

File No. 221027

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 6, 2023

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Memorandum of Agreement 2/17/2016</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amend No. 1 of Memorandum of Agreement 4/1/2018</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amend No. 2 of Memorandum of Agreement 9/30/2018</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amend No. 3 of Memorandum of Agreement 7/1/2019</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amend No. 4 of Memorandum of Agreement 11/16/2020</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amend No. 5 of Memorandum of Agreement 6/30/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Statement on Retroactivity 5/8/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Presentation 5/10/2023</u> |
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Completed by: Brent Jalipa Date December 1, 2023

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Retroactive - San Francisco Bay Area Rapid Transit District - Pit
2 Stop Public Toilet Program - \$250,000]

2

3 **Resolution retroactively authorizing the Department of Public Works to accept and**
4 **expend a grant of up to \$250,000 from the San Francisco Bay Area Rapid Transit**
5 **District for the Pit Stop Public Toilet Program starting July 1, 2021, through June 30,**
6 **2022.**

7

8 WHEREAS, The Department of Public Works (Public Works) launched a public toilet
9 program known as the Pit Stop Program (herein referred to as program) in 2014; and

10 WHEREAS, Public Works and the San Francisco Bay Area Rapid Transit District
11 (BART) would like to partner regarding the program’s operation at the 16th Street Mission,
12 Powell Station, and 24th Street Mission BART stations (herein referred to as stations); and

13 WHEREAS, The stations have no public restrooms available for patrons; and

14 WHEREAS, On February 17, 2016, the City and County of San Francisco, acting by
15 and through Public Works, entered into an agreement with BART for such a partnership and
16 BART’s contribution was \$200,000 towards the program at the stations for the period of
17 February 17, 2016, through February 16, 2017; and

18 WHEREAS, On April 1, 2018, the parties executed the first amendment to the
19 agreement and BART’s contribution was \$50,000 towards the program at the stations for the
20 period of July 1, 2017, through June 30, 2018; and

21 WHEREAS, On September 30, 2018, the parties executed the second amendment to
22 the agreement and BART’s contribution is \$225,000 towards the program at the stations for
23 the period of July 1, 2018, through June 30, 2019; and

24 WHEREAS, On September 27, 2019, the parties executed the third amendment to
25 the agreement and BART’s contribution of \$257,500 towards the program at the stations; and

1 WHEREAS, On November 16, 2020, the parties executed the fourth amendment to the
2 agreement and BART's contribution of \$250,000 towards the program at the stations; and

3 WHEREAS, On June 30, 2021, the parties executed the fifth amendment to the
4 agreement and BART's contribution of \$250,000 towards the program at the stations; and

5 WHEREAS, The agreement between Public Works and BART, the first
6 amendment to the agreement, the second amendment to the agreement, the third
7 amendment to the agreement, and the fourth amendment to the agreement are on file with the
8 Clerk of the Board of Supervisors in Files No. 160595, No. 190168, and No. 210392; and

9 WHEREAS, The BART grant does not require an ASO amendment; and

10 WHEREAS, The BART grant requires \$265,000 in matching funds, which will be
11 funded through Public Works' Operating Budget; and

12 WHEREAS, The grant budget includes provision for indirect costs of \$32,609 (15% of
13 total program direct cost); now, therefore, be it

14 RESOLVED, That the San Francisco Board of Supervisors retroactively authorizes the
15 Director of Public Works or his or her designee to accept and expend a grant of \$250,000
16 from the San Francisco Bay Area Rapid Transit District; and, be it

17 FURTHER RESOLVED, That the Director of Public Works or his or her designee is
18 authorized to execute all documents pertaining to the program with BART.

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Recommended:

/s/ _____

Carla Short

Interim Director of Public Works

Approved: _____ /s/ _____

Mayor

Approved: _____ /s/ _____

Controller

<p>Item 1 File 22-1027 <i>(Continued from May 10, 2023 meeting)</i></p>	<p>Department: Department of Public Works (DPW)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would retroactively authorize the Department of Public Works (Public Works) to accept and expend a grant from the Bay Area Rapid Transit District (BART) for the Pit Stop public toilet program in an amount not to exceed \$250,000, with a required City match of \$265,000, for the period of July 2021 through June 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The City’s Pit Stop program provides public restroom, toilet, and handwashing facilities, as well as needle and dog waste receptacles at 31 locations throughout the City. The restrooms are a mix of semi-permanent JCDecaux public toilet facilities and portable toilets owned by Public Works. Public Works entered into grant agreements with the non-profits Hunters Point Family and CIVIC for the operation and monitoring of the Pit Stop locations. The total cost of the Pit Stop program in FY 2021-22 was approximately \$13.6 million. Since February 2016, BART has provided annual grants to Public Works to operate Pit Stop locations at various BART stations. In July 2021, Public Works and BART executed the fifth amendment to their memorandum of understanding to jointly pay for the Pit Stop bathrooms at 16th and Mission, Powell, and the 24th and Mission BART Stations in FY 2021-22. The proposed resolution approving the grant funds was introduced to the Board of Supervisors in September 2022 but not scheduled until May 2023 because of administrative delays and staff turnover. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The fifth memorandum agreement between Public Works and BART in effect for FY 2021-22 would provide Public Works with \$250,000 to operate three Pit Stop locations and require a match of \$265,000 in City funds. The total cost to operate the three sites is approximately \$596,817, leaving approximately \$346,817 to be paid by the City. Public Works’ contribution for the Pit Stops is funded by the City’s General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

BACKGROUND

The City’s Pit Stop program, which began in July 2014 and is administered by the Department of Public Works (Public Works), provides public restroom and handwashing facilities, as well as needle and dog waste receptacles, at 31 locations throughout the City. The restrooms are a mix of semi-permanent JCDecaux public toilet facilities and portable toilets owned by Public Works.

Public Works entered into grant agreements with the non-profits Hunters Point Family and CIVIC for the operation and monitoring of the Pit Stop locations. CIVIC provides staffing for 15 locations and Hunters Point Family provides staffing for 16 locations. The Pit Stop location monitoring positions are provided as job training, employment, and workforce development opportunities for local residents, especially those who are facing barriers to employment. The total cost of the Pit Stop program in FY 2021-22 was approximately \$13.6 million.

Since February 2016, the Bay Area Rapid Transit District (BART) has provided annual grants to Public Works to operate Pit Stop locations at various BART stations. The grants have been for amounts ranging from \$50,000 to \$257,500, and each required the City to provide matching funds. In July 2021, Public Works and BART executed the fifth amendment to their memorandum of understanding to jointly pay for the Pit Stop bathrooms at 16th and Mission, Powell, and the 24th and Mission BART Stations in FY 2021-22, which was not signed by each agency’s attorneys until March 2022. The proposed resolution approving the grant funds was introduced to the Board of Supervisors in September 2022 but not scheduled until May 2023 because of unspecified “administrative delays and staff turnover.”

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively authorize Public Works to accept and expend a grant from BART for the Pit Stop program in an amount not to exceed \$250,000, with a required City match of \$265,000, for the period of July 2021 through June 2022.

In FY 2021-22, Public Works and Hunters Point Family operated the following Pit Stop locations, which are funded by the proposed grant:

1. Powell BART Station, operated daily, 12 hours per day, from July 2021 through June 2022;
2. 24th Street and Mission Station, operated daily, 12 hours per day, from July 2021 through June 2022; and
3. 16th Street and Mission Station, operated Monday through Friday, eight hours per day, from July 2021 through June 2022.

The Pit Stop at the 16th Street and Mission Station was the first to be funded by BART in 2016, and the additional Pit Stops were added in FY 2018-19. Each Pit Stop is located on City property at the street level. Under the grant, BART reimburses Public Works for a share of the cost of operating the Pit Stops. As of this writing, the Powell Street and 24th Street Pit Stops continue to run 12 hours per day, but the 16th Street and Mission Pit Stop is open 24 hours per day.

Program Performance

The Budget and Legislative Analyst has requested Pit Stop usage data and performance and fiscal monitoring reports for Hunters Point Family, the operator of the three Pit Stops funded by the proposed grant. DPW did not provide usage data or a record of monitoring compliance with the services required in its agreement with Hunters Point Family. It did provide invoices for April 2023, which we reviewed and which indicate that Hunters Point Family is staffing the Pit Stops as required by their agreement with the City.

Hunters Point Family was unable to provide the financial documents necessary for the City to complete its non-profit fiscal monitoring in FY 2021-22 due to turnover in finance staff. DPW is going to provide technical assistance to the organization, though the scope of the assistance is still being determined as of this writing.

FISCAL IMPACT

The fifth memorandum agreement between Public Works and BART in effect for FY 2021-22 would provide Public Works with \$250,000 to operate three Pit Stop locations. It would also require a match of at least \$265,000 in City funds. The total cost to operate the three sites is approximately \$596,817, as shown in Exhibit 1 below.

Exhibit 1: Pit Stop Grant Budget for FY 2021-22

Location	Public Works Contribution	BART Contribution	Total Cost
Powell Station	\$132,477	\$86,957	\$219,433
24 th Street & Mission	145,986	86,957	232,943
16 th Street & Mission	23,118	43,478	66,596
Subtotal	\$301,580	\$217,391	\$518,972
Indirect Costs (15%)	45,237	32,609	77,846
Total	\$346,817	\$250,000	\$596,817

Source: Proposed Grant Budget

The total cost to operate the three locations has decreased from \$834,281 in FY 2020-21 to \$596,817 in FY 2021-22 due to a reduction in service hours at the Powell and 24th Street and Mission Stations. According to Darlene Frohm, Public Works Assistant Deputy Director for Operations, 24-hour service was eliminated due to budgetary constraints.

The fifth memorandum agreement between DPW and BART, which provides for the grant funds, assumed \$515,000 in total costs to operate the three Pit Stop sites, with the City providing 51.46 percent of the funding and BART providing 48.54 percent of the funding. Actual costs were \$596,817, or \$81,817 higher because of employee compensation and cost of doing business

increases. The proposed \$250,000 from BART accounts for 41.89 percent of actual costs in FY 2021-22, less than the share set forth in its agreement with DPW because BART's \$250,000 grant amount is fixed, according to Bruce Robertson, Public Works Deputy Director for Finance and Administration.

Public Works' contribution for the Pit Stops is funded by the City's General Fund.

RECOMMENDATION

Approve the proposed resolution.

<p>Item 6 File 22-1027</p>	<p>Department: Department of Public Works (DPW)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would retroactively authorize the Department of Public Works (Public Works) to accept and expend a grant from the Bay Area Rapid Transit District (BART) for the Pit Stop public toilet program in an amount not to exceed \$250,000, with a required City match of \$265,000, for the period of July 2021 through June 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The City’s Pit Stop program provides public restroom, toilet, and handwashing facilities, as well as needle and dog waste receptacles at 31 locations throughout the City. The restrooms are a mix of semi-permanent JCDecaux public toilet facilities and portable toilets owned by Public Works. Public Works entered into grant agreements with the non-profits Hunters Point Family and CIVIC for the operation and monitoring of the Pit Stop locations. The total cost of the Pit Stop program in FY 2021-22 was approximately \$13.6 million. • Since February 2016, BART has provided annual grants to Public Works to operate Pit Stop locations at various BART stations. In July 2021, Public Works and BART executed the fifth amendment to their memorandum of understanding to jointly pay for the Pit Stop bathrooms at 16th and Mission, Powell, and the 24th and Mission BART Stations in FY 2021-22. The proposed resolution approving the grant funds was introduced to the Board of Supervisors in September 2022 but not scheduled until May 2023 because of administrative delays and staff turnover. • As of the writing of this report, Public Works has not provided Pit Stop usage data and performance and fiscal monitoring reports for Hunters Point Family, the operator of the three Pit Stops funded by the proposed grant. Because the Budget and Legislative Analyst is unable to review this information, approval of the proposed resolution is a policy matter for the Board of Supervisors. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The fifth memorandum agreement between Public Works and BART in effect for FY 2021-22 would provide Public Works with \$250,000 to operate three Pit Stop locations and require a match of \$265,000 in City funds. The total cost to operate the three sites is approximately \$596,817, leaving approximately \$346,817 to be paid by the City. • Public Works’ contribution for the Pit Stops is funded by the City’s General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approval of the proposed resolution is a policy matter for the Board of Supervisors. 	

MANDATE STATEMENT

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BACKGROUND

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Program Performance

The Budget and Legislative Analyst has requested Pit Stop usage data and performance and fiscal monitoring reports for Hunters Point Family, the operator of the three Pit Stops funded by the proposed grant. As of the writing of this report, Public Works staff have not provided this information. Because the Budget and Legislative Analyst is unable to review this information, approval of the proposed resolution is a policy matter for the Board of Supervisors.

FISCAL IMPACT

The fifth memorandum agreement between Public Works and BART in effect for FY 2021-22 would provide Public Works with \$250,000 to operate three Pit Stop locations. It would also require a match of at least \$265,000 in City funds. The total cost to operate the three sites is approximately \$596,817, as shown in Exhibit 1 below.

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Source: Proposed Grant Budget

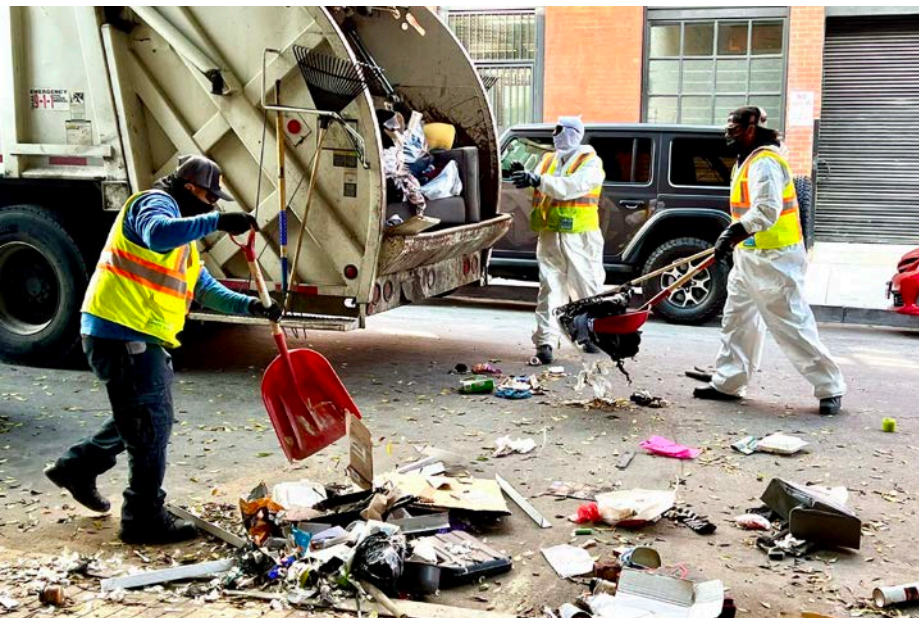
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Public Works' contribution for the Pit Stops is funded by the City's General Fund.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.



SAN FRANCISCO
PIT STOP

toilets and sinks needle disposal dog waste station

Where neighborhood challenges meet civic pride.



Accept & Expend Grant – Pit Stop Program Budget and Finance Committee

Bruce Robertson
Deputy Director for Financial Management and Administration

May 10, 2023

Public Works Pit Stop Program – Request

- Seeking retroactive approval of \$250,000 grant from BART
- Retroactive approval always requested
- Grant funds for locations near BART Stations



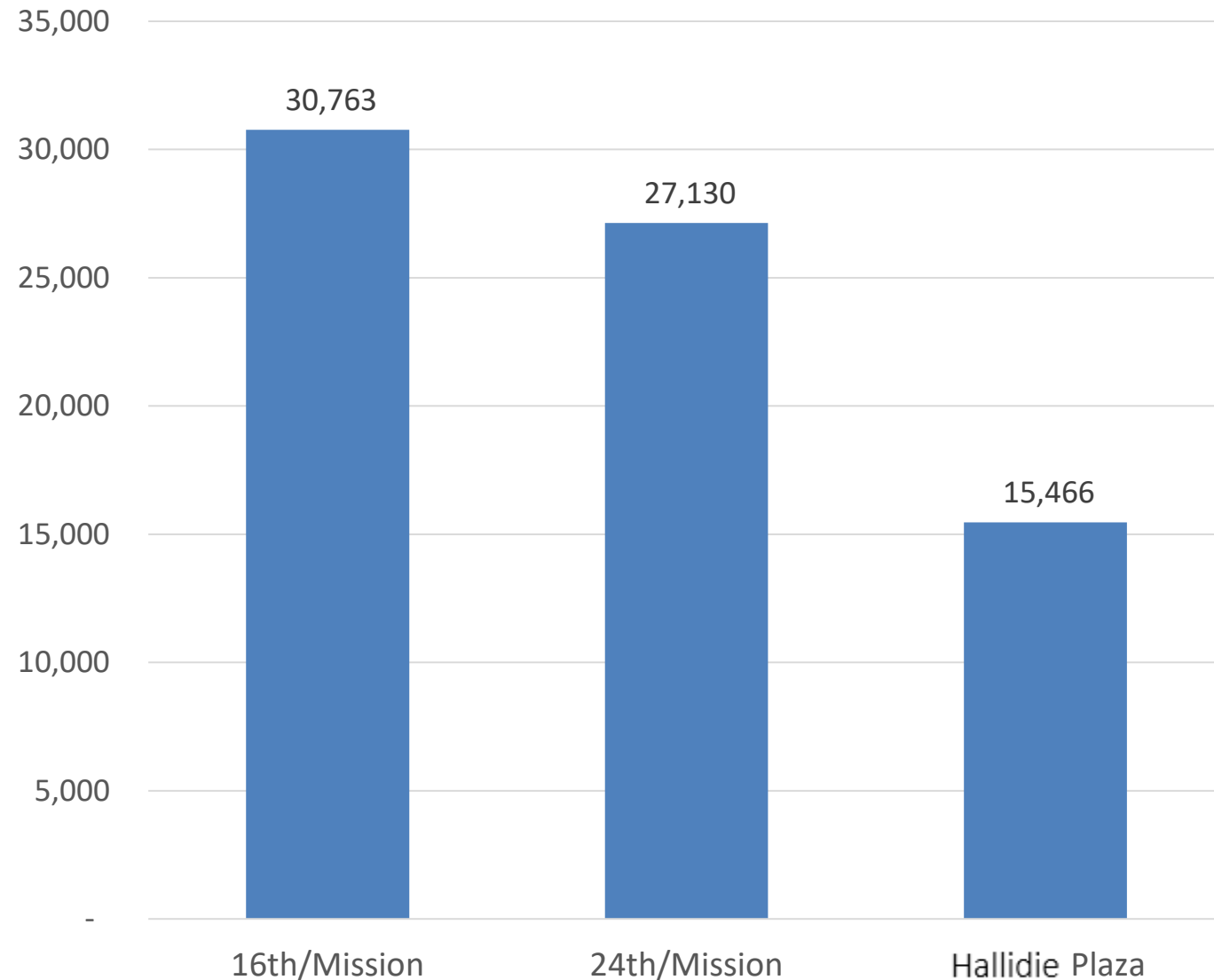
Public Works Pit Stop Program – Overview

- **Started in 2014**
- **31 Locations Staffed Citywide**
 - Mix of JCDecaux and portable toilets
 - Mix of hours, including nine (9) locations open 24 hours
- **BART Grant Funds Monitoring Services**
 - Keep Pit Stop units and surrounding area clean
 - Record total number of uses at each location
 - Work closely with Public Works personnel
 - Interact with and assist members of the public



Public Works Pit Stop Program – Use Data

- Use at the funded locations remains strong
- 501 – Needles collected
- 2,048 – Dog waste bags distributed
- 1,421 – Bags of litter collected
- 11,804 – Assistance to BART passengers



Questions?



File Number: 221027
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: San Francisco Bay Area Rapid Transit District (BART) for Pit Stop Public Toilet Program

2. Department: Public Works

3. Contact Person: Darlene Frohm

Email: Darlene.Frohm@sfdpw.org

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$250,000

6. a. Matching Funds Required: \$265,000

b. Source(s) of matching funds (if applicable): General Fund 10000, Account 538000, department code 207956)

7. a. Grant Source Agency: San Francisco Bay Area Rapid Transit District (BART)

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

Operation of Pit Stop public toilets near three BART stations in San Francisco: the 16th Street Mission Station (on the northeast corner of 16th Street and Mission Street), the Powell BART Station, and 24th Street Mission BART Station.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2021

End-Date: June 30, 2022

10. a. Amount budgeted for contractual services: \$250,000

b. Will contractual services be put out to bid? This service has already been competitively solicited on 7/01/2021.

- c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? As this is a grant agreement for a non-profit entity, 14B requirements do not apply.
- d. Is this likely to be a one-time or ongoing request for contracting out? N/A

11. a. Does the budget include indirect costs?

Yes No

- b. 1. If yes, how much?
Indirect Costs are estimated to be \$32,609
- c. 2. How was the amount calculated?
By applying the indirect cost rate (15%) approved in the executed grant agreement with Civic and Mission Neighborhood Centers.
- d. 3. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

- e. 4. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

Conditions of approval are described in the comments section below:

Comments: Public Works IDC DAC Approval Conditions: Pit Stop toilet trailers must be located proximate to JCDecaux toilet facilities. JCDecaux toilet facilities will satisfy accessibility requirements of the Pit Stop toilet program within a cluster of single user toilet facilities, in accordance with the 2010 ADA Standards for Accessible Design, especially Section 213.2, Exception 3, and the California Building Code, especially Section 11B-213.2, Exception 3. JCDecaux toilets must be open and available to the public during the same or greater hours as the proximate Pit Stop toilet trailers. Signage is required at each Pit Stop toilet trailer that provides directional information to users with disabilities that the nearby JCDecaux toilet provides the accessible facility.

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Kevin W. Jensen

(Name)

Disability Access Coordinator

(Title)

Date Reviewed: August 17, 2022 _____



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Carla Short

(Name)

Interim Director, San Francisco Public Works

(Title)

Date Reviewed: 8/18/2022 | 8:58:17 AM PDT _____

DocuSigned by:


073CF73A4EA6488
(Signature Required)

MEMORANDUM OF AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

for the

PIT STOP PUBLIC TOILET PROGRAM

This Memorandum of Agreement ("Agreement") is entered into as of the 17 day of FEBRUARY, 2016 by and between the San Francisco Bay Area Rapid Transit District ("BART") and the City and County of San Francisco ("City"), acting by and through San Francisco Public Works, referred to collectively as "Parties" or individually as "Party."

RECITALS

WHEREAS,

- A. The 16th Street Mission and Civic Center/United Nations Plaza BART stations have no public restrooms available for patrons.
- B. City, through San Francisco Public Works, launched a public toilet program known as the Pit Stop Program ("Program") in 2014.
- C. By strategically placing Pit Stop public toilets near the 16th Street Mission and Civic Center/UN Plaza stations, BART patrons can use the restroom without infringing on the public facilities other patrons also need to utilize.
- D. BART and San Francisco Public Works would like to partner in regards to the operation of Pit Stop public toilets at the two subject BART stations.

AGREEMENT

Now, therefore, in consideration of the foregoing, the parties agree as follows:

1. **Agreement Purpose.** The purpose of this Agreement is to outline roles and responsibilities of BART and the City with respect to participation in Program activities.
2. **Pit Stop Locations.** Pit Stop public toilets will be located near two BART stations in San Francisco: the 16th Street Mission Station (on the northeast corner of 16th Street and

Mission Street) and the Civic Center/UN Plaza Station (exact location still to be mutually determined). The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

3. **Roles and Responsibilities.** The Parties agree to the following roles and responsibilities.

a. **City:** The City shall:

- i. Contribute toward the Program an amount of \$200,000.
- ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
- iii. Pay for all costs associated with obtaining no parking permits and posting location.
- iv. Conduct outreach associated with placement of the Pit Stop public toilets.
- v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
- vi. Supervise, schedule, and coordinate overall operation of the Program.
- vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.

b. **BART:** Bart shall:

- i. Contribute toward the pilot in an equal amount of \$200,000.
- ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th Street Mission and Civic Center/UN Plaza stations.
- iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

4. **Data collection and sharing:** Staff contracted to operate the Pit Stop public toilets will collect data, such as number of users per day, type of user (e.g. BART user / Non BART user) if possible, amount of needle, dog waste disposal, etc. This data will be shared with both Parties.
5. **Term.** The term of this Agreement shall be until funding for the program is exhausted, unless earlier terminated by either agency. Time extensions shall be by amendment to this Agreement and by mutual agreement between the parties.
6. **Termination.** BART shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause.

BART shall exercise this option by giving the Parties written notice of termination. The notice shall specify the date on which termination shall become effective, which in no event shall be less than 10 days from the date of the notice. If terminated, the Parties shall be entitled to be reimbursed for services properly performed up to the effective date of termination of the Agreement.

7. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail or by e-mail and shall be addressed as follows:

To BART:

Marcia DeVaugn
Deputy General Manager
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, Suite 2300
Oakland CA 94612
Phone: (510) 464-6126
E-mail: mdevaug@bart.gov

To the City:

Larry Stringer
Deputy Director of Operations
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez
San Francisco, CA 94107
Phone: (415) 641-2660
E-mail: larry.stringer@sfdpw.org

Any notice of default must be sent by registered mail or hand-delivered to each Party.

8. **Mutual Indemnification:** City shall defend, indemnify, and hold BART and its officers, directors, employees, and agents harmless from any and all claims, demands, suits, loss, damages, injury, and liabilities, direct or indirect (including reasonable attorney's fees and any and all costs and expenses in connection therewith), related to or as a result of City's performance of this Agreement to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of City, its employees, or subcontractors. City agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees, or any of them, arising out of City services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data

furnished under this Program. BART shall indemnify and defend City and any of its employees performing services for BART from all suits, actions, and legal proceedings against City, resulting from the willful misconduct, recklessness or negligent acts or omissions of BART or of an employee of BART if the employee is acting in the employee's official capacity as an officer of BART. BART agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its directors, officers, agents and employees, or any of them, arising out of BART services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Program.

9. **Insurance:** City will require that any contractor performing Project activities will comply with the City insurance requirements as provided in Exhibit A.
10. **Modification of Agreement.** 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.
11. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
12. **Audit and Inspection of Records.** The Parties agree to maintain and make available to each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreements. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to the examination and audit of the State Auditor, at the request of BART or as part of any audit of BART by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on the date set forth above.

San Francisco Bay Area Rapid Transit District

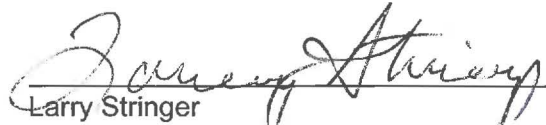
CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Works Department

Approved by:



Marcia deVaughn
Deputy General Manager

Approved by:




Larry Stringer
Deputy Director for Operations

Date: 3/3/16

Date: 2-24-2016


Approved as to Form:



Andrew Houston
Attorney

Approved as to Form:
Dennis J. Herrera, City Attorney

By:



Deputy City Attorney

Date: 3/3/16

Date: _____

EXHIBITS

A. City Insurance Requirements

EXHIBIT -A-

CITY INSURANCE REQUIREMENTS

- Insurance required shall be placed in Company or Companies having policyholders' surplus of at least 10 times the amount or limit of liability afforded by the insurance company.

- Insurance companies shall be legally authorized and licensed through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.

- Insurance coverage with limits not less than:
 - \$1,000,000 Commercial General Liability
 - \$1,000,000 Commercial Auto Liability
 - \$1,000,000 Worker's Compensation Insurance

- Attach all policy endorsements to certificates of insurance (see below). **Physical endorsements required.** Endorsement language stated on the Description of Operations will NOT suffice.

- Additional endorsements required:
 - General Liability:
 - Name as Additional Insured the *City and County of San Francisco, its Officers, Agents and Employees*
 - Automobile Liability:
 - Name as Additional Insured the *City and County of San Francisco, its Officers, Agents and Employees*
 - Worker's Compensation:
 - Waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors

 - All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. **Please include this as an endorsement.**

- Certificate Holder:

City and County of San Francisco
Contract Administration Division
1155 Market Street, 4th Floor
San Francisco, CA 94103

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (this “First Amendment”) is made as of **April 1, 2018**, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit (“BART”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Agency (as hereinafter defined),

RECITALS

WHEREAS, BART and City have entered into the Agreement (as defined below); and

WHEREAS, BART and City desire to modify the Agreement on the terms and conditions set forth herein to amend the Agreement as follows:

NOW, THEREFORE, BART and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Specific Terms. The term “Agreement” shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

First Amendment dated April 1, 2018,

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

- a. Article 2. Pit Stop Locations is hereby deleted in its entirety and replaced with the following:

Pit Stop Locations.

Pit stop public toilets will be located near the 16th St. Mission Station (on the northeast corner of 16th Street and Mission Street in San Francisco). The Pit Stop public toilets are to be located as mutually determined by the Parties on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of fiscal year 2018, Pit Stop location(s) shall consist of the following:

1. 16th St. Mission Station (Portable Pitstop on the northeast corner of 16th Street and Mission Street) only

- b. Article 3. Roles and Responsibilities is hereby deleted in its entirety and replaced with the following:

Roles and Responsibilities

- a. **City:** The City shall:
- i. Contribute toward the Program in the amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th Street and Mission Street).
 - ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
 - iii. Pay for all costs associated with obtaining no parking permits and posting location.
 - iv. Conduct outreach associated with placement of the Pit Stop public toilets.
 - v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
 - vi. Supervise, schedule, and coordinate *overall* operation of the Program.
 - vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be

submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.

b. **BART:** Bart shall:

- i. Contribute toward the Program in the amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th Street and Mission Street).
- ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th St. Mission station.
- iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

*All roles and responsibilities listed above for the City and BART in Article 2(a) and Article 2(b) of this First Amendment apply to Fiscal Year 2018.

3. Effective Date. Each of the modifications set forth herein shall be effective on and after the date of this First Amendment.


4. Legal Effect. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, BART and City have executed this First Amendment as of the date first referenced above.

CITY

BART

Approved by:


Larry Stringer
Deputy Director for Operations
San Francisco Public Works


Robert Powers
Deputy General Manager
San Francisco Bay Area Rapid Transit
District

Date: 4/12/18


Date: 4 APRIL 2018


Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By: 
Yadira Taylor
Deputy City Attorney


Crystal Matson
Attorney

Date: 4/20/18

Date: 4/4/18

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

SECOND AMENDMENT TO THE MEMORANDUM AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

THIS SECOND AMENDMENT OF THE MEMORANDUM (this “Second Amendment”) is made as of September ~~30~~, 2018, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit (“BART”), a rapid transit district, and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Agency (as hereinafter defined),

RECITALS

WHEREAS, BART and City have entered into the Agreement (as defined below); and

WHEREAS, BART and City desire to amend the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, BART and City agree as follows:

1. **Definitions.** The following definitions shall apply to this Second Amendment:

a. **Specific Terms.** The term “Agreement” shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

First Amendment dated April 1, 2018,
Second Amendment dated November 1, 2018,

b. **Other Terms.** Terms used and not defined in this Second Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Article 2. Pit Stop Locations is hereby deleted in its entirety and replaced with the following:

Pit stop public toilets will be located near BART stations in San Francisco: the 16th St. Mission Station (on the northeast corner of 16th Street and Mission Street), Powell St. Station, and 24th St. Mission Station. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of Fiscal Year 2018, Pit Stop location(s) shall consist of the following:

1. 16th St. Mission Station (Portable Pitstop on the northeast corner of 16th St. and Mission St.) only

As of Fiscal Year 2019, Pit Stop locations shall consist of the following:

1. 16th St. Mission Station (Portable Pitstop on northeast corner of 16th St. and Mission St.)
 - a. Schedule – Monday through Friday (11am-6pm)
 - b. Starting – July 1, 2018 through June 30, 2019
2. Powell St. Station (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2018 through June 30, 2019
3. 24th St. Mission Station (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – October 1, 2018 through June 30, 2019

b. Article 3. Roles and Responsibilities is hereby deleted in its entirety and replaced with the following:

a. City: The City shall:

- i. Fiscal Year 18 – Contribute toward the Program an amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th St. and Mission St.).

- ii. Fiscal Year 19 – Contribute toward the Program 50% of actual program costs (which is an estimate of \$225,000 total) for the following locations:
 - a. Powell St. and Market St. (Powell St. Station) – 50% of \$200,000 site estimate
 - b. 16th St. and Capp St. (16th St. Mission Station) – 50% of \$100,000 site estimate
 - c. 24th St. and Mission St. (24th St. Mission Station) – 50% of \$150,000 site estimate
 - iii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
 - iv. Pay for all costs associated with obtaining no parking permits and posting location.
 - v. Conduct outreach associated with placement of the Pit Stop public toilets.
 - vi. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
 - vii. Supervise, schedule, and coordinate *overall* operation of the Program.
 - viii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.
 - ix. Prepare and provide related data pertinent to the Pit Stop locations listed on a monthly basis.
- b. **BART:** Bart shall:
- i. Fiscal Year 18 – Contribute toward the Program an amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th St. and Mission St.).
 - ii. Fiscal Year 19 – Contribute toward the Program 50% of actual program costs (which is an estimate of \$225,000 total) for the following locations:

- a. Powell St. and Market St. (Powell St. Station) – 50% of \$200,000 site estimate
 - b. 16th St. and Capp St. (16th St. Mission Station) – 50% of \$100,000 site estimate
 - c. 24th St. and Mission St. (24th St. Mission Station) – 50% of \$150,000 site estimate
- iii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the Powell St., 16th St. Mission, 24th St. Mission and Civic Center/UN Plaza stations.
 - iv. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

*All roles and responsibilities listed above for the City and BART in Article 3 of this Second Amendment shall apply to Fiscal Year 2018 and Fiscal Year 2019.

3. Effective Date. Each of the modifications set forth herein shall be effective as of the date of this Second Amendment.

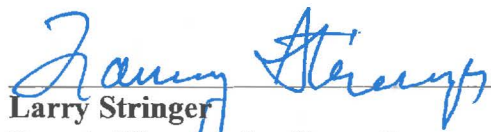
4. Legal Effect. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

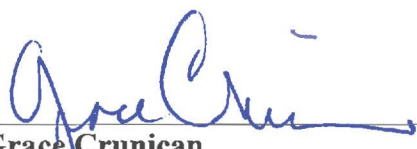
IN WITNESS WHEREOF, BART and City have executed this Second Amendment as of the date first referenced above.

CITY

BART

Approved by:


Larry Stringer
Deputy Director for Operations
San Francisco Public Works


Grace Crunican
General Manager
San Francisco Bay Area Rapid Transit
District

Date: 11/9/18

Date: 11/9/18

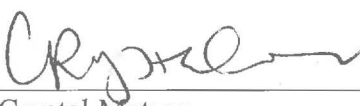
Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By: 
Yadira Taylor
Deputy City Attorney


Crystal Matson
Attorney

Date: n/a

Date: 11/8/18

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

THIRD AMENDMENT TO THE MEMORANDUM AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

THIS THIRD AMENDMENT OF THE MEMORANDUM (this “Third Amendment”) is made as of **September 27, 2019**, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit (“BART”), a rapid transit district, and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Agency (as hereinafter defined).

RECITALS

WHEREAS, BART and City have entered into the Agreement (as defined below); and

WHEREAS, BART and City desire to amend the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, BART and City agree as follows:

1. Definitions. The following definitions shall apply to this Third Amendment:

a. Specific Terms. The term “Agreement” shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

**First Amendment dated April 1, 2018,
Second Amendment dated September 30, 2018,
Third Amendment dated September 27, 2019**

b. Other Terms. Terms used and not defined in this Third Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Article 2. Pit Stop Locations is hereby deleted in its entirety and replaced with the following:

Pit stop public toilets will be located near BART stations in San Francisco: the 16th St. Mission Station (on the northeast corner of 16th Street and Mission Street), Powell Station, and 24th St. Mission Station. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of Fiscal Year 2020, Pit Stop locations shall consist of the following:

1. 16th St. Mission Station (Portable Pitstop on northeast corner of 16th Street and Mission Street)
 - a. Schedule – Monday through Friday (11am-6pm)
 - b. Starting – July 1, 2019 through June 30, 2020
2. Powell Station (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2019 through June 30, 2020
3. 24th and Mission Street (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2019 through June 30, 2020

b. Article 3. Roles and Responsibilities is hereby deleted in its entirety and replaced with the following:

a. City: The City shall:

- i. Fiscal Year 2020 – Contribute toward the Program 50% of actual program operational costs (which is an estimate of \$257,500 total) for the following locations:
 - a. Powell and Market Street (Powell Station) – 50% of \$206,000 site estimate
 - b. 16th Street and Capp Street (16th St. Mission Station) – 50% of \$103,000 site estimate
 - c. 24th and Mission Street (24th St. Mission Station) – 50% of \$206,000 site estimate
- ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
- iii. Pay for all costs associated with obtaining no parking permits and posting location.
- iv. Conduct outreach associated with placement of the Pit Stop public toilets.

- v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
 - vi. Supervise, schedule, and coordinate overall operation of the Program.
 - vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.
 - viii. Prepare and provide related data pertinent to the Pit Stop locations listed on a monthly basis.
- b. **BART:** Bart shall:
- i. Fiscal Year 2020 – Contribute toward the Program 50% of actual program operational costs (which is an estimate of \$257,500 total) for the following locations:
 - a. Powell and Market Street (Powell Station) – 50% of \$206,000 site estimate
 - b. 16th Street and Capp Street (16th St. Mission Station) – 50% of \$103,000 site estimate
 - c. 24th and Mission Street (24th St. Mission Station) – 50% of \$206,000 site estimate
 - ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th St. Mission and Civic Center/UN Plaza stations.
 - iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

*All roles and responsibilities listed above for the City and BART in Article 3 of this Third Amendment shall apply to Fiscal Year 2020.

3. Effective Date. Each of the modifications set forth herein shall be effective as of the date of this Third Amendment.

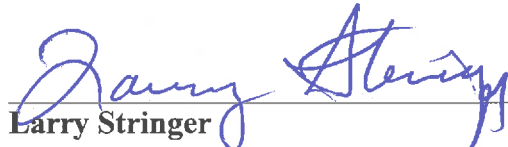
4. Legal Effect. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, BART and City have executed this Third Amendment as of the date first referenced above.

CITY

BART

Approved by:


Larry Stringer
Deputy Director for Operations
San Francisco Public Works


Robert Powers
General Manager
San Francisco Bay Area Rapid Transit
District

Date: 9/23/19

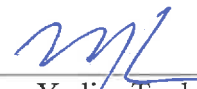
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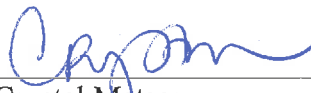
Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By: 
Yadira Taylor
Deputy City Attorney


Crystal Matson
Attorney

Date: 9/27/19

Date: 9/17/19

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

FOURTH AMENDMENT TO THE MEMORANDUM AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

THIS FOURTH AMENDMENT OF THE MEMORANDUM (this “Fourth Amendment”) is made as of **November 16, 2020**, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit (“BART”), a rapid transit district, and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Agency (as hereinafter defined),

RECITALS

WHEREAS, BART and City have entered into the Agreement (as defined below); and

WHEREAS, BART and City desire to amend the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, BART and City agree as follows:

1. Definitions. The following definitions shall apply to this Fourth Amendment:

a. Specific Terms. The term “Agreement” shall mean the Agreement dated February 17, 2016 between BART and City, as amended by the:

First Amendment dated **April 1, 2018**,
Second Amendment dated **September 30, 2018**,
Third Amendment dated **September 27, 2019**
Fourth Amendment dated **November 16, 2020**

b. Other Terms. Terms used and not defined in this Fourth Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Article 2. Pit Stop Locations is hereby deleted in its entirety and replaced with the following:

Pit Stop public toilets will be located near BART stations in San Francisco: the 16th St. Mission Station (on the North side of 16th Street between Capp and Mission Streets), Powell Station, and 24th St. Mission Station. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of Fiscal Year 2021, Pit Stop locations shall consist of the following:

1. 16th St. Mission Station (Portable Pit Stop on the North side of 16th Street between Capp and Mission Streets)
 - a. Schedule – Monday through Friday (11am-6pm)
 - b. Starting – July 1, 2020 through June 30, 2021
2. Powell Station (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2020 through June 30, 2021
3. 24th and Mission Street (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2020 through June 30, 2021

b. Article 3. Roles and Responsibilities is hereby deleted in its entirety and replaced with the following:

a. City: The City shall:

- i. Fiscal Year 2021 – Contribute toward the Program actual program costs totaling at a minimum \$250,000 (amount subject to increase), which is an estimate for the following locations:
 - a. Powell and Market Street (Powell Station)
 - b. 16th Street and Capp Street (16th St. Mission Station)
 - c. 24th and Mission Street (24th St. Mission Station)
- ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
- iii. Pay for all costs associated with obtaining no parking permits and posting location.
- iv. Conduct outreach associated with placement of the Pit Stop public toilets.
- v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
- vi. Supervise, schedule, and coordinate overall operation of the Program.

- vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.
 - viii. Prepare and provide related data pertinent to the Pit Stop locations listed on a monthly basis.
- b. **BART:** Bart shall:
- i. Fiscal Year 2021 – Contribute toward the Program actual program costs of \$250,000 total for the following locations:
 - a. Powell and Market Street (Powell Station)
 - b. 16th Street and Capp Street (16th St. Mission Station)
 - c. 24th and Mission Street (24th St. Mission Station)
 - ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 24th St. Mission, 16th St. Mission and Civic Center/UN Plaza stations.
 - iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.
 - iv. Assist the City with conducting outreach associated with placement of the Pit Stop public toilets.

3. Effective Date. Each of the modifications set forth herein shall be effective as of the date of this Fourth Amendment.

4. Legal Effect. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, BART and City have executed this Fourth Amendment as of the date first referenced above.

CITY

BART

Approved by:

DocuSigned by:
Alaric Degrafinried
8179336C84404A5...
Alaric Degrafinried
Director of Public Works
San Francisco Public Works

DocuSigned by:
Robert Powers
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Robert Powers
General Manager
San Francisco Bay Area Rapid Transit District

Date: 12/13/2020 | 11:53:22 AM PST

Date: 11/17/2020 | 5:23:23 PM CST

Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By: *Yadira Taylor*
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Yadira Taylor
Deputy City Attorney

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Crystal Matson
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Crystal Matson
Attorney

Date: 12/11/2020 | 1:36:24 PM PST

Date: 11/20/2020 | 1:25:28 PM PST

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

FIFTH AMENDMENT TO THE MEMORANDUM AGREEMENT

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

THIS FIFTH AMENDMENT OF THE MEMORANDUM (this "Fifth Amendment") is made as of **June 30, 2021**, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit ("BART"), a rapid transit district, and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Agency (as hereinafter defined),

RECITALS

WHEREAS, BART and City have entered into the Agreement (as defined below); and

WHEREAS, BART and City desire to amend the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, BART and City agree as follows:

1. Definitions. The following definitions shall apply to this Fifth Amendment:

a. Specific Terms. The term "Agreement" shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

**First Amendment dated April 1, 2018,
Second Amendment dated September 30, 2018,
Third Amendment dated July 1, 2019
Fourth Amendment dated November 16, 2020**

b. **Other Terms.** Terms used and not defined in this Fifth Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Article 2. Pit Stop Locations** is hereby deleted in its entirety and replaced with the following:

Pit stop public toilets will be located near BART stations in San Francisco: the 16th St. Mission Station (on the northeast corner of 16th Street and Mission Street), Powell Station, and 24th St. Mission Station. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of Fiscal Year 2022, Pit Stop locations shall consist of the following:

1. 16th St. Mission Station (Portable Pitstop on northeast corner of 16th Street and Mission Street)
 - a. Schedule – Monday through Friday (11am-6pm)
 - b. Starting – July 1, 2021 through June 30, 2022
2. Powell Station (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2021 through June 30, 2022
3. 24th and Mission Street (JC Decaux)
 - a. Schedule – Monday through Sunday (9am – 8pm)
 - b. Starting – July 1, 2021 through June 30, 2022

b. **Article 3. Roles and Responsibilities** is hereby deleted in its entirety and replaced with the following:

a. **City:** The City shall:

- i. Fiscal Year 2022 – Contribute toward the Program 51.46% of actual program costs (which is an estimate of \$265,000 total) for the following locations:
 - a. Powell Street and Market Street (Powell Station) – 51.46% of \$206,000 site estimate
 - b. 16th Street and Capp Street (16th St. Mission Station) – 51.46% of \$103,000 site estimate
 - c. 24th Street and Mission Street (24th St. Mission Station) – 51.46% of \$206,000 site estimate
- ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
- iii. Pay for all costs associated with obtaining no parking permits and posting location.
- iv. Conduct outreach associated with placement of the Pit Stop public toilets.
- v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
- vi. Supervise, schedule, and coordinate overall operation of the Program.

- vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.
 - viii. Prepare and provide related data pertinent to the Pit Stop locations listed on a monthly basis.
- b. **BART:** BART shall:
- i. Fiscal Year 2022 – Contribute toward the Program 48.54% of actual program costs (which is an estimate of \$250,000 total) for the following locations:
 - a. Powell Street and Market Street (Powell Station) – 48.54% of \$206,000 site estimate
 - b. 16th Street and Capp Street (16th St. Mission Station) – 48.54% of \$103,000 site estimate
 - c. 24th Street and Mission Street (24th St. Mission Station) – 48.54% of \$206,000 site estimate
 - i. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th St. Mission and Civic Center/UN Plaza stations.
 - ii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

*All roles and responsibilities listed above for the City and BART in Article 3 of this Amendment shall apply to Fiscal Year 2018, Fiscal Year 2019, Fiscal Year 2020, Fiscal Year 2021.

3. Effective Date. Each of the modifications set forth herein shall be effective as of the date of this Fifth Amendment.

4. Legal Effect. Except as expressly modified by this Fifth Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, BART and City have executed this Fifth Amendment as of the date first referenced above.

CITY

BART

Approved by:

For DiJaida Durden
DiJaida Durden
Deputy Director for Operations
San Francisco Public Works

Robert M. Powers
Robert M. Powers
General Manager
San Francisco Bay Area Rapid Transit
District

Date: 07/07/2021

Date: 14 July 2021

Approved as to Form:

Approved as to Form:

David Chiu
City Attorney

Attorney

By: Yadira Taylor
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Yadira Taylor
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Yadira Taylor
Deputy City Attorney
Date: 3/3/2022 | 4:12:04 PM PST

Crystal Matson
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Crystal Matson
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Crystal Matson
Attorney
Date: 3/2/2022 | 3:36:38 PM PST

CITY

Approved by:

Calvin Johnson
DocuSigned by:
Calvin Johnson
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3/3/2022 | 5:19:42 PM PST

Interim Director
San Francisco Public Works

Table 1: BART Pit Stop Grant Budget for FY2021-22

Sources	Amount
BART Grant	\$ 250,000
Public Works (General Fund)	\$ 346,817
Total Sources	\$ 596,817

Uses	Amount
Powell Station	\$ 219,433
24th Street / Mission	\$ 232,943
16th Street and Mission	\$ 66,596
Pit Stop Monitoring Subtotal	\$ 518,972
Indirect Costs (15%) - Rent, Utilities, Etc.	\$ 77,846
Total Uses	\$ 596,817

					Program Costs	Program Costs	
Pitstop: BART Accept & Expend FY2021	Location	Schedule (Times)	Days of Service	Location Based Expense	SF Public Works	BART	
A. Pitstop Monitoring by Location							
Pit Stop Monitors (starting July 2021)	Powell Station	12 Hours	Monday - Sunday	\$ 219,433	\$ 132,477	\$ 86,957	
Pit Stop Monitors (starting July 2021)	24th Street / Mission	12 Hours	Monday - Sunday	\$ 232,943	\$ 145,986	\$ 86,957	
Pit Stop Monitors (starting July 2021)	16th Street and Mission	8 Hours	Monday - Friday	\$ 66,596	\$ 23,118	\$ 43,478	
Direct Monitoring Total				\$ 518,972	\$ 301,580	\$ 217,391	
TOTAL DIRECT COSTS:					\$ 518,972	\$ 301,580	\$ 217,391
D. Indirect Costs							
Indirect Costs (at 15%) - Rent, Utilities, etc.				\$ 77,846	\$ 45,237	\$ 32,609	
Total Grant Costs					\$ 596,817	\$ 346,817	\$ 250,000

From: [Schneider, Ian \(DPW\)](#)
To: [Jalipa, Brent \(BOS\)](#)
Subject: Background on File 221027 at Budget & Finance Committee
Date: Tuesday, May 9, 2023 11:58:06 AM

Good morning Brent,

I am writing to provide some background information on agenda item 6 at the Budget and Finance Committee this week:

File No. [221027](#) [Accept and Expend Grant - Retroactive - San Francisco Bay Area Rapid Transit District - Pit Stop Public Toilet Program - \$250,000]

The City's Pit Stop program provides public restroom, toilet, and handwashing facilities, as well as needle and dog waste receptacles at 31 locations throughout the City. The restrooms are a mix of semi-permanent JCDecaux public toilet facilities and portable toilets owned by Public Works. Public Works entered into grant agreements with the non-profits Hunters Point Family and CIVIC for the operation and monitoring of the Pit Stop locations. The total cost of the Pit Stop program in FY 2021-22 was approximately \$13.6 million.

Since February 2016, BART has provided annual grants to Public Works to operate Pit Stop locations at various BART stations. In July 2021, Public Works and BART executed the fifth amendment to their memorandum of understanding to jointly pay for the Pit Stop bathrooms at 16th and Mission, Powell, and the 24th and Mission BART Stations in FY 2021-22. The proposed resolution approving the grant funds was introduced to the Board of Supervisors in September 2022 but not scheduled until May 2023 because of administrative delays and staff turnover.

The proposed resolution would retroactively authorize Public Works to accept and expend a grant from BART for the Pit Stop program in an amount not to exceed \$250,000, with a required City match of \$265,000, for the period of July 2021 through June 2022. In FY 2021-22, Public Works and Hunters Point Family operated the following Pit Stop locations, which are funded by the proposed grant:

1. Powell BART Station, operated daily, 12 hours per day, from July 2021 through June 2022;
2. 24th Street and Mission Station, operated daily, 12 hours per day, from July 2021 through June 2022; and
3. 16th Street and Mission Station, operated Monday through Friday, eight hours per day, from July 2021 through June 2022.

The Pit Stop at the 16th Street and Mission Station was the first to be funded by BART in 2016, and the additional Pit Stops were added in FY 2018-19. Each Pit Stop is located on City property at the street level. Under the grant, BART reimburses Public Works for a share of the cost of operating the Pit Stops. The Powell Street and 24th Street Pit Stops continue to run 12 hours per day, but the 16th Street and Mission Pit Stop is open 24 hours per day.

The funding is retroactive primarily due to administrative delays including Prop B implementation, delays in receiving an executed grant agreement with BART, City attorney legislative review, and

staff turnover over the last year.

Public Works is aware of the BLA's request for usage data and performance measures and will be providing that as soon as possible. Program staff will be available at the 5/10 Budget and Finance Committee meeting to answer any further questions you may have. Don't hesitate to reach out in advance if you'd like to address anything prior to the committee meeting.

Thank you,

Ian Schneider (he/him)

Government Affairs Manager | (628) 271-3126

San Francisco Public Works | City and County of San Francisco

49 South Van Ness Avenue, Suite 1600 | San Francisco, CA 94103

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Schneider, Ian \(DPW\)](#)
Subject: Mayor -- Resolution -- BART Pit Stop Toilet Program
Date: Tuesday, September 27, 2022 4:19:18 PM
Attachments: [Mayor -- Resolution -- BART Pit Stop Toilet Program.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a resolution retroactively authorizing the Department of Public Works to accept and expend a grant of up to \$250,000 from the San Francisco Bay Area Rapid Transit District for the Pit Stop Public Toilet Program starting July 1, 2021, through June 30, 2022.

Please let me know if you have any questions.

Best,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
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San Francisco, CA 94102
415-554-6147