



450-0062025-002

Agenda Item **No. 5(b)**  
Meeting of June 17, 2025

## MEMORANDUM

**TO:** Community Investment and Infrastructure Commissioners

**FROM:** Thor Kaslofsky, Executive Director

**SUBJECT:** Authorizing a First Amendment to a Permit to Enter Agreement between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco and the City and County of San Francisco (“City”), acting by and through its Municipal Transportation Agency, to extend its term allowing bus operator restroom access to the Hunters Point Shipyard Community Facilities Building at 451 Galvez Avenue; Hunters Point Shipyard Redevelopment Project Area

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## EXECUTIVE SUMMARY

Staff seeks authorization for a First Amendment to a Permit-to-Enter (“First Amendment” or “PTE”) with the San Francisco Municipal Transportation Agency (“SFMTA”) to extend restroom access at the Office of Community Investment and Infrastructure (“OCII”) Community Facilities Building at 451 Galvez Avenue (“Community Facilities Building”). The current Permit-to-Enter (“2024 PTE”) issued in 2024, is set to expire on June 21, 2025, at 11:59 P.M.

The southern terminus of the San Francisco Municipal Railway (“MUNI”) 19 Polk bus route is adjacent to the Community Facilities Building. Operators have scheduled layovers at this location and require access to the restroom. SFMTA is obligated to provide restroom facilities for its operators or secure access to restrooms at terminal points.

By summer 2026, the SFMTA plans to install a trailer restroom with electrical, water, and sewer hookups adjacent to the Community Facilities Building, which would provide the same level of service to Operators while reducing the impact on Community Facilities

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MAYOR

Thor Kaslofsky  
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COMMISSIONERS

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Building operations which hosts a variety of community-serving meetings. SFMTA has successfully installed similar trailers at other locations in the City for the use of MUNI operators, including the temporary Crissy Field terminal in the Presidio for the 30 Stockton route, and the Sunnydale terminus of the T Third Street line.

SFMTA will request a separate amendment to the PTE for the installation of the trailer restroom. This will be subject to a future design review process conducted by OCII, including feedback from the Hunters Point Shipyard Citizens Advisory Committee (“HPSCAC”).

### 2024 PTE Amendments

- *Term:* The term of the 2024 PTE will be extended from June 22, 2025, through the earlier of (i) June 21, 2026, at 11:59pm or (ii) conveyance of the Community Facilities Building from OCII to the City. Upon conveyance the PTE will automatically terminate and SFMTA will need to enter into a new Permit-to-Enter with the Recreation and Parks Department (“RPD”) for continued restroom access. Prior to conveyance, the OCII Executive Director, in his sole discretion, may approve up to two 12-month extensions.
- *Cost:* SFMTA will pay a one-time fee of \$11,000 to reimburse OCII staff time for First Amendment execution and a \$1,200 per month payment to OCII to cover the added cost of custodial services, supplies, and permit administration related to bus operator use of the restrooms.

*Staff recommend approval of the First Amendment of the PTE to continue to provide restroom access to SFMTA and their bus drivers at Community Facilities Building.*

### **BACKGROUND**

The MUNI 19 Polk route terminates at Galvez Avenue and Hill Drive, adjacent to the Hunters Point Shipyard gate and the OCII Community Facilities Building at 451 Galvez Avenue. The route connects the Shipyard to Ghirardelli Square, serving neighborhoods including Potrero Hill, Showplace Square, SoMa, the Tenderloin, Polk Gulch, and Russian Hill.

At both ends of the route, operators are allocated layover time to use restrooms and recover schedule delays. In June 2024, OCII issued a PTE allowing SFMTA operators to access restrooms inside the Community Facilities Building. In return, SFMTA pays a monthly fee and has also contributed to restroom access improvements, including installing security cameras, rekeying the entry door, and assuming responsibility for emergency plumbing repairs.

## **BENEFITS TO THE PROJECT AREA**

The 19 Polk provides vital transit access to Shipyard Phase 1, the Shipyard Artists' Studios, and other local businesses. On average, over 200 daily weekday trips are taken to and from stops near the Shipyard.

Prior to the 2024 PTE, operators had access only to a portable restroom provided under contract by United Site Services. Access to a plumbed, well-lit, and comfortable restroom has improved working conditions and morale for Muni operators, contributing to better service and a greater sense of dignity for staff.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Approval of the First Amendment is not a project subject to environmental review, pursuant to the California Environmental Quality Act Guidelines Section 15378(b)(5), because it is an administrative activity of government that will not result in direct or indirect physical changes to the environment.

## **NEXT STEPS**

SFMTA will proceed with plans to install a trailer restroom in the vicinity of the Community Facilities Building, which will require OCII Design Review and feedback from the HPSCAC. Meanwhile, OCII will continue to coordinate with RPD and SFAC to finalize the conveyance of the Community Facilities Building to the City.

*(Originated by Inder Grewal, Development Specialist)*

DocuSigned by:  
  
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Thor Kaslofsky  
Executive Director

Attachment A. 2024 Permit to Enter with SFMTA

## PERMIT TO ENTER

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure ("OCII" or the "Successor Agency") grants to the **CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS MUNICIPAL TRANSPORTATION AGENCY** ("Permittee" or "SFMTA"), a non-exclusive permit to enter upon certain OCII-owned property (hereinafter referred to as the "Permit Area", located at 451 Galvez Avenue in the City of San Francisco upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter ("Permit").

### RECITALS

A. OCII owns the property located at 451 Galvez Avenue in the City and County of San Francisco, State of California, (Assessor Parcel 4591C-008), commonly known 451 Galvez (the "Property"), on which is located a modular building, commonly known as the Community Facilities Building. Two restrooms are located within the interior of the Community Facilities Building ("Restrooms").

B. SFMTA requests OCII provide access to the Restrooms for SFMTA drivers operating buses on the 19 Polk bus route ("Bus Operators") twenty-four hours a day seven days per week. The SFMTA 19 Polk bus route runs seven days a week from the hours of 4:30 am to 11:30 pm, but may at times run longer to cover any special event service or disrupted service.

C. OCII has determined that the Property is suitable for the proposed interim use. The proposed interim use is allowed under the applicable redevelopment plan; (ii) the proposed interim use would not violate any lease or other agreement concerning the use of the Property; and (iii) the proposed use would not conflict with the long-term development of the Permit Area.

D. OCII will grant SFMTA this non-exclusive, revocable Permit under the following terms and conditions for the Bus Operators' use of the Restrooms 24 hours per day seven days per week, excluding the hours the Restrooms are closed for repairs or maintenance and/or improvements, or due to electrical or plumbing service failure.

NOW, THEREFORE, OCII and the Permittee agree as follows:

**1. Permit Area:** The Permit Area is more particularly shown on Exhibit A hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress and egress by OCII and others who are authorized to access portions of the Permit Area.

**2. Interim Use:** The Permittee shall use the Permit Area for Permittee's Bus Operators who are operating the 19 bus route to access the Restrooms and for no other purpose than use as a restroom. Bathroom access is provided 24 hours a day 7 days per week. Subject to the foregoing, this access can be changed or limited only upon the mutual written agreement of both OCII and SFMTA. After exiting the Permit Area, Permittee will check to make sure the

Community Facilities Building's front door is closed and locked. No uses other than those specifically stated herein are authorized hereby.

**3. Time of Entry:** Entry may commence, once the Permit is fully executed, on June 22, 2024. The Permit shall not exceed twelve (12) months in duration. A renewal of a permit (series of permits) which would cause the aggregate permit duration to exceed twelve (12) months or a request for a permit for longer than twelve (12) months must be submitted to the Successor Agency Commission for approval.

**4. Compensation to Successor Agency:** Permittee agrees to pay OCII for custodial services and supplies restocking 7 days a week and administrative costs associated with the Permit. The amount budgeted for custodial services, supplies restocking, and administration is \$1,200 per month. OCII shall submit an invoice to SFMTA for such custodial and administrative costs. The SFMTA shall reimburse OCII within 30 days of the date it received the invoice.

**5. Indemnification:** Permittee shall defend, hold harmless and indemnify the Successor Agency of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee's operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action or liabilities of any kind arising out of any pollutant, or contaminant, or any condition of pollution, contamination, or nuisance.

**6. Maintenance:** OCII shall provide seven days a week cleaning and restocking service to the Restrooms. Daily services shall include furnishing all typical restroom supplies (soap, hand sanitizer, toilet paper, etc.) and cleaning of the Restrooms.

**7. Damage and Repair:** Permittee shall be required to repair any damage to the Premises or Community Facilities Building caused by Bus Operators. For emergency repairs such as clogging or defective lock, SFMTA shall perform repairs within 24 hours of reporting. For non-emergency repairs, SFMTA shall perform repairs within 15 days of reporting. If SFMTA does not commence such repairs within indicated time period, OCII shall have the option to proceed with the repairs and obtain reimbursement for its reasonable costs and expenses, including but not limited to cost of staff time. The SFMTA shall reimburse OCII within 30 days of the date it received the invoice and documentation.

**8. Insurance:** OCII acknowledges that the City maintains a program of self-insurance for its City Departments and agrees that SFMTA shall not be required to carry insurance with respect to this Permit.

**9. "As Is", Maintenance, Restoration, Vacating:** The Permit Area is accepted "AS IS" and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it. Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to its condition at the time of entry. The Successor Agency

shall have the right without notice to dispose of any property left by Permittee after it has vacated the Permit Area. Successor Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

**10. Compliance With Laws:**

a. Compliance with all Laws: All activities and operations of the Permittee and/or its agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments.

b. Nondiscrimination: The Permittee herein covenants for himself or herself and for all persons claiming in or through him or her that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin, ancestry, or other protected class in the use, occupancy or enjoyment of the Permit Area.

**11. Security of Permit Area:** Permittee, at its sole cost, shall rekey the front door to the Community Facilities Building's main entrance with SFMTA Operator Restroom keylock that is compatible with the existing Operator Restroom key marked "Do Not Duplicate" in use by Bus Operators. After OCII approves the location for two security cameras, SFMTA will purchase, install and maintain the cameras and as needed, review video after security breaches or other adverse incidents occur.

**12. Early Termination:** This Permit may be terminated by the Successor Agency in its sole discretion upon thirty days' notice. OCII will post notice of termination in the Permit Area and notify the following staff at SFMTA: Linda Chan ([Linda.Chan@sfmta.com](mailto:Linda.Chan@sfmta.com)) and Jessica Garcia ([Jessica.Garcia@sfmta.com](mailto:Jessica.Garcia@sfmta.com)).

**13. Entry under Permittee Authority:** The Permit granted Permittee for the Interim Use as defined in Section 2 shall mean and include all Bus Operators operating buses on the 19 Polk bus route. In this regard, Permittee assumes all responsibility for the safety of all persons and property. No contents are to be placed in the Permit Area pursuant to this Permit. All persons entering the Permit Area are presumed to be with the express authorization of the Permittee.

**14. Governing Law:** This Permit shall be governed by and interpreted under the laws of the State of California.

**15. Attorneys' Fees:** In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject

matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

**16. Amendments:** The terms of this Permit may be amended by written agreement of the Parties hereto.

**17. Designated Contact Persons:** The initial designated representative for OCII for this Contract is Lila Hussain. OCII representative's phone number and email are 415-749-2431 and [lila.hussain@sfgov.org](mailto:lila.hussain@sfgov.org). The initial Contractor designated representative for SFMTA is Linda Chan. SFMTA representative's phone number and email are 415-646-2642 and [Linda.Chan@sfmta.com](mailto:Linda.Chan@sfmta.com).

**18. Notices and Invoices:** All notices required to be given or made hereunder shall be in writing unless otherwise agreed to by the parties.

**OCII**  
OCII

1 South Van Ness, 5<sup>th</sup> Floor  
San Francisco, CA 94103

**Permittee**  
SFMTA

1 South Van Ness, 8<sup>th</sup> Floor  
San Francisco, CA 94103

OCII will email invoices to SFMTA at [Linda.Chan@sfmta.com](mailto:Linda.Chan@sfmta.com). SFMTA will make payment to OCII within 30 days of receipt of OCII's monthly invoice.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of the 18<sup>th</sup> day of June, 2024.

**PERMITTEE**

**City and County of San Francisco  
Municipal Transportation Agency**

By:  \_\_\_\_\_  
5D9CA93F693F43E...  
Jeffrey Tumlin  
Director of Transportation San Francisco  
Municipal Transportation Agency

**APPROVED AS TO FORM:  
David Chiu, City Attorney**

By:  \_\_\_\_\_  
584218604D324AE...  
Stephanie Stuart  
Deputy City Attorney

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO,**  
a public body, organized and existing under the  
laws of the State of California

By:  \_\_\_\_\_  
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Thor Kaslofsky  
Executive Director

**APPROVED AS TO FORM:**

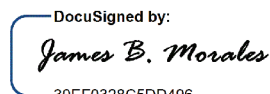
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James B. Morales  
General Counsel

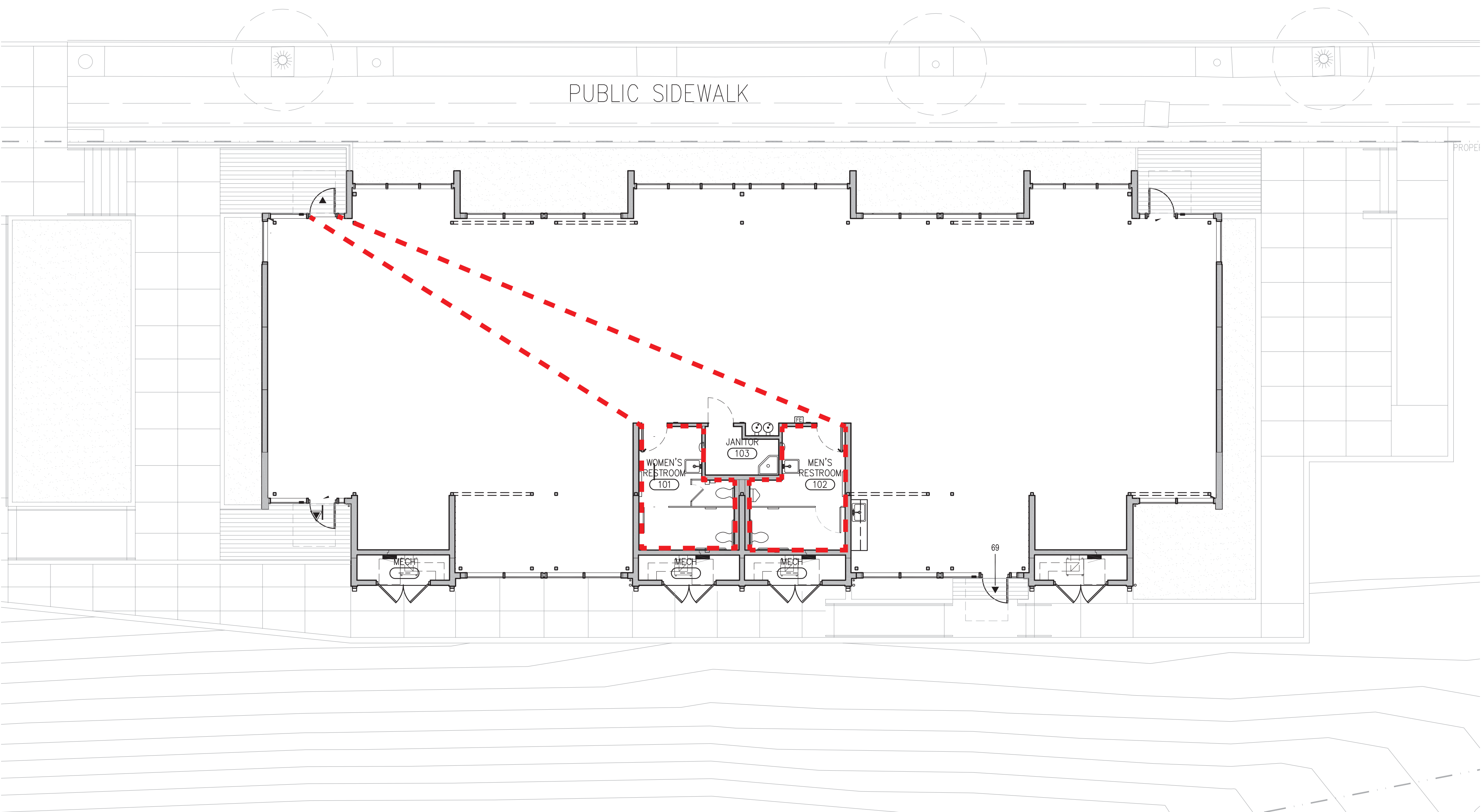
Exhibit A



# Permit to Enter - SFMTA Route 19 Bus Operators

## Exhibit A

GALVEZ AVE.



Route 19 Bus Operator Access Area