

**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

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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 16<sup>th</sup> St. Mission Station (on the northeast corner of 16<sup>th</sup> 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. 16<sup>th</sup> St. Mission Station (Portable Pitstop on the northeast corner of 16<sup>th</sup> 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 16<sup>th</sup> St. Mission Station location (on the northeast corner of 16<sup>th</sup> 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 16<sup>th</sup> St. Mission Station location (on the northeast corner of 16<sup>th</sup> 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