

File No. 200454

Committee Item No. 2

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 10, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
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#### OTHER (Use back side if additional space is needed)

- Public Utilities Commission Resolution No. 18-0189
- \_\_\_\_\_
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Completed by: Linda Wong

Date June 5, 2020

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Authorizing Grant Agreements - Public Utilities Commission Green Infrastructure Grant  
2 Program - Terms of 20 Years]

3 **Ordinance extending for an additional two years through July 1, 2022, the delegation of**  
4 **authority under Charter, Section 9.118, to the General Manager of the San Francisco**  
5 **Public Utilities Commission (SFPUC), previously authorized by Ordinance No. 26-19, to**  
6 **enter into grant agreements under the SFPUC’s Green Infrastructure Grant Program**  
7 **with terms of up to 20 years and without Commission approval.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
10 **Deletions to Codes** are in ~~*italics Times New Roman font*~~.  
11 **Board amendment additions** are in Arial font.  
12 **Board amendment deletions** are in ~~Arial font~~.  
13 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
14 subsections or parts of tables.

15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. Background.

17 (a) San Francisco has a combined sewer system that collects and treats both  
18 wastewater and stormwater in the same network of pipes. The San Francisco Public Utilities  
19 Commission (“SFPUC” or “Commission”) has a multi-faceted program to maximize the  
20 detention and retention of stormwater.

21 (b) Green infrastructure uses vegetation, soils, and other elements and practices  
22 that mimic nature to soak up and store stormwater. Green infrastructure is a cost-effective,  
23 resilient approach for managing wet weather impacts that provides many benefits. Green  
24 infrastructure reduces and treats stormwater at its source while delivering environmental,  
25 social, and economic benefits.

1 (c) The SFPUC desires to encourage owners of parcels containing large impervious  
2 areas – such as concrete parking lots and asphalt covered playgrounds – to install Green  
3 infrastructure projects on their parcels that will reduce the amount of stormwater runoff  
4 entering the SFPUC’s sewer system, and thereby improve system performance.

5 (d) Towards that end, at a public hearing on November 13, 2018, the SFPUC, by its  
6 Resolution No. 18-0189, approved the SFPUC Green Infrastructure Grant Program  
7 Guidelines, a copy of which is on file with the Clerk of the Board of Supervisors in File No.  
8 200454. The Resolution authorizes the SFPUC General Manager to award grants to  
9 property owners to construct green infrastructure projects such as permeable pavement, rain  
10 gardens/bioretention, impervious surface removal, and vegetated roofs, on their parcels.  
11 Under the Grant Program Guidelines, grantees must meet the following six eligibility criteria:

12 (1) Project Size: The proposed project must manage stormwater runoff from  
13 a minimum of 0.5 acres of impervious surface.

14 (2) Project Location: The proposed project must be located on a parcel  
15 connected to a SFPUC-owned and operated sewer system service area.

16 (3) Performance: The proposed project must capture runoff from the 90th  
17 percentile 24-hour storm, equivalent to three quarters of an inch total depth. The 90th  
18 percentile 24-hour storm represents an amount of precipitation that 90% of all rainfall events  
19 do not exceed, as compared to the historical period of record.

20 (4) Grant Team Experience: The grant team must include the property  
21 owner, an identified grant or project manager, and a licensed engineer or landscape architect  
22 registered in the State of California. The proposed project team must collectively demonstrate  
23 a history of successful project implementation and have experience designing, constructing,  
24 and/or maintaining green infrastructure.

1 (5) Concept Design: The applicant must submit a conceptual design plan  
2 drawing approximately equivalent to a 10% level of design that satisfies specific criteria set  
3 forth in the Grant Program guidelines.

4 (6) At Least Two Co-Benefit Opportunities: Green infrastructure projects  
5 provide a variety of co-benefit opportunities in addition to reducing the amount of stormwater  
6 runoff that enters the SFPUC sewer system. Projects are required to demonstrate at least  
7 two of the following co-benefits: location within or serving an Environmental Justice Area or  
8 Disadvantaged Community, as designated by the SFPUC; provide public access to the project  
9 site to promote awareness of and education about the importance of stormwater  
10 management; groundwater recharge through infiltration of stormwater in the Westside  
11 Groundwater Basin; non-potable water reuse of retained stormwater for other applications,  
12 such as irrigation; the incorporation of education and/or curriculum opportunities into the  
13 project that explain how green infrastructure assets work and their impact on watersheds and  
14 the SFPUC's sewer system; providing job training opportunities in the green infrastructure  
15 sector; and integration of biodiversity and native habitat into the project's design, such as  
16 native pollinator gardens.

17 (e) Under the Grant Program Guidelines, grantees may receive up to \$765,000 per  
18 impervious acre of property, or fraction thereof, for which stormwater is managed by the green  
19 infrastructure project, for up to a maximum amount of \$2,000,000 per grant.

20 (f) To receive funding under the Green Infrastructure Grant Program, a grantee  
21 must enter into a Green Infrastructure Grant Agreement ("Grant Agreement"), a template of  
22 which is on file with the Clerk of the Board of Supervisors in File No. 200454. SFPUC has  
23 determined that the useful life of the type of green infrastructure projects that are eligible for  
24 funding under the Grant Program is approximately 20 years. Ongoing, proper maintenance of  
25 green infrastructure projects is critical for these projects to function properly and benefit the

1 SFPUC sewer system for the useful life of these assets. Accordingly, the Grant Agreement  
2 requires that the Grantee maintain the green infrastructure project for the 20-year term of the  
3 agreement, authorizes the SFPUC to conduct periodic inspections of the Grantee's  
4 construction, operation, and maintenance of the project, and provides the SFPUC with  
5 remedies against the Grantee in the event that the Grantee fails to maintain the project for the  
6 20-year term. The Grant Agreement also requires the Grantee to execute and record against  
7 the property a deed restriction that serves to notify future owners that the 20-year  
8 maintenance obligation runs with the land.

9 (g) In approving the Grant Program, the Commission delegated authority to the  
10 SFPUC General Manager to negotiate, award, and execute Grant Agreements with a term of  
11 up to 20 years and recommended that the Board of Supervisors adopt an ordinance  
12 delegating its authority under Charter Section 9.118 to the SFPUC General Manager to  
13 execute the Grant Agreements for a term in excess of 10 years.

14 (h) In February 2019, the City enacted Ordinance No. 26-19 (File No. 181113)  
15 delegating authority to the SFPUC General Manager through July 1, 2020, to enter into Grant  
16 Agreements under the SFPUC Green Infrastructure Grant Program provided that (1) the term  
17 of the grant agreement does not exceed 20 years and (2) each grant award is approved by  
18 the Commission at a public hearing. Since that time, the Commission has awarded three  
19 grants totaling just over \$2 million dollars for construction of green infrastructure projects in  
20 schoolyards at two public schools (Lafayette Elementary School and Bessie Carmichael  
21 Middle School) and one private school (St. Thomas More School).

22 (i) The Board of Supervisors now desires to extend the delegation of authority to the  
23 SFPUC General Manager provided for in Ordinance No. 26-19 for an additional two years,  
24 with a sunset date of July 1, 2022, and remove the requirement that each grant award be  
25 approved by the Commission at a public hearing.

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Section 2. Delegation of Authority Under Charter Section 9.118 to SFPUC General Manager.

(a) Delegation of Authority. Pursuant to its authority under Charter Section 9.118, the Board of Supervisors delegates to the SFPUC General Manager authority to enter into Grant Agreements under the Green Infrastructure Grant Program referenced in Section 1 of this ordinance, in substantially the same form as on file with the Clerk of the Board of Supervisors in File No. 200454, for a term in excess of 10 years, so long as the term does not exceed 20 years. The Board of Supervisors further authorizes the SFPUC General Manager to enter into any amendments or modifications to the Grant Agreements that do not extend the terms of the agreements beyond 20 years, and that the SFPUC General Manager determines, in consultation with the City Attorney, are in the best interest of the City, do not materially decrease the City’s rights or materially increase the City’s obligations or liabilities, are necessary or advisable to effectuate the purposes and intent of the Grant Program, and are in compliance with all applicable laws, including the City Charter.

(b) Reporting Requirement. Starting with the quarter beginning July 1, 2019, SFPUC shall submit quarterly written reports to the Clerk of the Board of Supervisors summarizing all Grant Agreements SFPUC has entered into during the prior quarter pursuant to the authority granted under subsection 2(a) of this ordinance. Each such report shall be submitted no later than 30 days following the completion of the quarter that is the subject of the report.

(c) Sunset Dates.

(1) The delegation of authority provided for under subsection 2(a) of this ordinance shall apply only to Grant Agreements, and amendments or modifications of Grant Agreements, executed before July 1, 2022, and shall expire by operation of law on July 1, 2022.



## LEGISLATIVE DIGEST

[Authorizing Grant Agreements - Public Utilities Commission Green Infrastructure Grant Program - Terms of 20 Years]

**Ordinance extending for an additional two years through July 1, 2022, the delegation of authority under Charter, Section 9.118, to the General Manager of the San Francisco Public Utilities Commission (SFPUC), previously authorized by Ordinance No. 26-19, to enter into grant agreements under the SFPUC's Green Infrastructure Grant Program with terms of up to 20 years and without Commission approval.**

### Existing Law

In February 2019, the City enacted uncodified Ordinance No. 26-19 (File No. 181113), delegating the Board of Supervisors' authority under Charter Section 9.118(b) to the General Manager of the San Francisco Public Utilities Commission (SFPUC) to enter into grant agreements under the SFPUC Green Infrastructure Grant Program for a term in excess of 10 years, provided that (1) the term of the grant agreement does not exceed 20 years, and (2) each grant award is approved by the SFPUC Commission at a public hearing. The ordinance also requires SFPUC to submit quarterly written reports to the Clerk of the Board of Supervisors summarizing all grant agreements SFPUC has entered into during the prior quarter.

The delegation of authority and the reporting requirements provided for under uncodified Ordinance No. 26-19 expire on July 1, 2020.

### Amendments to Current Law

This uncodified ordinance would extend for another two years through July 1, 2022, the delegation of authority under Charter Section 9.118(b) to the SFPUC General Manager to enter into grant agreements under the SFPUC Green Infrastructure Grant Program for a term in excess of 10 years and not more than 20 years. The SFPUC would be required to continue to submit quarterly written reports to the Clerk of the Board of Supervisors summarizing grant agreements SFPUC has entered into during the prior quarter.

This uncodified ordinance would also remove the existing requirement in Ordinance No. 26-19 that each grant award must be approved by the SFPUC Commission at a public hearing.

### Background Information

The SFPUC approved the Green Infrastructure Grant Program Guidelines (Grant Program) at a public hearing on November 13, 2018 by Commission Resolution No. 18-0189. Under the Grant Program, SFPUC may award grants of up to \$2 million each to owners of San



Francisco properties with large impervious areas to construct green infrastructure projects on their parcels that use vegetation, soils, and other elements and practices that mimic nature to soak up and store stormwater. Examples of such projects include the installation of permeable pavement, rain gardens/bioretention, impervious surface removal, and vegetated roofs. Under the Grant Program, grants may be awarded only to owners of properties at least 0.5 acres in size and the proposed green infrastructure project must capture runoff from the 90th percentile 24-hour storm, equivalent to 0.75-inch total depth. The 90th percentile 24-hour storm represents an amount of precipitation that 90% of all rainfall events do not exceed, as compared to the historical period of record. Grantees must also satisfy additional eligibility criteria specified in Commission Resolution No. 18-0189.

The Grant Agreement requires that the Grantee maintain the green infrastructure project for the 20-year term of the agreement, authorizes the SFPUC to conduct periodic inspections of the Grantee's construction, operation, and maintenance of the project, and provides the SFPUC with remedies against the Grantee in the event that the Grantee fails to maintain the project for the 20-year term.

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<p><b>Item 2</b> <b>File 20-0454</b></p>	<p><b>Department:</b> Public Utilities Commission (PUC)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed ordinance would extend the delegation of authority to the San Francisco Public Utilities Commission (SFPUC) General Manager to enter into grant agreements under the SFPUC’s Green Infrastructure Grant Program for terms of up to 20 years, as previously authorized in Ordinance 26-19, by an additional two years through July 1, 2022, and remove the requirement that each grant award must be approved by the SFPUC Commission.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• SFPUC’s Green Infrastructure Grant Program awards grants to public and private property owners to design and build green infrastructure (such as vegetation, soils, and permeable pavement) that reduces stormwater runoff entering SFPUC’s combined sewer system to improve system performance. To date, SFPUC has awarded five grants totaling \$4,094,294, with a sixth grant of \$884,291 awaiting SFPUC Commission approval. The ordinance expires June 30, 2020.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The Green Infrastructure Grant Program has received \$12,000,000 in Sewer System Improvement Program funding. The program has awarded and reserved grant funds totaling \$4,978,585, and holds a 10 percent contingency of \$497,859. Administrative costs are projected at \$583,000. The projected remaining program balance is approximately \$5,940,557. The proposed ordinance does not increase the amount of funding for the program and SFPUC states it will not request additional funding for this program in its FY 2020-21 -FY 2021-22 budget.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• The proposed ordinance removes the requirement that each grant award be approved by the SFPUC Commission. SFPUC is requesting to remove this requirement to expedite the process of disbursing grants. According to SFPUC staff, the process of SFPUC Commission approval adds approximately three to four months before grants can be disbursed. As many of the grant recipients are schools, construction has to be scheduled for when school is not in session, and slow grant disbursement could delay projects. However, the Board of Supervisors in approving the original ordinance (File 18-1113, Ordinance 26-19) required Commission approval of the proposed grant awards at publicly noticed meetings. Therefore, the Budget and Legislative Analyst recommends that the proposed ordinance be amended to continue to require SFPUC Commission approval of each grant, consistent with Board of Supervisors actions in approving File 18-1113, Ordinance 26-19.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ol style="list-style-type: none"> <li>1. Amend the proposed ordinance to require SFPUC Commission approval of each grant.</li> <li>2. Approval of the proposed ordinance, as amended, is a policy matter for the Board of Supervisors</li> </ol>	

## MANDATE STATEMENT

Section 9.118(b) of the City's Charter requires approval by the Board of Supervisors for contracts with an expected term longer than ten years or requiring expenditures of \$10 million or more.

## BACKGROUND

San Francisco has a combined sewer system that collects and treats both wastewater and stormwater in the same network of sewer lines and wastewater treatment facilities. Green infrastructure uses vegetation, soils, and other elements and practices such as permeable pavement to absorb stormwater and reduce the impact of stormwater on the combined sewer system.

The San Francisco Public Utilities Commission's (SFPUC) green infrastructure program is intended to reduce the amount of stormwater runoff entering SFPUC's combined sewer system in order to improve system performance. The green infrastructure program consists of capital projects, grants to property owners, regulation, and technical assistance.

In February 2019, the Board of Supervisors approved an ordinance delegating authority to the SFPUC General Manager to enter into grant agreements with terms of up to 20 years, without further Board of Supervisors approval, under SFPUC's Green Infrastructure Grant Program (File 18-1113, Ordinance 26-19). To date, SFPUC has awarded five grants totaling \$4,094,294 for green infrastructure projects at the following five locations: (i) Lafayette Elementary School, for \$489,142; (ii) Bessie Carmichael Middle School, for \$428,075; (iii) St. Thomas More School, for \$1,118,958; (iv) Holy Trinity Church, for \$1,577,161; and (v) Lycee Francais School, for \$480,958. A sixth grant has been reserved for Crocker Amazon Park, for \$884,291, but it has not yet been approved by the SFPUC Commission. The ordinance expires June 30, 2020.

## DETAILS OF PROPOSED LEGISLATION

The proposed ordinance would extend the delegation of authority to the SFPUC General Manager to enter into grant agreements under the SFPUC's Green Infrastructure Grant Program with terms of up to 20 years, as previously authorized in Ordinance 26-19, by an additional two years through July 1, 2022. The proposed ordinance would also remove the requirement that each grant award be approved by the SFPUC Commission.

SFPUC's Green Infrastructure Grant Program awards grants to public and private property owners to design and build green infrastructure that reduces stormwater runoff. Property owners may receive up to \$765,000 per impervious acre of property managed, or fraction thereof, up to a maximum of \$2,000,000 per grant. Area that is "managed" is defined as impervious area that is draining to a designed green infrastructure facility. To receive funding, the property owner must enter into a 20-year stormwater management agreement with SFPUC. SFPUC has determined that the useful life of the type of green infrastructure projects eligible for funding under the grant program is at least 20 years, and ongoing maintenance of green infrastructure projects is necessary for the project to function properly and benefit the SFPUC sewer system. Grants are non-competitive and awarded to recipients for eligible projects on a

first-come, first-serve basis so long as funding is available. The proposed ordinance does not amend the eligibility criteria or other aspects of the grant program. The project criteria continue to include:

- Size: The proposed project must manage stormwater runoff from a minimum of 0.5 acre of impervious surface.
- Location: The proposed project must be located on a parcel connected to the SFPUC-owned and operated sewer system.
- Performance: The proposed project must capture runoff from the 90<sup>th</sup> percentile 24-hour storm, equivalent to 0.75-inch total depth.
- Grant Team Experience: The grant team must include the property owner, an identified grant or project manager, and a licensed engineer or landscape architect registered in the State of California. The grant team must collectively demonstrate a history of successful project implementation and have experience designing, constructing, and/or maintaining green infrastructure.
- Concept Design: The applicant must submit a conceptual design plan drawing equivalent to a 10 percent level of design that satisfies criteria set forth in the grant program guidelines.
- Co-Benefit Opportunities: The proposed project must demonstrate at least two of the following co-benefits:
  1. Location within or serving an Environmental Justice Area or Disadvantaged Community, as designated by SFPUC;
  2. Provide public access to the project site to promote awareness of and education about the importance of stormwater management;
  3. Groundwater recharge through infiltration of stormwater above the Westside Groundwater Basin;
  4. Non-potable water reuse of retained stormwater for other applications, such as irrigation;
  5. The incorporation of education and/or curriculum opportunities that explain how green infrastructure assets work and their impact on watersheds and the SFPUC's sewer system;
  6. Providing job training opportunities in the green infrastructure sector; and/or
  7. Integration of biodiversity and native habitat into the project's design, such as native pollinator gardens.

The SFPUC's Wastewater Enterprise is responsible for evaluating grant proposals and recommending grant awards to the SFPUC Commission, who must approve these grants. As noted below, SFPUC is utilizing the Sewer System Improvement Program's Program Management Consultant to provide technical support to city staff, including design review and conducting opportunity assessments for potential grantees. The Program Management Consultant is a joint

venture joint venture between AECOM and Parsons with various subcontractors, including Lotus Water and InCommon who are working on this program.

## FISCAL IMPACT

The SFPUC Wastewater Enterprise's FY 2018-20 two-year capital budget includes \$12,000,000 in Sewer System Improvement Program (SSIP) funding for the Green Infrastructure Grant Program. According to Ms. Megan Imperial, SFPUC Policy and Government Affairs, SFPUC's proposed FY 2020-22 two-year budget will not request additional funding for the program. After awarding the sixth grant for Crocker Amazon Park, SFPUC anticipates a remaining program balance of approximately \$5,940,556. The sources and uses of funds is shown in Table 1 below.

**Table 1: Source and Uses of SFPUC Green Infrastructure Grant Program**

<b>Sources</b>	<b>Amount</b>
Sewer System Improvement Program	\$12,000,000
<b>Total Sources</b>	<b>\$12,000,000</b>
<b>Uses</b>	<b>Amount</b>
Lafayette Elementary School	\$489,142
Bessie Carmichael Middle School	428,075
St. Thomas More School	1,118,958
Holy Trinity Church	1,577,161
Lycee Francais School	480,958
Crocker Amazon Park (Reserved)	884,291
<i>Grant Subtotal</i>	<i>\$4,978,585</i>
<i>Grant Contingency (10%)</i>	<i>497,859</i>
Project Management Consultant <sup>1</sup> (Projected)	\$457,000
SFPUC Labor (Projected)	126,000
<i>Administrative Subtotal</i>	<i>\$583,000</i>
<b>Total Uses</b>	<b>\$6,059,444</b>
<b>Remaining Program Balance</b>	<b>\$5,940,556</b>

### Contingency

According to Ms. Sarah Bloom, SFPUC Watershed Planner, the 10 percent program contingency is recommended for unforeseen conditions that may arise during construction. Use of the contingency would require a grant amendment before distributing to a project. Since all projects are still active, SFPUC is holding the full contingency amount until each project is complete.

## POLICY CONSIDERATION

The proposed ordinance would also remove the requirement that each grant award be approved by the SFPUC Commission. The existing ordinance, as approved by the Board of Supervisors in

<sup>1</sup> The Program Management Consultant is a joint venture between AECOM and Parsons. According to Ms. Bloom, the subconsultant Lotus Water has performed the bulk of the work on this program on behalf of the joint venture.

February 2019, allows the grants to be awarded without Board of Supervisors approval, but requires approval of the SFPUC Commission (File 18-1113). According to Ms. Imperial, SFPUC is requesting to remove this requirement to expedite the process of disbursing grants. According to Ms. Imperial, the process of SFPUC Commission approval adds approximately three to four months before grants can be disbursed. The grant process also requires a second Commission meeting to approve California Environmental Quality Act (CEQA) review and release funds. As many of the grant recipients are schools, construction has to be scheduled for when school is not in session, and slow grant disbursement could delay projects. However, the Board of Supervisors in approving the original ordinance (File 18-1113, Ordinance 26-19) required Commission approval of the proposed grant awards at publicly noticed meetings. Therefore, the Budget and Legislative Analyst recommends that the proposed ordinance be amended to continue to require SFPUC Commission approval of each grant, consistent with Board of Supervisors actions in approving File 18-1113, Ordinance 26-19.

Because the proposed ordinance delegates Board of Supervisors' approval authority under Charter Section 9.118 for these grants, we consider approval of the proposed ordinance to be a policy matter.

#### **RECOMMENDATIONS**

1. Amend the proposed ordinance to require SFPUC Commission approval of each grant.
2. Approval of the proposed ordinance, as amended, is a policy matter for the Board of Supervisors.

January 14, 2020

## GREEN INFRASTRUCTURE GRANT AGREEMENT

Between

THE CITY AND COUNTY OF SAN FRANCISCO,  
acting through its  
PUBLIC UTILITIES COMMISSION

And

[GRANTEE]

**THIS GRANT AGREEMENT** (this “Agreement”), dated for reference purposes only as of [DATE], is made by and between [NAME] (“Grantee”) and the City and County of San Francisco, a municipal corporation (“San Francisco” or “City”), acting by and through its Public Utilities Commission (“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 BMPS] on the property located at [INSERT ADDRESS] (the “Property”); and

**B.** The City has reviewed the Application Documents and determined that Grantee’s proposed Project satisfies the eligibility requirements to receive a grant under the SFPUC Green Infrastructure Grant Program and desires to provide Grantee such a grant on the terms and conditions set forth herein; and

**C.** Pursuant to the authority granted to the Commission under Board of Supervisors Ordinance No. 26-19, on [DATE] the San Francisco Public Utilities Commission, by SFPUC Resolution No. 20-XXXX, approved the award of this grant to Grantee and authorized the SFPUC General Manager to execute this Grant Agreement; and

**NOW, THEREFORE**, the SFPUC and Grantee 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) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in support of such grant application; and; (iii) all amendments, modifications or supplements to any of the

foregoing approved in writing by the SFPUC, attached hereto as Appendix A.

- (b) **“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 contribution of funding, if any.
- (c) **“Charter”** shall mean the Charter of the City.
- (d) **“Controller”** shall mean the Controller of the City.
- (e) **“Effective Date”** is defined in Section 3.1.
- (f) **“Eligible Expenses”** shall mean those costs described under “Budget Items Eligible for Funding” in the *Green Infrastructure Grant Program Rules*.
- (g) **“Event of Default”** shall mean the failure of the Grantee to comply with any portion of this Agreement including the *Green Infrastructure Grant Program Rules*.
- (h) **“Final Report”** shall mean the final report submitted to the SFPUC Grant Manager to receive the final payment disbursement.
- (i) **“Final Walkthrough”** shall mean the final inspection of the site conducted by SFPUC Grant Manager and the Grantee.
- (j) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (k) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.
- (l) **“General Manager”** shall mean the General Manager of the SFPUC, or his or her delegate.
- (m) **“Grantee”** shall mean [GRANTEE NAME].
- (n) **“Grantee’s Contractor”** shall mean the contractor(s) hired by Grantee to design and install the Project at the Property.
- (o) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee by the SFPUC under this Agreement.
- (p) **“Indemnified Parties”** shall mean: (i) City, including the SFPUC and all commissions, departments, agencies and other subdivisions of City; (ii) City’s elected officials, directors, officers, employees, agents, successors, assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (q) **“Project”** shall mean the design and completed construction and installation at the Property of the stormwater management features described in the approved Application Documents.



- (r) **“Project Completion Date”** shall mean the date of the SFPUC’s third disbursement of Grant Funds, as described in Section 5.4, upon completion of the Project, the SFPUC’s issuance of the Final Walkthrough, and the Grantee’s submission of the Final Report.
- (s) **“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.
- (t) **“Property”** is defined in Recital A above.
- (u) **“Term”** is defined in Section 3.2.
- (v) **“Green Infrastructure Grant Program Rules”** shall mean the document published by SFPUC titled *Green Infrastructure Grant Program Rules*, a copy of which is attached to this Agreement as Appendix B.

**ARTICLE 2**  
**APPROPRIATION AND CERTIFICATION OF GRANT FUNDS;**  
**LIMITATIONS ON THE SFPUC'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 acknowledges that the SFPUC budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee 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; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the Controller. In addition the San Francisco Administrative Code: City’s obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request or require Grantee to perform services or to provide 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 that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed 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.

**2.3. Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, 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 terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

**2.4. Project Approvals.** Grantee understands that the implementation of the Project shall require approvals, authorizations and permits from governmental agencies with jurisdiction over the Project which may include, without limitation, the San Francisco City Planning Commission (“City Planning”). Grantee also understands that no disbursement of funds will be made except for feasibility or planning tasks prior to completion of any environmental review necessary for the Project. Notwithstanding anything to the contrary in the Agreement, neither party is in any way limiting its discretion or the discretion of any department, board, or commission with jurisdiction over the Project, including but not limited to SFPUC and City Planning from exercising any discretion available to such department, board or commission with respect to the Project, including, but not limited to, the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts, including the “No Project” alternative, (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Project.

**2.5. 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.

### **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 Approved Stormwater Runoff Control Project; Cooperation with Monitoring.** Grantee shall, in good faith and with diligence, implement the Project on the terms and conditions set forth in this Agreement and the *Green Infrastructure Grant Program Rules*, a copy of which is attached hereto as Appendix B and is incorporated herein by reference. Grantee shall not materially change the nature or scope of the Project during the Term of this Agreement without the prior written consent of the SFPUC. Grantee shall promptly comply with all standards, specifications and formats of the SFPUC related to evaluation, planning and monitoring of the Project and shall cooperate in good faith with the SFPUC in any evaluation, planning or monitoring activities conducted or authorized by the SFPUC.

**4.2. Grantee is an Independent Contractor.** Grantee is solely responsible for the work to design and construct the Project, including selection of any designer(s), contractor(s), or installer(s). The Grantee understands that s/he, and any third parties involved with the work, are independent contractors and are not authorized to make any representations on behalf of the City. Should the City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or any court, arbitrator or administrative authority determine that Grantee is an employee of City for purposes of collection of any employment taxes, or for any other purpose, the amounts payable under this Agreement shall be reduced by any amounts paid by the City as a result of such determination, including, if applicable, both the employee and employer portions of any tax due.

**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 and section 6.22(e) and 6.22(f) of the City’s Administrative 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, his or her 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/prevaling-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, by virtue of accepting Grant Funds, agrees, once the Project is completed, to continually operate and maintain the Project as outlined in the *Green Infrastructure Grant Program Rules* for the entire Term of this Agreement, as set forth in Section 3.2. If Grantee fails to continually operate and maintain the Project during the Term, as required by this Section 4.4, 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 6.1(c), that a lesser amount will fully compensate the City for Grantee’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 *Green Infrastructure Grant Program Rules* (“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 may be requested by SFPUC.

**4.6. Agreement runs with the Land; Transfer of Property.**

(a) The covenants and agreements of the Grantee 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 and the City and their respective heirs, successors and assigns. Any reference to the Grantee in this Agreement shall include successor owners of all or any part of the Property, and all rights and obligations of the Grantee shall accrue to and be imposed upon any and all successor owners of the Property.

(b) Without limiting the foregoing, the Grantee further agrees whenever the Property is sold, conveyed or otherwise transferred to a person or entity (each, a “Transferee”), Grantee 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 8.10, 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.

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(iii) Grantee's failure to comply with the notifications requirements in Section 4.5(c) shall constitute an Event of Default under this Agreement in accordance with Section 6.1(c).

(c) In the event the Grantee wishes to release any portion of the Property from the terms of this Agreement, in connection with a subdivision or otherwise, then Grantee shall notify the SFPUC of the proposed release and related transaction, including such terms as are necessary to ensure that the Grantee'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 his or her 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 hereto as Appendix C.

#### **4.7. Work Product.**

Grantee understands and agrees that the SFPUC has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work funded in whole or part with the Grant Funds pursuant to grant requirements and the provisions of this Agreement. Grantee has the burden of demonstrating to the SFPUC that each element of work funded in whole or part with the Grant Funds is directly and integrally related to the Project as approved by the SFPUC. The SFPUC shall have the reasonable 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 shall provide SFPUC with reasonable access for the purpose of conducting such inspection.

### **ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS**

**5.1. Maximum Amount of Grant Funds.** In no event shall the amount of the Grant Funds disbursed hereunder exceed \$[GRANT 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 for planning and design in accordance with the Budget set forth in the Grant Application and for construction in accordance with the approved bid submitted by the construction contractor.

**5.3. Grant Fund Disbursement.** 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.

- Phase 2: For the construction phase, the SFPUC will disburse up to \$XXX total for construction activities upon SFPUC Commission review and consideration of the completed California Environmental Quality Act (CEQA) determination submitted by the Grantee, and upon receipt of the required documentation set forth in the chart below. If Grantee spent less in Phase 1 than the amount City disbursed under Phase 1, then the construction budget shall be reduced accordingly in that amount.

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 construction bid 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 construction bid 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 construction bid 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:

<b>Project Phase</b>	<b>Payment Number</b>	<b>Required Documentation</b>
Planning and Design	#1	<ol style="list-style-type: none"> <li>Signed Grant Agreement</li> <li>City and County of San Francisco Bidder Number</li> <li>Proof of Grantee or Designer Insurance</li> <li>Completed Request for Funds (Appendix D)</li> </ol>
Construction	#2	<ol style="list-style-type: none"> <li>Completed Request for Funds (Appendix D), including copies of paid invoices for planning and design expenditures</li> <li>SFPUC Approval Letter of 100% Design</li> <li>Contractor Bid for Construction</li> <li>Construction Schedule</li> <li>Proof of Contractor Insurance</li> <li>Proof of recording of Declaration of Deed Restrictions</li> <li>CEQA Determination or Exemption</li> </ol>

	#3	1. Completed Request for Funds (Appendix D), including copies of paid invoices showing payment of 80% of previously disbursed construction funds
	#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

**5.4. Request for Grant Funds.** Based on the Budget submitted to the SFPUC as outlined in the Application Documents and the contractor bid submitted for the construction phase, the Grantee shall submit a **Request for Grant Funds** for Eligible Expenses for each of the four disbursements specified in Section 5.3. All payment requests submitted to the SFPUC shall certify all necessary supporting documentation has been submitted by the Grantee. Any Request for Grant Funds 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.

**5.5. Submitting False Claims; Monetary Penalties.** Any Grantee who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A Grantee who submits a false claim shall also be liable to City for the costs, including attorney’s fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A Grantee will be deemed to have submitted a false claim to City if the Grantee (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

**ARTICLE 6**



## EVENTS OF DEFAULT AND REMEDIES

**6.1. 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 Request for Grant Funds, or in any other document submitted to City by Grantee 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 insurance policy required by Section 8.1.

(c) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee 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.

**6.2. 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.** The City may terminate this Agreement by giving a written termination notice to Grantee. In that event, this Agreement shall terminate on the date specified in such notice.

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

(c) **Return of Grant Funds.** The City may institute an action for specific performance or demand the immediate return of previously disbursed Grant Funds.

(d) **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 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.

**6.3. Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder 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. Notwithstanding the foregoing, City shall first seek to enforce the remedies described in **Section 6.2**, and only if Grantee fails or refuses to satisfy such remedies, will City seek to enforce any other remedy.

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**ARTICLE 7  
NOTICES AND OTHER COMMUNICATIONS**

**7.1. Requirements.** Except as otherwise expressly provided in this Agreement, any notice, consent, request, or approval given under or pursuant to this Agreement shall be effective only if in writing and given by: (a) delivery in person; (b) by sending it first-class or certified mail with a return receipt requested and postage prepaid; or, (c) via reliable commercial overnight courier with a return receipt requested. All such written communications must be addressed as set forth below, or sent to such other address(es) as either City or Grantee may designate as its new address(es) for such purposes by notice given to the other party in accordance with the provisions of this Section at least ten (10) days before the effective date of such a change. For convenience of the parties, copies of notices may also be given by e-mail to the addresses set forth herein or such other e-mail addresses as may be provided from time to time.

CITY AND SFPUC:

To: San Francisco Public Utilities Commission  
Attn: Green Infrastructure Grant Program  
525 Golden Gate Ave, 11<sup>th</sup> Floor  
San Francisco, CA 94102  
E-mail: [gigrants@sfgwater.org](mailto:gigrants@sfgwater.org)

and: San Francisco City Attorney's Office  
Attn: Public Utilities Commission Team  
1390 Market Street, Suite 418  
San Francisco, CA 94102  
E-mail: [Francesca.Gessner@sfcityatty.org](mailto:Francesca.Gessner@sfcityatty.org)

**GRANTEE:**

**To:**

**7.2. Effective Date.** A properly addressed notice, consent, request, or approval transmitted by one of the methods set forth in Section 7.1 shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first.

**ARTICLE 8**

**8.1. Insurance.**

(a) Without in any way limiting Grantee's liability pursuant to Section 8.2 of this Agreement, Grantee, or Grantee's Contractor, shall maintain, or cause to be

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maintained, during the full Term of this Agreement, *i.e.*, until the Grantee receives a Project Completion Letter from the SFPUC, the following types of insurance in the following amounts:

(i) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 for each accident, injury, or illness; and

(ii) Commercial General Liability Insurance with limits not less than \$1,000,000 for each occurrence and \$2,000,000 general in the aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(iii) Professional liability insurance for negligent acts, errors, or omissions 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) for each claim.

(b) The General Liability Insurance policy shall:

(i) Name as Additional Insured the City, its Officers, Agents, and Employees.

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

(c) All policies shall be endorsed to provide thirty (30) days advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason.

(d) Should any of the required insurance be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the Term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that should occurrences during the Term of this Agreement give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

(e) Should any required insurance lapse during the Term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, as provided in Section 6.2(b), the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(f) At the time it submits an executed Agreement to the City, Grantee shall furnish to City certificates of insurance and evidence of additional insured status with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are reasonably satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease the Grantee's liability hereunder.

**8.2. Indemnification.** Grantee shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all

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claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Grantee or Grantee's Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including, but not limited to, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or, (v) losses arising from Grantee or Grantee's Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Grantee or Grantee's Contractor's performance of this Agreement, including, but not limited to, Grantee or Grantee's Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not the result of a contribution to or by any act of, or by any omission to perform some duty imposed by law or agreement on Grantee or Grantee's Contractor, its subcontractors or either's agent(s) or employee(s). The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's out-of-pocket costs of investigating any claims against the City.

In addition to Grantee's obligation to indemnify City, Grantee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Grantee by City and continues at all times thereafter.

Grantee shall indemnify, defend and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Grantee or Grantee's Contractor's Services.

**8.3. Incidental and Consequential Damages.** Losses covered under Section 8.2 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Parties may have under applicable law with respect to such damages.

**8.4. Limitation on Liability of City.** SFPUC's payment obligations under this Agreement shall be limited to the Grant Funds. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or SFPUC's performance or nonperformance of its obligations under this Agreement.

**8.5. Prohibition on Political Activity with City Funds.** In accordance with S.F. Administrative Code Chapter 12.G, no funds appropriated by the City for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence

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any political campaign for a candidate or for a ballot measure. The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference.

**8.6. Successors; No Third-Party Beneficiaries.** 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 Section 8.2, any 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. 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 Section 8.2, any Indemnified Parties) any legal or equitable right, remedy or claim under or with respect to this Agreement or any covenants, conditions or provisions contained herein.

**8.7. Project Proponent 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 work, or any of the activities contemplated by this Agreement. Nothing herein shall be construed to limit the ability of Grantee to appeal any taxes or to pay any taxes under protest.

**8.8. Consents, Approvals, Elections, and Options.** Whenever this Agreement requires or permits the giving by City or SFPUC of any consent or approval, or the making or exercise by City or SFPUC of any election, discretion or option, the General Manager of SFPUC or his or her designee, shall be authorized to provide such consent or approval, or make or exercise such election, discretion, or option, except as otherwise provided by applicable law, including City's Charter. No consent, approval, election or option shall be effective unless given in writing.

**8.9. Sunshine Ordinance.** Grantee 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 (RFPs) 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 such 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 that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**8.10. Nondiscrimination Requirements.**

**(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 subcontractor, applicant for employment with such grantee or subcontractor, 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

January 14, 2020

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) San Francisco Administrative Code Chapter 12B.**

**8.11. 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](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/](http://mission.sfgov.org/hrc_certification/)

If Grantee is unable to utilize a 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, etc.). 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 8.11**, 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.

**8.12. 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.

**8.13. Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written communications. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern.

**8.14. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall comprise one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

January 14, 2020

**CITY:**

**GRANTEE:**

**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

By: \_\_\_\_\_  
**HARLAN L. KELLY, JR.**  
General Manager  
San Francisco Public Utilities Commission

By: \_\_\_\_\_  
[NAME]

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Francesca Gessner  
Deputy City Attorney

January 14, 2020

**APPENDIX A**  
**Grant Application**

**APPENDIX B**  
*Green Infrastructure Grant Program Rules*

**APPENDIX C**  
*Declaration of Deed Restrictions*

**APPENDIX D**  
*Funding Disbursement Procedures*



January 14, 2020

RECORDING REQUESTED BY:  
City and County of San  
Francisco  
WHEN RECORDED  
RETURN TO:

San Francisco Public Utilities  
Commission Water Enterprise  
525 Golden Gate  
Avenue  
San Francisco, CA  
94102  
Attn: Green Infrastructure Grant Program  
APN (Block/Lot No.)

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

**DECLARATION OF DEED RESTRICTIONS**

**[Property Address]**

This Declaration of Deed Restrictions ("Declaration") is entered into this **DATE** by and between the City and County of San Francisco (the "City"), acting by and through its Public Utilities Commission (the "SFPUC") and **NAME OF GRANTEE** (the "Grantee"), the owner of certain real property at **STREET ADDRESS** (the "Property"), described in the Legal Description (Exhibit A to this Declaration), on which the Grantee intends to design and install a stormwater control and treatment project that will reduce runoff into the City's sewer system (the "Project").

**RECITALS**

- A. [RECITAL FOR COMMISSION APPROVAL OF GRANT PROGRAM]
- B. The SFPUC is awarding a grant (the "Grant") to Grantee for the purpose of funding the design and installation of the Project. The Grant is evidenced by, among other documents, an agreement between the SFPUC and Grantee dated as of <<**INSERT EFFECTIVE DATE OF GRANT AGREEMENT**>>, as it may be amended from time to time ("Grant Agreement"). The Grant Agreement is incorporated by reference in this Declaration as though fully set forth herein. Definitions and rules of interpretation set forth in the Grant Agreement apply to this Declaration.
- C. Pursuant to the Grant Agreement, and for good and valuable consideration of the Grant Funds received, Grantee 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 installed.

## DEED RESTRICTION AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby covenants and agrees as follows:

1. Grantee shall operate and maintain the Project as outlined in the Green Infrastructure Grant Program Rules, attached hereto as Exhibit B, and the Grant Agreement for a period of twenty (20) years. This obligation shall commence on the Effective Date, as defined in Section 3.1 of the Grant Agreement, and end twenty (20) years after the Project Completion Date, as defined in Section 1.1 of the Grant Agreement, at 11:59 p.m. Pacific Standard Time. Grantee may take the Project out of service for brief periods necessary to conduct repairs or replacements.
2. This Declaration constitutes a covenant running with the land pursuant to California Civil Code Section 1460 et seq. and shall be binding on the Grantee, and their respective heirs, successors and assigns. Any reference to the Grantee in this Declaration and the Grant Agreement shall include successor owners of all or any part of the Property and all rights and obligations of the Grantee shall accrue to and be imposed upon any and all successor owners of the Property.

Without limiting the foregoing, the Grantee further agrees that whenever the Property is sold, conveyed or otherwise transferred to a person or entity (each, a "Transferee"), Grantee shall: (a) notify the Transferee of this Deed Restriction Agreement, and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Deed Restriction Agreement and the Grant Agreement, and any modifications to the Grant Agreement, and any other material correspondence between City and the Grantee; and, (b) 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.

In the event that the Grantee wishes to release any portion of the Property from the terms of this Deed Restriction Agreement, in connection with a subdivision or otherwise, then Grantee shall notify the SFPUC of the proposed release and related transaction, including such terms as are necessary to ensure that the Grantee's obligations under this Deed Restriction Agreement 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 his or her designee, and shall be recorded against the portion of the Property that is released.

3. In the event that the Grantee fails to comply with its operation and maintenance obligations, as specified in Section 1 of this Deed Restriction Agreement, to the SFPUC's satisfaction, the SFPUC, at its sole option, may exercise any rights available at law or in equity, by statute, or otherwise including, but not limited to, the remedies available to the SFPUC specifically identified in the Grant Agreement upon an Event of Default. Grantee shall pay the City's costs in connection with the City's enforcement of the terms of this Deed Restriction Agreement, including, without limitation, the City's attorney's fees and costs.
4. Neither this Declaration nor this Deed Restriction Agreement shall be amended, except by written agreement signed by Grantee and the SFPUC and recorded against the Property in the official records of the City's Office of the Assessor-Recorder.

January 14, 2020

The person signing below represents that she/he has the right to make this Declaration, executed as of the date first written above

**GRANTEE:**

---

Signature:

Printed Name:

Title:

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

January 14, 2020

**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:

January 14, 2020

**EXHIBIT B**  
(Green Infrastructure Grant Program Rules)

January 14, 2020

**Appendix D--Form of Funding Request**

**FUNDING REQUEST – PAYMENT # <<NUMBER 1-4>>**

<<DATE>>

<<INSERT NAME OF GRANTEE>>  
<<INSERT ADDRESS OF GRANTEE>>  
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 are set forth in Appendix B Grant Program Rules.
- (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

January 14, 2020

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

Grantee:

By:

Print Name:

Title:

Date:

January 14, 2020

**SCHEDULE 1 TO REQUEST FOR FUNDING (For Invoices Only)**

The following is an itemized list of paid invoices for which previous Grant Funds were spent:

<b>Payee</b>	<b>Amount</b>	<b>Description</b>
--------------	---------------	--------------------

The following are attached as part of this Schedule 1:

- (1) paid invoices for each item of eligible expense for which previous Grant Funds were spent;
- (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).



## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 18-0189

WHEREAS, Green infrastructure protects and enhances the function of the City and County of San Francisco's combined sewer system by reducing the volume and rate of stormwater run-off into the system; and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has a multi-faceted program to maximize the detention and retention of stormwater, including through green infrastructure; and

WHEREAS, The SFPUC has determined that a Green Infrastructure Grant Program targeting properties in San Francisco containing large impervious surfaces will deliver cost-effective stormwater management performance for SFPUC's collection system; and

WHEREAS, The SFPUC has developed eligibility criteria for the Grant Program set forth in the attached Grant Program Guidelines, including a minimum project size of 0.5 acres of impervious surface in order to ensure that projects receiving grant funding will provide significant stormwater performance; and

WHEREAS, The Grant Program Guidelines also require that grant-funded projects must manage the first 0.75 inches in rainfall depth over the drainage area, consistent with SFPUC capital projects; and

WHEREAS, The SFPUC has allocated \$3,000,000 in Sewer System Improvement Program (SSIP) funding for the Fiscal Year ending June 30, 2019, and \$5,000,000 in SSIP funding for the Fiscal Year ending June 30, 2020 to launch the Green Infrastructure Grant Program; and

WHEREAS, This action does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4) because the proposed Green Infrastructure Program creates a government funding mechanism which does not involve commitment to any specific project which may result in a physical change in the environment. Under the Green Infrastructure Grant Program Guidelines, approval of grant applications will be contingent on the proposed project's compliance with all applicable local, State, and federal permit requirements. Funds for construction will not be issued until the project has undergone environmental review in compliance with the California Environmental Quality Act (CEQA) and San Francisco Administrative Code Chapter 31; and

WHEREAS, The SFPUC has conducted stakeholder outreach to owners of parcels containing large impervious area and has found enthusiastic potential grant applicants interested in delivering these stormwater management benefits; now, therefore, be it

RESOLVED, The Commission hereby approves the attached Green Infrastructure Grant Program Guidelines, including the eligibility criteria set forth therein; and be it

FURTHER RESOLVED, The Commission delegates to the General Manager the authority to negotiate, award, and execute grant agreements, in substantially the same form as on file with the Commission Secretary, with a term of 20 years and a maximum grant amount of \$765,000 per impervious acre managed for up to a maximum grant amount of \$2,000,000 each, with grantees who meet the eligibility requirements under the Grant Program Guidelines, and recommends that the Board of Supervisors adopt an ordinance delegating its authority under Charter Section 9.118 to the SFPUC General Manager to execute such grant agreements for a term in excess of 10 years; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to enter into any amendments or modifications to the grant agreements that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City, do not materially decrease the City's rights or materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes and intent of the grant agreements or this resolution, and are in compliance with all applicable laws, including the City Charter.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 13, 2018.*



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*Secretary, Public Utilities Commission*

# Green Infrastructure Grant Program

## Program Guidelines

(October 2018)



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) is designed to encourage San Francisco property owners to design, build, and maintain performance-based green stormwater infrastructure (Green Infrastructure or GI) projects, including but not limited to: permeable pavement, bioretention, rainwater harvesting, and rain gardens, and vegetated roofs. The goal of this program is to reduce the amount of stormwater runoff entering SFPUC's sewer system, thereby improving system performance.

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

The SFPUC will determine the dollar amount of each grant award by the amount of impervious acreage the proposed project can manage using green infrastructure (*i.e.*, the amount of impervious surface that drains stormwater runoff during storms to green infrastructure, or "impervious acres managed"). Individual grant awards are capped at a *maximum* of \$765,000 per impervious acre managed, up to a maximum of \$2,000,000 per grant.

The SFPUC will accept applications and award grants on a first come, first serve rolling basis. Grant applications will be reviewed in the order in which they are received, and will be awarded based on whether the applicant satisfies all of the eligibility criteria set forth in Step 1 below, subject to availability of funds and all City budgetary requirements.

Applicants that have been awarded grant funds (Grantees) will be required to enter into a 20-year Stormwater Management Agreement with the SFPUC. The Stormwater Management Agreement requires the Grantee/property owner to maintain the project for the 20-year term and authorizes the SFPUC to periodically inspect the project.

The purpose of the Grant Program is to fund stormwater retrofits (meaning, construction of GI projects on existing properties). Parcels undergoing new development and redevelopment that trigger<sup>1</sup> the [Stormwater Management Ordinance](#), San Francisco Public Works Code, Article 4.2, *et seq.*, are not eligible for grant funds. Participation in this grant program does not prohibit participation in other SFPUC programs.

The following resources are available on the SFPUC website to help support the development of a successful grant application:

- [Stormwater Management Requirements and Design Guidelines](#)
- [BMP Fact Sheets](#)
- [Green Infrastructure Typical Details and Specifications](#)

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



- [Vegetation Palette for Bioretention BMPs](#)
- [Green Infrastructure Construction Guidebook](#)
- [Green Infrastructure Maintenance Guidebook](#)
- [SFPUC Rainwater Harvesting Manual](#)

For additional information or assistance, please contact the SFPUC Grant Administrator at: [XXXXXXXXXX@sflower.org](mailto:XXXXXXXXXX@sflower.org) or call 415-XXX-XXXX.

## I. Eligibility Criteria

### Eligibility Criteria

Prior to applying to the Green Infrastructure Grant Program, you must determine whether your project is eligible for the Grant Program. Projects that meet all of the following six criteria are eligible for funding under the Grant Program:

1. **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.
2. **Project Location:** The proposed project site must connect to a SFPUC-owned and operated sewer system service area. The project may be located in either the combined sewer system area or municipal separate storm sewer system area.
3. **Performance:** The project's proposed Green Infrastructure features must capture the 90<sup>th</sup> percentile 24-hour storm, equivalent to 0.75-inch depth. The 90<sup>th</sup> 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, an identified grant or project manager, and a licensed engineer or landscape architect registered in the State of California. The engineer or landscape architect that designed your project must be identified in the Project Application Form. Your proposed project team must collectively demonstrate a history of successful project implementation and have previous experience designing, constructing, and/or maintaining green infrastructure.
5. **Concept Design:** You must submit a conceptual design plan drawing approximately equivalent to a 10% level of design. As you are developing your concept design, use the Stormwater Performance Calculator in the application to demonstrate that your design meets the minimum performance criteria.

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
  - 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
  - Stormwater management practices (BMPs)
    - Facility type and sizing information, e.g., footprint (sf), depth, volume
    - Corresponding drainage management area 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 and connections to existing conveyance systems or sewers) 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.

**6. At Least Two Co-Benefit Opportunities:** Applicants are required to demonstrate that the proposed project will have at least two (2) of the identified co-benefits listed below. GI projects provide a variety of co-benefit opportunities in addition to reducing the amount of stormwater runoff that enters the SFPUC's sewer system. The co-benefits of your project will depend on your priorities and your project design. Evaluating how your project can achieve some of the co-benefits listed below is an important step in the application process.

Co-Benefit	Definition
Location within or serving Environmental Justice Area or Disadvantaged Community	<p>The SFPUC is committed to the goals of environmental justice to lessen disproportionate environmental impacts on communities in all SFPUC service areas and to ensure that public benefits are shared across all communities. To help address social and environmental issues, the SFPUC has adopted <a href="#">Environmental Justice</a> and <a href="#">Community Benefits</a> policies.</p> <p>To qualify for this co-benefit, projects must meet one of the following criteria:</p> <ol style="list-style-type: none"> <li>1. Projects that are located within an Environmental Justice Area (EJ) or Disadvantaged Community (DC) in San Francisco qualify for this co-benefit. To determine if your project falls in</li> </ol>



	<p>one of these areas, please refer to the following map: <a href="#">link to map</a></p> <p>2. Alternatively, facilities that serve Disadvantaged Communities or Environmental Justice Areas qualify for this co-benefit. Project sites not within a specified EJ or DC must:</p> <ul style="list-style-type: none"> <li>• Provide free or reduced lunch to greater than 50% of students/attendees.</li> <li>• Provide meaningful access to and engagement with the project to an organization that serves a specified community within an EJ or DC area.</li> </ul>
Public Access Opportunities	<p>Green infrastructure projects that are open to the public promote awareness of and education about the importance of stormwater management in San Francisco. They also provide community gathering spaces and support neighborhood beautification.</p> <p>To select this co-benefit as one of the two required for grant fund eligibility, the project site must be in a publicly accessible space. If a project site is only open to the public during specific times of the day (e.g., after school programs, etc.) it must be open for a minimum of 2 hours per day.</p>
Groundwater Recharge	<p>Groundwater recharge may be attained through the planned infiltration of stormwater in the Westside Groundwater Basin.</p> <p>To select this co-benefit as one of the two required for grant fund eligibility, the project must be located above the Westside Groundwater Basin (<a href="#">link to map</a>) and manage at least 0.25 acres of impervious surface with an infiltration-based BMP.</p>
Non-Potable Water Reuse	<p>Rainwater and stormwater can be collected, treated, and used to satisfy non-potable water demands. For example, a rainwater harvesting system can provide treated non-potable water for landscape irrigation and/or toilet flushing at your site.</p> <p>To select this co-benefit as one of the two required for grant fund eligibility, the project must design and implement an onsite non-potable water reuse system with a storage capacity of at least 6,000 gallons.</p>
Education and/or Curriculum Opportunities	<p>Projects that provide detailed educational signage and/or opportunities to integrate curriculum will qualify for this co-benefit. Integrated curriculum could include lesson plans that incorporate learning related to specific project elements, detailed signage that explains how Green Infrastructure works to reduce stormwater runoff into the sewer system, etc.</p> <p>To qualify for this co-benefit, projects must incorporate educational signage or curriculum relating to the function of green infrastructure assets and their impact on broader watershed and sewer systems.</p>
Job Training Opportunities	<p>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</p>

	<p>workforce development opportunities for residents of San Francisco.</p> <p>To select this co-benefit as one of the two required for grant fund eligibility, projects must agree to serve as a training site for trainees learning about the design, construction, maintenance or monitoring of green infrastructure. To achieve this, the site must be open and accessible to trainees and their instructors for a minimum of 16 hours per year (during business hours).</p>
<p>Increase Biodiversity/Native Habitat</p>	<p>San Francisco has adopted citywide biodiversity goals to restore and maintain diverse native habitats in the city. Projects that prioritize creating habitat can qualify for this co-benefit. Biodiversity and wildlife habitat can be prioritized through the project's landscape planting plan and integrated into the design through features such as native pollinator gardens.</p> <p>To select this co-benefit as one of the two required for grant fund eligibility, projects must identify one (1) or more native species that the project is designed for, provide a plant palette selected to attract that species, and provides at least 500 square feet of vegetation using the proposed plant palette.</p>

## II. Application Process

### Step 1: Schedule a Pre-Application Meeting

Before submitting your application, the grant or project manager must schedule a pre-application meeting. The purpose of the pre-application meeting is to ensure that your project meets all of the minimum requirements before you submit an application and to discuss your project's proposed stormwater management concepts. We highly suggest that you download and review the grant application as well as the Stormwater Management Agreement prior to attending a pre-application meeting to help ensure that all of your questions can be answered!

To schedule a pre-application meeting, please contact the SFPUC Grant Program Administrator at [xxxxx@sfgwater.org](mailto:xxxxx@sfgwater.org).

*Who should attend the pre-application meeting?*

The grant project manager and lead designer(s) should attend the pre-application meeting.

*What should I bring to the pre-application meeting?*

Please bring the following items to the pre-application meeting:

Essential:

1. Confirmation that your property meets the minimum eligibility criteria
2. Visual or written summary of site stormwater opportunities (e.g., any previous soil data available, existing topography, existing vegetated areas) and constraints (e.g., known utilities, steep slopes, setbacks)
3. Photos of the site
4. Any questions you have for the SFPUC

Highly recommended:

5. Draft concept design



6. Draft project narrative
7. Draft project budget
8. Draft stormwater performance calculator
9. Draft co-benefits form
10. Draft project schedule

## Step 2: Complete Your Application

Once you have completed a pre-application meeting, you are ready to complete the grant application. The application is an Excel workbook available for download at [\(link\)](#). The workbook includes six (6) required forms that you must complete and print out (see the table below for sections of the application) in order to apply. All forms must be completed. The SFPUC will return incomplete applications to the applicant.

Application Template	Description
Project Application Form	This is where you provide general information about your proposed project including the location, proposed project team, and the total amount of funds that you are requesting. You must provide a project narrative that briefly describes the proposed project. This form also includes a checklist of the deliverables that you must include with your application.
Project Budget Template	The budget template is where you will describe how you propose to spend the grant funds. The budget template is divided into construction costs and non-construction costs. Your budget should be consistent with your proposed conceptual design and include contingencies that are consistent with a 10% level of design. These contingency multipliers can be reduced if your design is farther along than 10% but should not be increased without approval from the SFPUC Grant Program Administrator.
Stormwater Performance Calculator	<p>The stormwater performance calculator determines the performance of the proposed BMP(s) based on their size and the impervious area draining to them. This allows you to demonstrate that your concept design meets the minimum stormwater performance requirement of capturing the 90<sup>th</sup> 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.</p> <p>You must also input the predominant hydraulic soil group (HSG) type at your site, which the SFPUC uses to determine the performance of infiltrating facilities. If you do not know the soil type at your site, you can view the soil map within the calculator and select the appropriate type based on your project location.</p> <p>You must enter the stormwater service type for your site as either combined sewer system (CSS) or municipal separated storm sewer system (MS4). You can view a map of MS4 areas <a href="#">here</a>.</p> <p>To use the stormwater performance calculator you should divide your proposed project site by BMP type and account for the</p>



	<p>impervious area draining to each type.</p> <p>The stormwater performance calculator will not show the performance output of your project until the data entered shows that you are using approved GI practices, managing at least 0.5 acres of impervious area, and capturing the 90<sup>th</sup> percentile storm from the proposed drainage areas.</p> <p>If you are having challenges completing the stormwater performance calculator, please contact the SFPUC Grant Program Administrator at <a href="mailto:xxxxx@sfgwater.org">xxxxx@sfgwater.org</a> for assistance.</p>
Co-benefits Form	<p>This form is for you to describe the co-benefits provided by your project. You must provide a description of how your project will deliver at least two (2) co-benefits from the identified list.</p> <p>Please describe how your project will provide co-benefits using specific, measurable, and achievable design goals.</p>
Project Schedule Template	<p>This template is where you will outline your proposed project schedule for major milestones. Your schedule should assume that SFPUC will take a maximum of 30-days to review each design deliverable.</p> <p>The schedule must propose starting construction of the project within 2 years after execution of the Stormwater Management Agreement.</p>
Maintenance Template	<p>This template is where you will outline the proposed maintenance activities for the proposed green infrastructure facilities. Please refer to the <a href="#">SFPUC BMP Fact Sheets</a> for recommended maintenance activities and frequencies for the proposed BMP types in your project.</p> <p>If you are proposing to use proprietary BMPs, you should refer to the manufacturer for typical inspection and maintenance activities or prepared maintenance guides.</p>

As part of your application, you must also submit the following two (2) attachments:

Application Attachments	Description
Grant Team Experience Narrative	The narrative should describe your project team's previous experience with delivering projects of similar scale and complexity, as specified in the Eligibility Criteria.
Conceptual Design	You must submit a conceptual design plan drawing with the elements outlined in the Eligibility Criteria.

Complete applications for the Green Infrastructure Grant Program must be sent via e-mail to [xxxxxxx@sfgwater.org](mailto:xxxxxxx@sfgwater.org). You will receive a confirmation e-mail with the date and time of your

application. If you do not receive a confirmation e-mail within 5 business days, please e-mail the SFPUC Grant Administrator at [XXXXXXXXXX@sfgwater.org](mailto:XXXXXXXXXX@sfgwater.org) or call 415-XXX-XXXX.

For questions about the Grant Program or if you require assistance in completing the application, please e-mail the SFPUC Grant Administrator at [XXXXXXXXXX@sfgwater.org](mailto:XXXXXXXXXX@sfgwater.org) or call 415-XXX-XXXX.

**Access our Technical Assistance Program to help!**

Feeling overwhelmed? Our technical support team is available to help you work through your project concepts, co-benefits, and application process. Please reach out to our Technical Assistance Program at [xxxx@sfgwater.org](mailto:xxxx@sfgwater.org).

### III. Important Information

#### Eligible and Ineligible Costs

**Eligible Costs:** Grant funds can be used to cover all project costs related to the 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 20% of the grant amount (or 25% of the direct construction cost) may be used for non-construction activities.

Eligible Costs	Ineligible Costs
<ul style="list-style-type: none"> <li>• Construction elements of Green Infrastructure BMPs (surface and subsurface):               <ul style="list-style-type: none"> <li>- Soil</li> <li>- Plants</li> <li>- Concrete</li> <li>- Excavation</li> <li>- Grading</li> <li>- Underdrains</li> <li>- Irrigation</li> </ul> </li> <li>• Educational signage relating to stormwater</li> <li>• Replacement in-kind, if applicable</li> <li>• Regrading of surfaces draining to BMPs</li> <li>• Impervious surface removal</li> <li>• Non-construction activities (up to 25% of direct construction cost):               <ul style="list-style-type: none"> <li>- Project management</li> <li>- Planning</li> <li>- Design</li> <li>- Geotechnical investigations</li> <li>- Structural investigations</li> <li>- Engineering surveys</li> <li>- Construction management</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• On-going maintenance (including any contractor maintenance period)</li> <li>• Non-green infrastructure components, including by not limited to:               <ul style="list-style-type: none"> <li>- Decorative items</li> <li>- Benches</li> <li>- Play equipment</li> <li>- Lighting</li> <li>- Public Amenities</li> </ul> </li> <li>• Monitoring or research</li> <li>• Land costs</li> </ul>



**Approved Green Stormwater Infrastructure Best Management Practices (BMPs):** There are a variety of green stormwater infrastructure best management practices (or stormwater BMPs) that can help



you meet your stormwater targets. The type of stormwater BMP that is best for your project will depend on many factors, including available space, drainage area, soil type, and land use.

The stormwater BMPs you select for your project must be located and sized appropriately to capture runoff from the impervious areas on your site. Use the Stormwater Performance Calculator instructions in Step 6 below to determine minimum BMP sizing based on your project's impervious drainage areas. The following examples show some common stormwater BMPs.

**Approved Green Stormwater Infrastructure BMPs:**

BMP	Example
<p><b>Bioretention/ Rain Garden:</b>  <i>Stormwater facilities that rely on vegetation and specially engineered soils to capture, infiltrate, transpire, and remove pollutants from runoff.</i></p>	<p><i>Downspout flowing into bioretention (1 Henry Adams, San Francisco)</i></p> 
	<p><i>Streetscape bioretention (Newcomb Ave, San Francisco)</i></p> 

**Permeable Pavement:**  
*Any porous load-bearing surface that temporarily stores rainwater prior to infiltration or drainage to a controlled outlet.*

*Permeable pavers in plaza (1 Henry Adams, San Francisco)*



*Pervious concrete in parking lot (Presidio, San Francisco)*



**Infiltration Trench/Gallery:**  
*An unvegetated, rock-filled trench that receives surface stormwater runoff and allows it to infiltrate.*

*Downspout flowing into infiltration trench (RL Stevenson Elementary, San Francisco)*





**Vegetated Roof:**  
*Roofs that are entirely or mostly covered with vegetation and soil.*

*Vegetated roof (Ortega Library, San Francisco)*



**Rainwater Harvesting:**  
*Cisterns that collect roof runoff and provide water for indoor or outdoor use.*

*Rainwater cistern (Van Ness Ave, San Francisco)*



## Grant Disbursement

Grant funds will be provided to the Grantee in three (3) disbursements:

- The SFPUC will disburse project non-construction costs upon the execution of the Grant Agreement and the Grantee's submission of all required funding documentation to the SFPUC (20% of total grant award).
- The SFPUC will disburse funding for construction upon the SFPUC's approval of 100% completed design and the Grantee's recording of the Declaration of Deed Restrictions (70% of total grant award).
- The SFPUC will disburse the final retention payment upon the SFPUC's final approval of the constructed project and the Grantee's submission of the Final Grant Report (10% of total grant award).

In order to receive any of the three (3) grant disbursements, the Grantee (or their designated subcontractor) must submit the following to the SFPUC:

- A completed W-9 IRS tax form from the designated payee.
- Insurance documentation described 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](http://www.sfgsa.org).



## 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 in 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. The Grantee's insurance policy shall name 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 as additional insureds.

The Stormwater Management Agreement contains additional 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 the California Environmental Quality Act (CEQA) and San Francisco Administrative Code Chapter 31.

For information regarding permits required to construct green stormwater infrastructure, please see our [Green Infrastructure Permit Process Guidebook](#).

# IV. Application Evaluation and Award

## How Your Application is Evaluated

The SFPUC will determine whether the project meets all minimum eligibility requirements. Projects that do not meet the eligibility requirements will not receive grant funding.

## Issue Reservation Letter

Upon selection of an application, the SFPUC will issue the Grantee a Reservation Letter confirming the amount of grant funds reserved for the project. A Reservation Letter is provisional and subject to execution of the Stormwater Management Agreement and the Grantee's submission to the SFPUC of the documentation required for funding disbursements.

Specifically, the Grantee has three (3) months from the date of the Reservation Letter to execute the Stormwater Management Agreement, submit a W-9 tax form, provide a valid copy of insurance documentation, 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 grant such a request for an extension. In order to be effective, any extension of a grant reservation by the SFPUC must be made in writing.



## Sign the Stormwater Management Agreement

The Stormwater Management Agreement has a term of twenty (20) years. The grant agreement will require the property owner to maintain the stormwater management function of the project for twenty years, which is considered the typical useful life of these assets.

In addition, property owners must record against the selected property a Declaration of Deed Restrictions notifying subsequent property owners of the obligation to maintain the project.

Templates for the Stormwater Management Agreement and the Declaration of Deed Restrictions can be found at [www.XXXXXX](http://www.XXXXXX).

## V. Implementation

### Design the Project

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% DD, 50% CD, 90% CD 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.

### Find a Contractor/Bid the Project

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 requirements.

A list of contractors that completed SFPUC [green infrastructure training](#) is available on the SFPUC website. This resource list serves as an optional reference point for Grantees to identify experienced contractors and obtain bids for potential grant-funded projects on their private properties. Grantees may contact any contractor directly to discuss their properties, make appointments, and request references. Grantees are NOT required to work with a contractor on this list to participate in the Grant Program. Grantees may collaborate with their existing contractors. SFPUC does not endorse or otherwise recommend these particular contractors.

### Construct the Project

During construction the SFPUC reserves the right to enter the construction site and inspect the project at any time. The Grantee will be responsible for alerting the Grant Program Administrator of critical construction activities related to the installation of the stormwater management features.

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 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.

A Grantee may request to have the SFPUC amend its agreement to increase its Grant Award by up to an additional 10% of the amount of the original Grant Award to pay for unexpected costs that may

arise during bid or construction of the project. The SFPUC would approve or deny requests for such contingency funding at its sole discretion, and any such requests would be subject to the availability of funding.

### Submit the 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*

### Ongoing Maintenance

The Grantee will be responsible for all operations and maintenance of the project for the entirety of the 20-year grant term. The Grantee will be responsible for submitting annual maintenance reports to the SFPUC for the entire duration of the project.

### Inspection

The SFPUC has the right to inspect the project at any time throughout the term of the Stormwater Management Agreement. 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.

### Removal of Declaration of Deed Restrictions (Year 20)

Upon satisfaction of the obligation to operate and maintain the Project for twenty (20) years after the Project Completion Date, as defined in the 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.



# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor  inquiries"
- 5. City Attorney Request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Subject:

The text is listed:

Signature of Sponsoring Supervisor:

For Clerk's Use Only