

GRANT AGREEMENT

Between

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

and

SALESFORCE.COM, INC.

THIS GRANT AGREEMENT (this “**Agreement**”), dated for reference purposes as of May 1, 2017, is made by and between salesforce.com, inc, a Delaware corporation and the City and County of San Francisco, a municipal corporation (“**City**”), acting by and through the Public Utilities Commission (“**SFPUC**”).

RECITALS

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

A. Grantee is a tenant at the property commonly known as 415 Mission Street, San Francisco, California (the “**Property**”); and

B. Grantee has submitted to the SFPUC Application Documents seeking a *Grant Assistance for Large Alternate Water Source Projects* for the purpose of partially funding the purchase and installation of onsite non-potable water systems that will reduce potable water use on the Property; and

C. The City desires to provide such a grant on the terms and conditions set forth herein:

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) “**General Manager**” shall mean the General Manager of the San Francisco Public Utilities Commission, or his or her delegate.
- (b) “**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 respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by the SFPUC.

- (c) **“Budget”** shall mean either the budget included in the Application Documents, to the extent expressly approved by the SFPUC, consisting of Grant Funds contributed by the SFPUC and Grantee's contribution of funding, if any.
- (d) **“City”** shall mean the City and County of San Francisco.
- (e) **“Controller”** shall mean the Controller of the SFPUC and City and County of San Francisco.
- (f) **“Effective Date”** is defined in **Section 3.1**.
- (g) **“Eligible Expenses”** shall mean those costs described under “Budget Items Eligible for Funding” in the Grant Guidelines and Terms.
- (h) **“Event of Default”** shall mean the failure of the Grantee to perform any portion of the *Grant Assistance for Large Alternate Water Source Projects, Grant Guidelines and Terms*.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“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.
- (k) **“Grantee”** shall mean salesforce.com, inc., *i.e.*, the Property tenant who is receiving Grant Funds for such San Francisco real property and who meets requirements listed in the Grant Guidelines and Terms, and successor Transferees as described in **Section 4.6**.
- (l) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee by the SFPUC under this Agreement.
- (m) **“Grant Guidelines and Terms”** shall mean the document published by SFPUC entitled *Grant Assistance for Large Alternate Water Source Projects, Grant Guidelines and Terms*, a copy of which is attached to this Agreement as **Exhibit A**.
- (n) **“Lease”** shall mean the Office Lease dated April 10, 2014, between Transbay Tower LLC, a Delaware limited liability company, as Landlord, and salesforce.com, inc., a Delaware corporation, as Tenant, as it may be amended from time to time, for certain office space in the 61-story office building on the Property.
- (o) **“Non-potable Water Ordinance”** means Article 12C of the San Francisco Health Code, requiring that new buildings of 250,000 square feet or more of gross floor area be constructed, operated, and maintained using available alternate water sources for toilet and urinal flushing and irrigation. The Ordinance also details the approval and permitting process for the use of alternate water sources for nonpotable applications.
- (p) **“Operating Year”** means each consecutive 12-month period during the Term as described in this paragraph. The first Operating Year shall

commence on the day that the System is placed in operation (“**Operating Commencement Date**”) and shall end on the day before the one-year anniversary of the Operating Commencement Date. A new Operating Year shall commence on each successive anniversary of the Operating Commencement Date; however the final Operating Year shall end on the date the Term expires or terminates, whether or not consisting of twelve (12) full months.

- (q) “**Project**” shall mean the design, installation, operation, maintenance and repair of an on-site non-potable water system at Property, or other activities described in the approved Grant Application documents.
- (r) “**Property**” is defined in **Recital B** above.
- (s) “**Request for Partial Reimbursement**” shall have the meaning set forth in **Section 5.3**.
- (t) “**System**” means the on-site non-potable water system to be designed, installed, operated and maintained at the Property pursuant to this Agreement.
- (u) “**Term**” is defined in **Section 3.2**.
- (v) “**Transferee**” is defined in **Section 4.6**.

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 until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of 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 Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies 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 Nonappropriation 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”) and Department of Building Inspection (“DBI”). 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, City Planning, and DBI, 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 to the availability of funds as set forth in **Section 2.2**, and SFPUC has notified Grantee thereof in writing.

3.2. Expiration; Term. The Term of this Agreement shall commence on the Effective Date and shall expire when Grantee has (i) operated the System at the Property for at least eight (8) full years, (ii) achieved a cumulative offset of at least ten (10) million gallons of potable water, and (iii) submitted at least eight (8) annual status reports (one per Operating Year) to SFPUC (as further described in **Section 4.5**), documenting that the Project consistently meets the

Grant's eligibility requirements set forth in the Grant Guidelines and Terms, for eight (8) years, unless terminated earlier in accordance with the provisions herein.

ARTICLE 4
IMPLEMENTATION OF APPROVED
ON-SITE NON-POTABLE WATER SYSTEM PROJECT

4.1. Required Lease Provisions. As a condition to receiving the Grant Funds, Grantee shall provide evidence reasonably satisfactory to City that Grantee is authorized under the Lease to implement the Project, including operating and maintaining the System at the Property in good condition and working order, for a period not less than the Term of this Agreement. Grantee shall not amend or otherwise modify the Lease (or allow any Transferee to amend or otherwise modify the Lease) so as to terminate the Lease or affect the design, scope, operation, maintenance, repair or replacement of the System prior to the expiration of the Term of this Agreement, without SFPUC's prior written consent.

4.2. Implementation of Approved Onsite Non-potable Water System (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 Grant Guidelines and Terms. 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, site inspection, or monitoring activities conducted or authorized by the SFPUC.

4.3. Grantee is an Independent Contractor. Grantee is solely responsible for the work to design and install the Project, including selection of any designer(s), manufacturer(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 Division, or any court, arbitrator or administrative authority determine that Grantee is an employee 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.

4.4. 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, the 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 Onsite Non-potable Water Systems; Reports.

(a) **Operation and Maintenance.** Grantee, by virtue of accepting Grant Funds, agrees to keep the System in good operating condition and working order, and to operate and maintain the Project as outlined in the San Francisco Department of Public Health Director's Rules and Regulations Regarding the Operation of Alternate Water Source Systems and by the

manufacturer, and for its intended purpose. Except for brief periods necessary for repairs or replacements, Grantee shall operate the System without interruption for eight (8) consecutive years.

(b) **Reports.** Within thirty (30) days after the end of each Operating Year, as defined in **Section 1.1**, Grantee will deliver to City the annual report required by the Grant Guidelines and Terms. Such report shall set forth the number of gallons of potable water offset during the Operating Year just elapsed and each prior Operating Year during the Term, and such other information and back-up documentation as may be requested by SFPUC.

In addition, in the event that Grantee, a successor tenant, and/or the Property owner or Property manager causes or allows the System to be disconnected or materially modified, or if the Lease is altered to modify the rights or obligations of Grantee to operate, maintain or repair the System, Grantee shall promptly report that fact to City.

4.6. Transfer of Lease. Grantee agrees whenever the Lease is assigned, conveyed or otherwise transferred, in whole or in part, to a person or entity (each, a "Transferee"), Grantee shall (i) notify the Transferee of this Agreement, (ii) provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Agreement and any other material correspondence between the City and the Grantee with respect thereto, (iii) assign this Agreement to the Transferee and require the Transferee to assume in writing the obligations of Grantee under this Agreement, and (iv) deliver to City a copy of the fully executed assignment and assumption agreement. From and after any such assignment of the Lease, the originally named Grantee (i.e., salesforce.com, inc.) and any Transferee(s) shall be and remain jointly and severally liable for the performance of all obligations of "Grantee" under this Agreement.

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 monitor from time to time the administration by Grantee or any of its contractors of any work, including maintenance and repair work, to ensure that Grantee is performing such elements of the Project, or causing such element 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 such monitoring.

4.8. Grantee's Board of Directors.

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

**ARTICLE 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 **\$250,000**. A Grant awarded under this Agreement is intended to partially defray the costs of undertaking the Project, in the amount awarded in the Grant. The Grant is not intended to reimburse the Grantee for the total cost of the Project, and the Grantee shall be responsible for providing any other necessary funds to complete the Project.

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

5.3. Request for Partial Reimbursement. Based on the Budget submitted to the SFPUC as outlined in the Grant Application, the Grantee shall submit a **Request for Partial Reimbursement** for Eligible Expenses up to the amount of Grant Funds specified in the Funding Approval Letter. The Disbursement schedule is as follows:

- SFPUC shall disburse 40% of the total grant upon approval of a Non-potable Engineering Report for the Project. Approval letter from the San Francisco Department of Public Health (“SFDPH”) required.
- SFPUC shall disburse 50% of the total grant upon (a) completion of construction of the system and (b) receipt of a construction certification letter in accordance with the Non-potable Water Ordinance.
- SFPUC shall disburse the remaining 10% of the total grant after the Final Permit to Operate has been issued by SFDPH and the project achieves the water savings estimated in the grant application and complies with ordinance requirements.

The Grantee shall provide supporting documentation as outlined in the *Grant Guidelines and Terms*.

5.4. Reimbursement Requests. All payment requests submitted to the SFPUC shall be accompanied by all necessary supporting documentation, in accordance with the Grant Guidelines and Terms. Any reimbursement request that is submitted and not approved shall be returned by the SFPUC to Grantee with a brief reasonably detailed statement of the reason for the SFPUC’s rejection of such reimbursement request. If any such rejection relates only to a portion of Eligible Expenses itemized in such reimbursement request, the SFPUC shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such reimbursement request unless and until Grantee submits a reimbursement 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. Any overpayment of SFPUC Grant Funds must be reimbursed to the SFPUC within thirty (30) days of the expiration of the term of this Agreement.

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. If Grantee fails to perform any portion of the Project in accordance with the terms of this Agreement, SFPUC may do any of the following, individually or in combination:

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

(c) **Return of Grant Funds.** The SFPUC may demand the immediate return of all previously disbursed Grant Funds. The SFPUC may demand the return of less than 100% of the Grant Funds if SFPUC determines, at its sole discretion, that a lesser amount will fully compensate City for Grantee's default, taking into consideration all relevant factors, including but not limited to the extent to which Grantee actually met the offset 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.

6.2. 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 6.1**, and only if Grantee fails or refuses to satisfy such remedies, will City seek to enforce any other remedy.

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 delivering such notice, consent, request, or approval in person or by sending it first-class or certified mail with a return receipt requested or via reliable commercial overnight courier, return receipt requested, with postage prepaid, addressed as set forth below, or to such other address(es) as either City or Grantee may designate as its new address(es) for such purpose 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 change.

CITY AND SFPUC:

To: San Francisco Public Utilities Commission
Attn: Non-Potable Grant Assistance Program
525 Golden Gate Ave., 10th Floor
San Francisco, CA 94102
Email: nonpotable@sfgwater.org

and: San Francisco City Attorney's Office
Attn: Public Utilities Team
1390 Market Street, 7th Floor
San Francisco, CA 94102
Email: john.s.rodgy@sfgov.org

GRANTEE:

To: salesforce.com, inc.
50 Fremont St., 3rd Fl.
San Francisco, CA 94114
Email: pflynn@salesforce.com

and: salesforce.com, inc.
50 Fremont St., 3rd Fl.
San Francisco, CA 94114
Attn: General Counsel
Email: mkovaleski@salesforce.com

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. Any fax numbers or email addresses provided are for convenience of communication and neither party may give an official or binding notice, consent, request, or approval by facsimile. The effective time of a notice, consent, request, or approval shall not be affected by the receipt, prior to receipt of the original, of a fax or email copy of the notice, consent, request, or approval.

ARTICLE 8

8.1. Insurance.

(a) Without in any way limiting Grantee's liability pursuant to the "Indemnification" section of this Agreement, Grantee, or Grantee's contractor, shall maintain, or cause to be maintained, until the Grantee received a Project Completion Letter from the SFPUC.

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

(ii) Commercial General Liability Insurance with limits not less than \$1,000,000 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 omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

(b) The General Liability Insurance policy must include:

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

(ii) 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 insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Grantee shall provide at least thirty (30) days' advance written notice to City of cancellation of any required policy for any reason, or nonrenewal or reduction in coverage, which notice shall be transmitted in accordance with the Article 7.

(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 contract term give rise to claims made after expiration 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, 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 and 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-, VII 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. Failure to maintain insurance shall constitute a material breach of this Agreement. Approval of the insurance by City shall not relieve or decrease the Grantee's liability hereunder.

(g) **Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

(h) **Insurance for Contractors and Evidence of this Insurance.** If Grantee will use any independent contractor(s) to perform any portion of the Project under this Agreement, Grantee shall ensure that the contractor(s) shall provide all necessary insurance and shall require that the City and County of San Francisco, its officers, agents, and employees and Grantee be listed as additional insureds.

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 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 contributed to 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 or employee. 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 attorneys' 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 party 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 payment. 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 and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure. 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 in respect of 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. 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.


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

8.11. 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.


CITY:

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

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

GRANTEE:

SALESFORCE.COM, INC.,
a Delaware corporation

By: 
Linda Chuan
Sr. Director – Global Strategic Sourcing
5/4/17

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney


By: 
Carolyn Johnson Stein
Deputy City Attorney

EXHIBIT A

Grant Guidelines and Terms
[See attached]

Grant Assistance for Alternate Water Source Projects Grant Guidelines and Terms



San Francisco
**Water
Power
Sewer**

Services of the San Francisco Public Utilities Commission

Grant Assistance Overview

The SFPUC's Grant Assistance for Alternate Water Source Projects (Grant Assistance) is a program designed to encourage retail water users to implement the onsite treatment and use of non-potable water including but not limited to rainwater, stormwater, graywater, foundation drainage, and blackwater. The goal is to maximize the use of non-potable water for toilet flushing, irrigation, and other non-potable uses. Non-potable water projects that meet the following criteria are eligible for grant funding:

- 1) projects that replace at least 1,250,000 gallons of potable water per year for 8 years; *or*
- 2) projects that replace at least 3,750,000 gallons of potable water per year for 8 years.

Grants will be awarded to those applicants who demonstrate they will significantly and permanently reduce or offset the use of existing drinking water supplies for non-potable applications.

Types of activities considered for funding include the installation of harvesting or collection systems for onsite sources, treatment systems to improve the water quality of onsite sources for beneficial reuse, and/or storage of the treated water. The SFPUC anticipates funding multiple projects. The deadline for submitting grant applications will be provided on the SFPUC's Non-potable Water Program web page (www.sfwater.org/np) during each solicitation phase. Provision of grant funding is based on the eligibility of the proposed activity and availability of funds. Each application will be reviewed and evaluated on a case-by-case basis. Grant funding is available on a first come, first serve basis.

Grant Assistance will support customer efforts to implement sustainable water use practices in San Francisco. In addition to advancing water supply reliability, this grant assistance will support the SFPUC's Phased Water System Improvement Program Variant (WSIP) goals adopted by Resolution No. 08-200 on October 30, 2008. The WSIP included a goal of developing an additional 10 million gallons per day (mgd) of locally available water resources.

Grant Assistance will not be provided to projects that are undertaken to comply with a City Ordinance.

Definitions

Terms used in this grant application package have the meanings described below:

Alternate Water Source – Non-potable source of water that includes graywater, rainwater, stormwater, foundation drainage, and blackwater. The level of treatment and quality of the alternate water source shall be approved by the City's Department of Public Health and comply with all applicable federal, state, and local regulations.

Applicant – property owner or property tenant that is a retail water customer of the SFPUC, and is seeking grant funds from the SFPUC for an alternate water source project, pursuant to the instructions and guidelines set forth in this application package.

Award – the decision by the SFPUC to provide grant funds, following the review and evaluation of a completed application. An award is made through a Grant agreement.

Grant Assistance for Alternate Water Source Projects

Blackwater – wastewater containing bodily or other biological wastes, as from toilets, dishwashers, kitchen sinks and utility sinks. Because of plumbing configurations, blackwater leaving a building generally includes graywater.

Building-scale Project – the construction or alteration of any multi-family residential or non-residential building of 100,000 square feet or more that includes the onsite treatment of alternate water sources for non-potable applications.

District-scale Project: a group of two or more parcels that treat and share alternate water sources for non-potable applications.

Foundation Drainage – nuisance groundwater that is dewatered to maintain a building's structural integrity and would otherwise be discharged to the City's sewer system. Sump water is not the same as nonpotable groundwater which requires a production well and is already regulated by the SFPUC and San Francisco Department of Public Health (SFPUC).

Grant Agreement (Agreement) – a written contract between the SFPUC and the recipient of grant funds, which includes the obligations and conditions governing the use of grant funds.

Grantee – property owner or property tenant that is a retail water customer of the SFPUC to whom a grant is awarded.

Graywater – wastewater from bathtubs, showers, bathroom sinks, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

Irrigation - water application on land to assist in the growing of landscaping or crops or to maintain vegetation on recreation areas, such as parks and golf courses.

Non-potable Water – water that may be beneficially used but does not meet the federal and state standards for use as drinking water.

Non-potable Water Ordinance – a San Francisco ordinance (Article 12C of the San Francisco Health Code) requiring that new buildings of 250,000 square feet or more of gross floor area be constructed, operated, and maintained using available alternate water sources for toilet and urinal flushing and irrigation. The Ordinance also details the approval and permitting process for the use of alternate water sources for non-potable applications.

Operating Year – each consecutive 12-month period during the 8-year term. The first Operating Year commences on the day that the non-potable water reuse system is placed in operation ("Operating Commencement Date") and ends on the day before the one-year anniversary of the Operating Commencement Date. A new Operating Year will commence on each successive anniversary of the Operating Commencement Date; however the final Operating Year will end on the date the 8-year term expires or terminates, whether or not consisting of 12 full months.

Potable Offset –potable water saved through the use of an appropriate alternative water source.

Potable Water – Water that meets state and federal drinking water standards.

Rainwater – Precipitation collected from roof surfaces or other manmade, aboveground collection surfaces.

Recycled Water – Non-potable water that meets California Department of Public Health statewide uniform criteria for disinfected tertiary recycled water. Recycled water is also known as "reclaimed water".

Recycled Water Ordinance – a San Francisco ordinance (Article 22 of the San Francisco Public Works Code) that requires new construction or major alteration activities over 40,000 square feet install dual plumbing if the activity is located in the recycled water use areas.

Reservation Letter – A written notice of the reservation of grant funds.

Grant Assistance for Alternate Water Source Projects

Retail Customer/User – Any institutional, industrial, residential, or commercial customer who receives a water bill directly from the SFPUC for their own water use, and not for resale.

Stormwater – Precipitation collected from at-grade or below grade surfaces.

Stormwater Management Ordinance – a San Francisco ordinance (Section 146, Article 4.2 of the San Francisco Public Works Code) that requires all construction activities that would disturb more than 5,000 square feet of ground surface must capture, and possibly treat, a portion of the stormwater generated onsite.

I. Grant Guidelines

Eligible Applicants

Grant funds are available to any institutional, residential, commercial, or district-scale Retail Customer which receives a water bill directly from the SFPUC for their own water use, and not for resale (Retail Customer).

Proposed activities must meet all of the criteria set forth below to qualify for Grant Assistance. Activities that do not meet one of more of the criteria listed below will be deemed ineligible.

Grant funds are not available for projects undertaken to comply with a City Ordinance.

Grant Application Requirements

Eligibility Criteria

- The proposed alternate water source system must be permanent and be operated for a minimum of 8 years.
- The proposed activity is by a retail water service customer of the SFPUC as part of the construction or alteration of any institutional, residential, or commercial building.
- The Applicant cannot propose use of grant funds for dual-distribution if the project is located within a Recycled Water Use Area.
- The Applicant cannot propose use of grant funds for rainwater harvesting implemented to comply with the Stormwater Management Ordinance.
- The Applicant cannot propose use of grant funds for the mandatory installation of an onsite water reuse system to comply with the requirements of the Non-potable Water Ordinance.
- The Applicant must comply with the requirements of the San Francisco Non-potable Water Ordinance, all applicable rules and regulations required by the Department of Public Health, or other applicable rules and regulations.
- Project must meet all applicable local, state, and federal laws, regulations and ordinance, including the California Environmental Quality Act (CEQA) and San Francisco Administrative Code Chapter 31 as applicable.
- The Applicant must provide a complete application package, including a project description, water budget, schedule, itemized cost documentation, and IRS W-9 form.
- Project must be completed within 4 years of the grant agreement signature date and must offset SFPUC potable water use within 6 months after the issuance of the SFDPH Start-Up Permit.
- Grantees must submit at least 8 annual status reports to SFPUC (one per Operating Year), documenting that the project consistently meets the eligibility criteria, for 8 years.
- If the system does not meet these criteria for a minimum of 8 years, the SFPUC may demand immediate return of all previously disbursed Grant Funds.

Projects must meet one of the following Eligibility Criteria

- The project is a new site that is voluntarily installing a non-potable water reuse system; or
- The project is an existing site that is voluntarily installing a non-potable water reuse system; or
- The project is a site that is voluntarily connecting to a district-scale non-potable water reuse system.

Grant Assistance for Alternate Water Source Projects

Additional Eligibility Criteria for \$250,000 Grant

- The proposed activity is estimated to replace at least 1,250,000 gallons per year of the project's potable water use for 8 years.

Additional Eligibility Criteria for \$500,000 Grant

- The total proposed activity is estimated to replace at least 3,750,000 gallons per year of the project's potable water use for 8 years.

Documentation Requirements

- The Applicant must provide a complete application including a project description, schedule, water use calculations and other supporting documentation to be considered for grant funding.
- The Applicant must calculate the project's estimated water savings using the method provided in the grant application.
- The Grantee must reference funding and support from the SFPUC in all public outreach materials and signage related to the project. The SFPUC will work with grantee to procure signage.

Additional Documentation Requirements for District-scale Non-potable Water Projects

- The Applicant must provide information on the permanent water sharing legal agreements between property owners.
- The Applicant must provide documentation that each party is a willing and responsible participant in the district non-potable water use as is included in the Non-potable Water Engineering Report, as applicable.

Grant Terms and Process

Step 1 – Grant Application

- The Applicant submits a completed application, including any required CEQA compliance documentation and permits and other supplemental documentation such as the project work plan, schedule, budget, and water savings calculations.
- If the Applicant's project is selected for funding, the SFPUC will send a Reservation Letter confirming the amount of funds reserved for the next 6 months, and identifying for the Applicant any additional documentation that must be submitted to receive award and payment.
- A Reservation Letter is a provisional reservation, made on a case-by-case basis and subject to availability of funds, and does not guarantee that award will be made. The application must include a signed W-9 tax form.

Step 2 – Project Design and Construction

- The Applicant will then complete design and construction of the non-potable water system meeting the following criteria:
 - Approval of a Non-potable Water Engineering Report, as applicable, within 6 months of the Grant Application and Agreement Form signature date.
 - Construction completion within 4 years of the reservation letter date.
- Upon completion of the project, the Applicant will complete and mail the Project Completion Form, including an accounting of final system costs; daily and annual potable water savings; a copy of the Final Use Permit to Operate from SFDPH; and a final description of the installed projected.

Step 3 – Grant Agreement

- Grant funds will be provided in 3 disbursements:

Grant Assistance for Alternate Water Source Projects

- Disbursement of 40% of the total grant will be made upon approval of a Non-potable Engineering Report. **Approval letter from SFDPH required, as applicable.**
 - Disbursement of 50% of the total grant will be made upon completion of construction of the system. **Construction certification letter required in accordance with Non-potable Water Ordinance, as applicable.**
 - The final disbursement of the remaining 10% of the total grant will be processed after the Final Permit to Operate has been issued by SFDPH, as applicable, and the project achieves the water savings estimated in the grant application and complies with ordinance requirements. **A copy of the Final Use Permit to Operate from SFDPH and water savings documentation required, as applicable.**
- If the documentation does not prove the water savings estimates outlined in the grant application or fails to comply with any local, state or federal laws or ordinances requirements, the grant funds reserved for the project are subject to termination and previously disbursed funds are subject to potential reimbursement to the SFPUC.

Expiration

A grant reservation for the Grant Assistance Program is valid for 6 months from the reservation letter date. If a reservation expires or the project changes a new application must be submitted. Extensions of the expiration of the grant reservation may be granted at the discretion of the SFPUC and must be obtained in writing. Once a Reservation Letter is issued, the Non-potable Engineering Report must be approved within 6 months, as applicable, to be eligible for potential funding. The Applicant may request an extension of the expiration date in writing thirty days prior to the expiration date. Once a Grant Agreement is executed, the project must be completed within 4 years. The Grantee may request an extension of the Grant Agreement expiration date in writing prior to the end of the 4 years from the date of execution of the Grant Agreement.

The purpose of this Grant Assistance is to encourage and support customers who are taking steps to reduce or offset the use of drinking water supplies. Therefore, in the event that

- 1) the proposed activity or portion of the proposed activity is not completed within 4 years or as otherwise extended by mutual agreement, and
- 2) the project does not offset potable water use within 6 months of receiving a SFDPH Start-Up Permit (subject to SFPUC staff verification),

The Grantee will reimburse the SFPUC any funds that the SFPUC may have advanced. The SFPUC reserves the right to evaluate each activity on a case-by-case basis.

Payment

Along with the request for the first payment, the Grantee 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 of San Francisco Vendor Number. For more information on doing business with the City, please see the San Francisco Office of Contract Administration at www.sfgsa.org; and

In the February following issuance of an incentive payment, the City will forward a 1099-Misc tax form to the designated Grantee.

Grant Assistance for Alternate Water Source Projects

Monitoring and Reporting

Grantees will be required to provide the SFPUC with detailed annual status reports. Site inspections by SFPUC staff will be conducted for any grant-funded activities, including post installation verification of water savings.

The annual status reports must be submitted for 8 years, and they must provide proof that the project consistently meets the Grant's eligibility requirements detailed below. If the annual status reports show that the system does not consistently meet one of these criteria for a minimum of 8 years, the SFPUC may demand immediate return of all previously disbursed Grant Funds.

Eligibility Criteria for \$250,000 Grant	Eligibility Criteria for \$500,000 Grant
The proposed activity is estimated to replace at least 1,250,000 gallons of potable water per year for 8 years.	The proposed activity is estimated to replace at least 3,750,000 gallons of potable water per year for 8 years.

Grant Funding

Funding Requirements

- Funding will be provided based on 1) the evaluation of each application and the water budget documentation, and 2) the availability of funds, as certified by the Controller of the City and County of San Francisco.
- Activities must be completed within 4 years from the execution of a Grant Agreement, unless a written extension has been granted by the SFPUC.
- Only accepted expenses incurred for preparation of the water budget documentation package and ordinance compliance are eligible for reimbursement prior to executing the Grant Agreement.

Budget Items Eligible for Funding

- Direct project costs paid, including, but not limited to materials, supplies, salaries and fringe benefits, and payments on construction contracts.
- Unless otherwise agreed to in writing, no other costs are eligible for reimbursement by the SFPUC.

Budget Items Ineligible for Funding

- Fixtures and landscape materials are not eligible for grant funding.
- Projects that have already received a Start-up Permit from SFDPH are not eligible for grant funding.
- Projects that received a certificate of occupancy from SFDBI before January 1, 2014 are not eligible for grant funding.

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

Grant Assistance for Alternate Water Source Projects

Grantee through a W-9 IRS tax form, which must be completed and returned before a grant payment 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 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.

Permits

All activities must comply with applicable local, state, and federal permit requirements. A grant will not be awarded until a building permit is issued and the activity has completed compliance with the California Environmental Quality Act (CEQA) and San Francisco Administrative Code Chapter 31 (e.g. categorical exemption, negative declaration, mitigated negative declaration or EIR). An SFPUC inspection of installed systems does not constitute a building inspection by DBI or the local authority with jurisdiction to issue permits to operate the system.

II. Grant Evaluation

Projects must meet all of the eligibility criteria under the Grant Application and the Project Documentation steps listed under *Section I. Grant Guidelines*:

- Grant Application - Projects that meet all of the grant application eligibility criteria will be evaluated based on the estimated water savings.
- Water Budget Documentation - Projects will also be evaluated on whether the water savings outlined in the grant application will be achieved through the water budget documentation developed and submitted to the SFPUC. **The water budget must be calculated using the SFPUC Water Use Calculators (Excel based spreadsheet applications).**

III. Grant Application

The Alternate Water Source Assistance Program will be a two-step solicitation, review and selection process for 1) Grant Applications and 2) Water Budget Documentation. Projects that receive final approval from the SFPUC to proceed with their water saving project will enter into a Grant Agreement for grant disbursement and implementation.

The deadline for submitting grant applications will be provided on the SFPUC's Non-potable Water Program web page (www.sfwater.org/np) during each solicitation phase. Applications can be sent by electronic mail to nonpotable@sfwater.org or delivered to:

Grant Assistance for Alternate Water Source Projects

**San Francisco Public Utilities Commission
Water Resources Division
Attn: Large Alternate Water Source Grant Program
525 Golden Gate Ave, 10th Floor
San Francisco, CA 94102**

For questions about the grant assistance program or if you require assistance in completing a grant application, please send electronic mail messages to the SFPUC grant team at nonpotable@sfgwater.org or contact the SFPUC Water Resources Division at (415) 551-4734.

Grant Assistance for Large Alternate Water Source Projects
Grant Application



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Project Information	
Project Name:	Date:
Project Type (check one): <input type="checkbox"/> 1,250,000 gallon potable offset <input type="checkbox"/> 3,750,000 gallon potable offset	
Grant Type (check one): <input type="checkbox"/> New Site (Voluntary Install of Onsite System) <input type="checkbox"/> Existing Site (Voluntary Install of Onsite System) <input type="checkbox"/> Voluntary Connection to District-scale System	
Building Type (check one): <input type="checkbox"/> Commercial (non-residential) <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed Use	
Construction Type (check one): <input type="checkbox"/> New Construction <input type="checkbox"/> Major Alteration <input type="checkbox"/> Re-Plumbing Only	
Site or Building Permit No. (if filed):	
Project Address (location of treatment system):	
Assessor's Block & Lot No./ Parcel APN:	
Onsite Alternate Water Sources Used:	
Non-potable Applications Used:	
Brief Project Description – may provide as separate attachment (for district-scale projects, include a catalogue of all parcels to be served):	

Applicant Information	
Applicant:	
Contact Person:	
Mailing Address:	Zip Code:
Day/Work Phone:	E-Mail Address:

Funding	
Total Grant Funds Requested:	\$
Is your organization or any other entity other than the providing any funds for this project? <input type="checkbox"/> YES <input type="checkbox"/> NO	SFPUC
If yes, how much?	\$
Total Project Cost:	\$

Grant Assistance for Alternate Water Source Projects

Water Use and Savings	
What is the average annual total water use (gallons) for this project?	
What is the estimated annual potable water use offset (gallons)?	
Will the offset of potable water use be achieved within 6 months of receiving a SFDPH Start-Up Permit?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is this project located in a designated recycled water use area?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this site have a dedicated recycled water meter to track recycled water use?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this site be served by the combined sewer system?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Has this project already obtained a plumbing permit from SFDBI?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Has an application been filed to obtain a Permit to Operate from SFDPH?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Required Supplemental Information
--

Please attach a detailed description of the proposed activity, including the following:

- Project Description.** The description of the proposed activity must indicate the type of collection, treatment, and storage to be installed.
- Water Use Calculator.** Complete the SFPU Water Use Calculator to determine the building's/district's annual water use and available onsite alternate water sources.
- Work Plan and Project Schedule.** List specific tasks you will undertake to complete the project. You may use additional sheets as necessary. Next to each activity, identify who will be responsible for carrying out the activity. Estimate the date the activity will be completed (month and year). Attach additional information as needed.
- Project Budget.** If you have more line items than the grid below provides for, use another sheet of paper (or add rows if you are using MS Word). Include a budget corresponding with the work plan tasks and list all staff, vendors, and/or contractors assigned by task. Additionally, include budget items that you are paying for as part of this project.
- Permits/Permission.** List the permits (i.e. building, plumbing, electrical, SFDPH Start-up Permit, CEQA compliance, etc.) that must be secured (along with the approving entity) for the proposed activity. Attach proof of project approval or permission.

Grant Assistance for Alternate Water Source Projects

Type of Approval (Permit) Required

Approving Agency / Approval Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Hold Harmless and Indemnification Agreement

I am authorized to sign on behalf of the applicant and the information enclosed represents the goals, scope, budget and details of the proposed activity, and assure that any funds received as a result of the application will be used only for purposes set forth herein. I certify I have read, understand and agree to the terms and conditions of this grant program. The undersigned expressly agrees that the SFPUC may inspect all qualifying system installations and that the SFPUC does not warrant any system or installation to be free of defects, the quality of the workmanship, or the suitability of the system for the alternate water source. The undersigned further agrees to defend, indemnify and hold harmless the SFPUC, their directors, officers, and employees, against all loss, damage, expense, claims, suits and liability, including attorney's fees resulting from the loss, destruction or damage to property arising out of or in any way connected with the system or installation.

Signature: _____ Date: _____

Name (print): _____

Grant Assistance for Alternate Water Source Projects

Project Work Plan and Schedule			
Task Number and Description	Responsible Person/Group <i>(Note if work will be performed by in-house staff or through a consultant/contractor)</i>	Estimated Start Date	Estimated Completion Date

