

File No. 210392

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 23, 2021

Board of Supervisors Meeting:

Date: _____

Cmte Board

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☐	☐	Form 126 – Ethics Commission
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☐	☐	Public Correspondence

OTHER

☐	☐	_____
☐	☐	_____
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Prepared by: John Carroll

Date: June 18, 2021

Prepared by: John Carroll

Date: _____

Prepared by: John Carroll

Date: _____

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

3 **Resolution retroactively authorizing Public Works to accept and expend a grant of up**
4 **to \$250,000 from the San Francisco Bay Area Rapid Transit District for the Pit Stop**
5 **Public Toilet Program for the period of July 1, 2020, through June 30, 2021.**

6
7 WHEREAS, The Department of Public Works (Public Works) launched a public toilet
8 program known as the Pit Stop Program (herein referred to as program) in 2014; and

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

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

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

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

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

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

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, The agreement between Public Works and BART, the first amendment to
4 the agreement, and the second amendment to the agreement are on file with the Clerk of the
5 Board of Supervisors in Files No. 160595 and 190168; and

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

7 WHEREAS, The BART grant requires \$250,000 in matching funds, which will be
8 funded through Public Works' Operating Budget; and

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

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

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

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Mayor

Alaric Degrafinried

Approved: _____ /s/

Controller

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

June 18, 2021

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst



SUBJECT: June 23, 2021 Special Government Audit and Oversight Committee Meeting

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Item 3 File 21-0392	Department: Department of Public Works (DPW)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would authorize Public Works to retroactively accept and expend a grant from BART in the amount of \$250,000 to operate three Pit Stop locations, for the period of July 1, 2020 through June 30, 2021. The grant requires a minimum match of at least \$250,000 provided by Public Works. Public Works is requesting retroactive approval due to administrative delays for the BART approval by their Board of Directors. Key Points - The Pit Stop program provides restrooms, toilet, and handwashing facilities, as well as needle and dog waste receptacles at 36 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 nonprofits Hunters Point Family, CIVIC, and Mission Neighborhood Centers for the operation and monitoring of the Pit Stop locations. - The total cost of the Pit Stop program is approximately \$15.8 million for FY 2020-21. Fiscal Impact - Under the grant agreement, BART and Public Works each contribute \$250,000 to the three Pit Stop site operations, totaling \$500,000. Because Public Works is extending the hours of Pit Stop operations beyond the hours in the grant agreement, Public Works total costs for the three Pit Stop sites are \$584,280. - The source of funding for the Public Works contribution of \$584,280 to the program is the General Fund. Recommendation - 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 restrooms, toilet, and handwashing facilities, as well as needle and dog waste receptacles at 36 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 nonprofits Hunters Point Family, CIVIC, and Mission Neighborhood Centers for the operation and monitoring of the Pit Stop locations. CIVIC provides staffing for 17 Pit Stop locations, Hunters Point Family provides staffing for 14 Pit Stop locations, and Mission Neighborhood Centers provides staffing for five Pit Stop 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 is approximately \$15.8 million for FY 2020-21.

In FY 2019-20, Public Works retroactively accepted and expended a previous grant from Bay Area Rapid Transit (BART) in the amount of \$257,500 to operate three Pit Stop Locations¹:

- Powell BART Station, operated by Hunter's Point Family,
- 24th Street Mission BART Station, operated by Mission Neighborhood Centers, and
- 16th Street Mission BART Station, operated by CIVIC.

The total program budget for previous operation of the three Pit Stop locations was \$515,500 for FY 2019-20.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize Public Works to retroactively accept and expend a grant from BART in the amount of \$250,000 to operate three Pit Stop locations, for the period of July 1, 2020 through June 30, 2021. The grant requires a minimum match of at least \$250,000 provided by Public Works. According to Department staff, the Department is requesting retroactive approval due to administrative delays for the BART approval by their Board of Directors.

The grant allows Public Works to operate the following Pit Stop locations:

- Powell BART Station, operated daily, 24 hours per day, from July 2020 through June 2021;
- 24th Street Mission BART Station, operated daily, 24 hours per day, from July 2020 through June 2021; and

¹ File 19-1269

- 16th Street Mission BART Station, operated Monday through Friday from 10:30am – 5:30pm, from July 2020 through June 2021.

The Pit Stop at the 16th Street Mission station was the first to be funded 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. For FY 2019-20, Public Works split the agreement equally with BART for the three locations. Under the FY 2020-21 amendment to the agreement, BART will reimburse Public Works for BART's share of Pit Stop expenditures.²

FISCAL IMPACT

The grant authorized by the proposed resolution would provide Public Works with \$250,000 to operate three Pit Stop locations. It would also require an equal match of \$250,000 plus an additional \$334,280 to cover remaining costs associated with the grant, for a total cost of \$834,280 for operation of the three Pit Stop sites. The grant budget is shown below in Table 1.

Table 1. Pit Stop Grant Budget for FY 2020-21

Location	Public Works Contribution	BART Contribution	Total
Powell Station	\$195,584	\$86,957	\$282,541
24th Street & Mission	290,351	86,957	377,308
16th Street & Mission	22,135	43,478	65,613
<i>Direct Costs Subtotal</i>	<i>508,070</i>	<i>217,392</i>	<i>725,462</i>
Indirect Costs (15%) – Rent, utilities, etc.	76,210	32,609	108,819
Total Grant Costs	\$584,280	\$250,001	\$834,281

According to Mr. Jeremy Spitz, Special Assistant for Policy and Government Affairs with the Department of Public Works, the total costs for operating the three sites increased by \$319,281 from FY 2019-20 (from \$515,000 to \$834,281) due to the expansion of hours in response to the COVID-19 pandemic.

Funding Source

According to Mr. Jeremy Spitz, the source of funding for the Public Works contribution of \$584,280 to the program is the General Fund.

RECOMMENDATION

Approve the proposed resolution.

² The Memorandum of Agreement between BART and the City for FY 2019-20 required each party to contribute \$257,500 for actual Pit Stop Program costs, totaling \$515,000, which was reduced in the FY 2020-21 Memorandum of Agreement to \$250,000 for each party, or \$500,000 total. As noted above, the City's actual costs in FY 2020-21 are \$584,280 because the City has chosen to operate the Pit Stops for 24 hours, 7 days week, which exceeds the hours of operation in the Memorandum of Understanding (7 hours per day, Mon – Fri, 16th Street BART station; and 11 hours per day, 7 days per week, 24th Street and Powell Street BART Station).

File Number: _____
(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):
☒ [X] Approved by funding agency ☐ [] Not yet approved
- 5.** Amount of Grant Funding Approved or Applied for: \$250,000
- 6.** a. Matching Funds Required: \$584,280

b. Source(s) of matching funds (if applicable): General Fund 10000, Account 538000, department code 207956)
- 7.** a. Grant Source Agency: San Francisco Bay Are 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, 2020 End-Date: June 30, 2021
- 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 8/24/2020.

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 Hunters Point Family, 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):

☒ Existing Site(s)	☒ Existing Structure(s)	☒ Existing Program(s) or Service(s)
☐ Rehabilitated Site(s)	☐ Rehabilitated Structure(s)	☐ New Program(s) or Service(s)
☐ New Site(s)	☐ 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.

If such access would be technically infeasible, this is described in the comments section below:

Comments: Public Works 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.

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

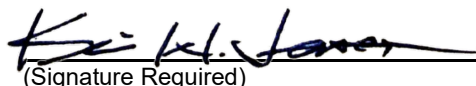
Kevin W. Jensen

(Name)

Disability Access Coordinator

(Title)

Date Reviewed: March 9, 2021



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

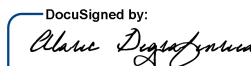
Alaric Degrafinried

(Name)

Acting Director, San Francisco Public Works

(Title)

Date Reviewed: 3/14/2021 | 12:03:31 PM PDT



(Signature Required)

Table 1: BART Pit Stop Grant Budget

Sources	Amount
BART Grant	\$ 250,000
Public Works (General Fund)	\$ 584,280
Total Sources	\$ 834,280

Uses	Amount
Powell Station	\$ 282,540
24th Street / Mission	\$ 377,307
16th Street and Mission	\$ 65,614
Pit Stop Monitoring Subtotal	\$ 725,461
Indirect Costs (15%) - Rent, Utilities, Etc.	\$ 108,819
Total Uses	\$ 834,280

					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 2020)	Powell Station	24 Hours	Monday - Sunday	\$ 282,540	\$ 195,584	\$ 86,957
Pit Stop Monitors (starting July 2020)	24th Street / Mission	24 Hours	Monday - Sunday	\$ 377,307	\$ 290,351	\$ 86,957
Pit Stop Monitors (starting July 2020)	16th Street and Mission	10:30am – 5:30 pm	Monday - Friday	\$ 65,614	\$ 22,135	\$ 43,478
Direct Monitoring Total				\$ 725,461	\$ 508,070	\$ 217,391
TOTAL DIRECT COSTS:				\$ 725,461	\$ 508,070	\$ 217,391
D. Indirect Costs						
Indirect Costs (at 15%) - Rent, Utilities, etc.				\$ 108,819	\$ 76,210	\$ 32,609
Total Grant Costs				\$ 834,280	\$ 584,280	\$ 250,000

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

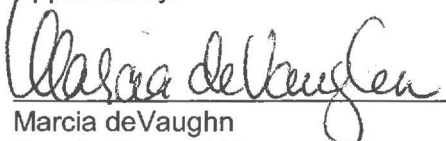
furnished under this Program. BART shall indemnify and defend City and any of its employees performing services for BART from all suits, actions, and legal proceedings against City, resulting from the willful misconduct, recklessness or negligent acts or omissions of BART or of an employee of BART if 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**

Approved by:

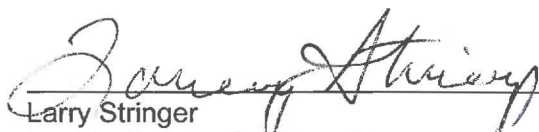


Marcia deVaughn
Deputy General Manager

Date: 3/3/16

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

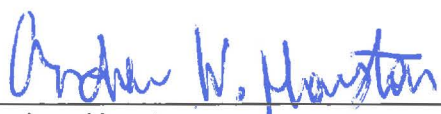
Approved by:



Larry Stringer
Deputy Director for Operations

Date: 2-24-2016

Approved as to Form:



Andrew Houston
Attorney

Date: 3/3/16

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

By:



Deputy City Attorney

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

Date: 4/12/18



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

Date: 4 APRIL 2018

Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By:



Yadira Taylor
Deputy City Attorney

Date: 4/20/18



Crystal Matson
Attorney

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.

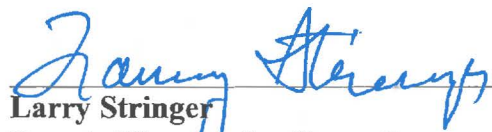
4. Legal Effect. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

Date: 11/9/18


Grace Crunican
General Manager
San Francisco Bay Area Rapid Transit
District

Date: 11/9/18

Approved as to Form:

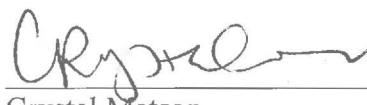
Dennis J. Herrera
City Attorney

Approved as to Form:

Attorney

By: 
Yadira Taylor
Deputy City Attorney

Date: 11/9


Crystal Matson
Attorney

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.

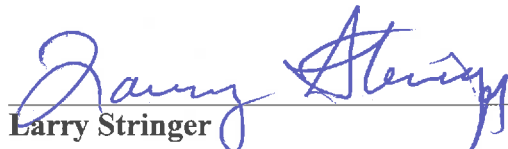
4. Legal Effect. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

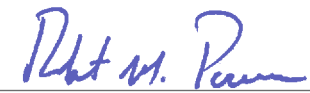
IN WITNESS WHEREOF, BART and City have executed this Third Amendment as of the date first referenced above.

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

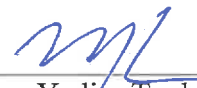
Date: 18 Sept 2019

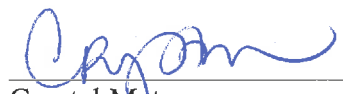
Approved as to Form:

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.

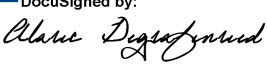
4. Legal Effect. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

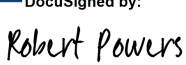
CITY

BART

Approved by:

DocuSigned by:

8179336C84404A5...
Alaric Degrafinried
Director of Public Works
San Francisco Public Works

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

DocuSigned by:

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Robert Powers
General Manager
San Francisco Bay Area Rapid Transit District

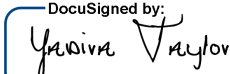
Date: 11/17/2020 | 5:23:23 PM CST

Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Attorney

By: 
B8A6D1C5734C4DF...
Yadira Taylor
Deputy City Attorney

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

DocuSigned by:

8A142DBD5E7142A...
Crystal Matson
Attorney

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

April 14, 2021

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find a proposed Resolution for the Board of Supervisors approval which authorizes 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, 2020, through June 30, 2021.

The following is a list of accompanying documents:

1. Proposed Resolution
2. Grant Information Form
3. MOA between BART and Public Works 03.03.2016
4. MOA Amendment 1, 04.01.2018
5. MOA Amendment 2, 09.30.2018
6. MOA Amendment 3, 09.27.2019
7. MOA Amendment 4, 11.16.2020
8. Grant Budget
9. Grant Budget Detail

I am the contact person for this proposed legislation.

Sincerely,



Jeremy Spitz
Policy and Government Affairs
Jeremy.Spitz@sfdpw.org
415-361-2368

President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: 6/8/2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

☐ Waiving 30-Day Rule (Board Rule No. 3.23)

File No.

(Primary Sponsor)

Title.

☒ Transferring (Board Rule No 3.3)

File No.

210392

Mayor

(Primary Sponsor)

Title. Accept and Expend Grant - Retroactive - San Francisco Bay Area Rapid Transit District - Pit Stop Public Toilet Program - \$250,000

From: Budget & Finance

Committee

To: Government Audit & Oversight

Committee

☐ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor:

Replacing Supervisor:

For:

(Date)

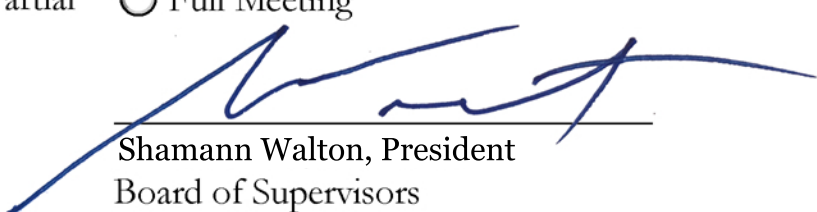
(Committee)

Meeting

Start Time:

End Time:

Temporary Assignment: ☐ Partial ☐ Full Meeting


Shamann Walton, President
Board of Supervisors