible cost items as outlined in the program guidelines.
    - The changed work must specifically involve the green infrastructure and be encompassed within the green infrastructure project limits.

- The changed work must also be compensable under the terms of the Grantee's construction contract with the Contractor.
- Grantee must provide the City with written notice of the unforeseen site condition and allow the City a reasonable opportunity to inspect it at least 14 calendar days before commencing the changed work or otherwise disturbing the condition.

Final Report

Before receiving the final grant disbursement, Grantees will be required to submit a Final Report to the SFPUC documenting all final project information. The final report must include construction as-builts, stormwater performance calculations, final construction costs, and a final maintenance checklist. The Final Report is due within 30 days of the issued Project Completion Notification. The Final Report template can be found on the program website.

VI. Post-Construction

Maintenance

The Property Owner(s) will be responsible for all operations and maintenance of all grant-funded project elements for the entirety of the 20-year Green Infrastructure Grant Agreement term.

Inspection

The SFPUC has the right to inspect the project at any time throughout the term of the Green Infrastructure Grant Agreement and the 20-year maintenance obligation. If the stormwater management function of the project is found to be impaired, the SFPUC will issue a notice to perform in writing to the Grantee to complete all required maintenance activities. If the Property Owner(s) fails to comply with this notice, the SFPUC may demand the return of grant funds pursuant to the terms of the grant agreement.

Annual Reporting

The Property Owner(s) will be responsible for submitting annual maintenance reports to the SFPUC for the entire duration of the project. The Property Owner will submit an Annual Self-Inspection Maintenance Checklist to the Grant Administrator each year documenting all inspections, maintenance tasks, and repairs on the project during the previous year.

Removal of Declaration of Deed Restrictions (Year 20)

Upon satisfaction of the obligation to operate and maintain the Project for 20 years after the Project Completion Date, as defined in the Green Infrastructure Grant Agreement, the SFPUC will, upon request, record a release of the Declaration of Deed Restrictions in the official records of the City and County of San Francisco's Office of the Assessor-Recorder.

Appendix C—Declaration of Deed Restriction

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Director of Property Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 With a conformed copy to: San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, California 94102 Attention: Real Estate Director	
The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105) APNs: (Block ____, Lot ___)	

(Space above this line reserved for Recorder's use only)

DECLARATION OF DEED RESTRICTIONS
[PROPERTY ADDRESS]
(Block ____, Lot ____)

This Declaration of Deed Restrictions ("**Declaration**") is made this ____ day of _____, 202__ by [**PROPERTY OWNER NAME**][, entity state/type if not an individual] ("**Declarant**").

RECITALS

A. Declarant owns that certain real property located at [Address], which is described more fully in the attached **Exhibit A** (the "**Property**"), on which a stormwater control and treatment project will be installed that will reduce runoff into City and County of San Francisco's ("**City**") sewer system (the "**Project**").

B. On November 13, 2018, by Resolution No. 18-0189, the SFPUC established a Green Infrastructure Grant Program to offer grants for properties in San Francisco containing large impervious surfaces to deliver cost-effective stormwater management and enhance the performance of City's sewer system.

C. On [DATE], the SFPUC received a grant application to fund green infrastructure components of the proposed Project to be constructed on the Property.

D. By letter dated [DATE], City, through the SFPUC, awarded a grant in the amount of up

to $[AMOUNT] (the "**Grant**") to fund the design and installation of the Project. The Grant is evidenced and governed by, among other documents, an agreement between the SFPUC and Declarant dated as of [DATE] (as it may be amended from time to time, the "**Grant Agreement**"). The Grant Agreement is incorporated by reference in this Declaration as though fully set forth. Definitions and rules of interpretation set forth in the Grant Agreement apply to this Declaration.

E. Pursuant to the Grant Agreement, and for good and valuable consideration of the Grant Funds received and improvements to the Property, Declarant has agreed to operate and maintain the Project for twenty (20) years, which is reasonably related to the useful life of the stormwater control infrastructure to be installed on the Property pursuant to the Project, and Declarant desires to impose certain restrictions for the benefit of each and every parcel in the Property.

F. The City is intended to be a third-party beneficiary of this Declaration, such that the written consent of the General Manager of the SFPUC shall be required for the modification, revocation, or termination of the restrictions imposed herein.

DECLARATION OF DEED RESTRICTIONS

NOW THEREFORE, Declarant hereby declares that all the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, reservations, rights, conditions, and covenants, all of which are imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, conditions, and covenants in this Declaration shall run with and burden the Property, and shall be binding on and for the benefit of all of the Property, any portion of it, and any interest in it, and all persons having or acquiring any rights, title, or interest in the Property, any portion of it, and any interest in it, and their successors, heirs, and assigns:

1. Declarant shall operate and maintain the Project as outlined in the Grant Agreement and shown in the Stormwater Control Project Site Plan, attached as **Exhibit B**, for a period of twenty (20) years (the "**Term**"), commencing on the "**Project Completion Date**" (defined in Section 1.1 of the Grant Agreement) and expiring on the twentieth (20th) anniversary of the Project Completion Date. During the Term, Declarant may take the Project out of service only for brief periods as necessary to conduct repairs or replacements.

2. Without limiting the foregoing, if the Property is ever sold, conveyed, or otherwise transferred during the Term to a person or entity (each, a "**Transferee**"), Declarant shall:

(a) notify the Transferee of this Declaration, and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Declaration and the Grant Agreement, and any modifications to the Grant Agreement, and any other material correspondence between City and Declarant relating to the Property; and

(b) notify City that the Property has been sold, conveyed, or otherwise transferred to the Transferee no later than ten (10) business days after the date of the transfer. Notice shall be given to City by certified mail – return receipt requested to:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

San Francisco Public San Francisco Public Utilities Commission
525 Golden Gate Ave, 13th Floor
San Francisco, CA 94102
Attn: General Manager

3. The City is intended to be a third-party beneficiary of this Declaration, with the right to consent to any modification or revocation and the right and authority, at its sole option, to enforce its provisions, provided, however, that the City shall have no liability with respect to the condition of the Property.

4. If, during the Term, Declarant wishes to release any portion of the Property from the terms of this Declaration, in connection with a subdivision or otherwise, then Declarant shall notify City of the proposed release and related transaction, including such terms as are necessary to ensure that Declarant's obligations under this Declaration and the Grant Agreement will be satisfied with respect to the entire Property. Any such release will be subject to the review and written approval of the SFPUC General Manager, or their designee, and shall be recorded against the portion of the Property that is released.

5. In the event that, during the Term, Declarant fails to comply with its operation and maintenance obligations, as specified in **Section 1** of this Declaration, to City's satisfaction, at its sole option, City may exercise any rights available at law or in equity, by statute, or otherwise including, but not limited to, the remedies available to City specifically identified in the Grant Agreement upon an Event of Default. Declarant shall pay City's costs in connection with City's enforcement of the terms of this Declaration, including, without limitation, City's reasonable attorney's fees and costs. For purposes of this Declaration, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys.

6. Each and all of the foregoing covenants, conditions, and restrictions (i) shall run with the land; (ii) shall be binding upon, and shall inure to the benefit of, Declarant, each owner, and any person having or acquiring any interest in any portion of the Property, and all of their respective successive owners and assigns; and (iii) shall be binding upon, and shall inure to the benefit of, the Property and each Parcel thereof, and every portion thereof and interest therein.

7. This Declaration may not be modified, revoked, or terminated without the written agreement signed by Declarant, approved by City in writing, and recorded against the Property in the official records (the "**Official Records**") of City's Office of the Assessor-Recorder.

8. This Declaration, together with **(a)** any of its exhibits, attachments, or inclusions by reference and **(b)** the Grant Agreement, constitutes the entire agreement on the subject matter of this Declaration, and, except for the Grant Agreement, this Declaration supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, concerning the subject matter of this Declaration.

9. Upon expiration of the Term or the parties' mutual agreement to sooner terminate this Declaration, City shall execute any appropriate instrument requested by Declarant to remove this Declaration from the Official Records.

[Signatures on following page]

[The person executing this Declaration on behalf of Declarant does hereby covenant and warrant that Declarant is a duly formed and existing [entity state and type], that Declarant has full right and authority to enter into this Declaration, and that the person signing on behalf of Declarant is authorized to do so.] OR [The person signing below represents that they have the right to make this Declaration, executed as of the date first written above.]

DECLARANT:
[NAME]
_____

Signature: _____

Printed Name: _____

Title: _____

Declarant's signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

APPROVED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
SARAH MINICK
Urban Watershed Planning Division Manager
San Francisco Public Utilities Commission

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me,
_____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me,
_____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

(Legal Description of the Property)

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, AND STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT B
(Stormwater Control Project Site Plan)

[attached]

Appendix D--Form of Funding Request

FUNDING REQUEST --<<SUPPLIER ID>><<PAYMENT NUMBER 1-4>>

<<DATE>>

<<INSERT NAME OF DEPARTMENT>>
<<INSERT ADDRESS OF DEPARTMENT>>
San Francisco, CA **<<INSERT ZIP CODE>>**

Re:
<<INSERT PROJECT NAME>>

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **<<INSERT DATE>>**, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested in this Request:	$_____
Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	$_____
Total of All Grant Funds Disbursed Prior to this Request:	$_____

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

Grantee:

By:

Print Name:

Title:

Date:

SCHEDULE 1 TO FUNDING REQUEST

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description

The following are attached as part of this Schedule 1:

(1) an invoice for each item of Eligible Expense for which Grant Funds are requested;

(2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;

(3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

Appendix E--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix G—Grantee-Contractor Contractual Language for Insurance Documentation

If Grantee's Contractor's certificate of insurance references a written contract, then the Grantee's Contractor's written contract with the Grantee must include the Insurance for Others contract language below:

10. INSURANCE FOR OTHERS:

10.1 Types and Amounts of Coverage. Contractor(s) shall maintain, or cause to be maintained, until the Project Completion Date, the following types of insurance in the following amounts applicable to the Project:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars ($1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars ($1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and County of San Francisco and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Waiver of Subrogation. The Workers' Compensation, Commercial General Liability, Commercial Automobile Liability, and any other applicable insurance policies shall be endorsed with a waiver of subrogation in favor of the City and County of San Francisco for all work performed by the Contractor, its employees, agents, and subcontractors.

10.4 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City and County of San Francisco of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to Urban Watershed Planning Division, 6th Floor, 525 Golden Gate Avenue, San Francisco, California 94102.

10.5 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or

termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.6 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.