

**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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Deputy City Attorney
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Attorney
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CITY

Approved by:

Calvin Johnson
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Interim Director
San Francisco Public Works