

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 16-2025

Adopted June 17, 2025

**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**

- WHEREAS, The Successor Agency’s Executive Director entered into a permit to enter with the City (the “Permit”), which became effective on June 23, 2024, under the authority of Redevelopment Agency Resolution No. 13-2008 (April 1, 2008). Under that resolution, the Executive Director may enter into certain permits to enter (PTE) for a term not to exceed one year under terms and conditions requiring, among other things, that the PTE provides public benefit and limits the agency’s liability. The PTE policy requires that the Commission approve any extension of time for a PTE that exceeds one year; and,
- WHEREAS, The Permit provides San Francisco Municipal Transportation Agency (“SFMTA”) drivers operating buses on the 19 Polk bus route (“Bus Operators”) twenty-four hours a day seven days per week access to the two restrooms (“Restrooms”) at 451 Galvez Avenue (“Property”), a Community Facilities Building owned by the Successor Agency (commonly known as the Office of Community Investment and Infrastructure or “OCII”); and,
- WHEREAS, The Term of the Permit terminates on June 21, 2025, at 11:59 pm; and,
- WHEREAS, SFMTA’s long-term plan for this terminal involves installing a plumbed and serviced trailer restroom with electrical, water, and sewer hookups on the Property. This would provide the same level of service to Bus Operators while reducing the impact on Property operations; and,
- WHEREAS, SFMTA requires Restroom access for 19 Polk drivers while a trailer restroom is being constructed; and,
- WHEREAS, OCII owns the Property located at 451 Galvez Avenue in the City and County of San Francisco, State of California, (Assessor Parcel 4591C-008) 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”); and,
- WHEREAS, OCII is preparing to transfer ownership of the Property to the City for a governmental purpose as required under the long-range Property Management Plan approved by the Oversight Board and Department of Finance consistent with the Redevelopment Dissolution Law; and,

WHEREAS, Pending transfer of the Property to the City, the parties wish to enter into this First Amendment to extend the term of this Permit by one year with up to two (2) annual extensions at the Executive Director's sole discretion; and,

WHEREAS, OCII intends to convey the Property to City, acting by and through its Recreation and Parks Department ("RPD"), by the end of 2025. At the time of transfer, this Permit will automatically terminate, and SFMTA and RPD will need to execute a new permit to enter to access restrooms at the Property; and,

WHEREAS, Authorization of the First Amendment to the Permit to Enter Agreement 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; now, therefore, be it

RESOLVED, That the Commission authorizes the Executive Director to enter into an amendment to the Permit substantially in the form attached hereto as Exhibit A, that extends the Term of the Permit through the earlier of June 21, 2026, or the effective date of the conveyance of the Property from OCII to RPD. Prior to conveyance of the Property, the OCII Executive Director, in his sole discretion, may grant up to two (2) twelve (12) month extensions of the Permit.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of June 17, 2025.


Commission Secretary

Exhibit A: First Amendment Permit to Enter Agreement 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) and Jessica Garcia (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. 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.

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, 5th Floor
San Francisco, CA 94103

Permittee
SFMTA

1 South Van Ness, 8th Floor
San Francisco, CA 94103

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

Remainder of Page Intentionally Blank


IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of the 18th 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:  _____
B10961FA8449406...
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

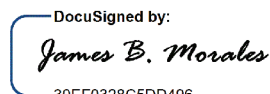
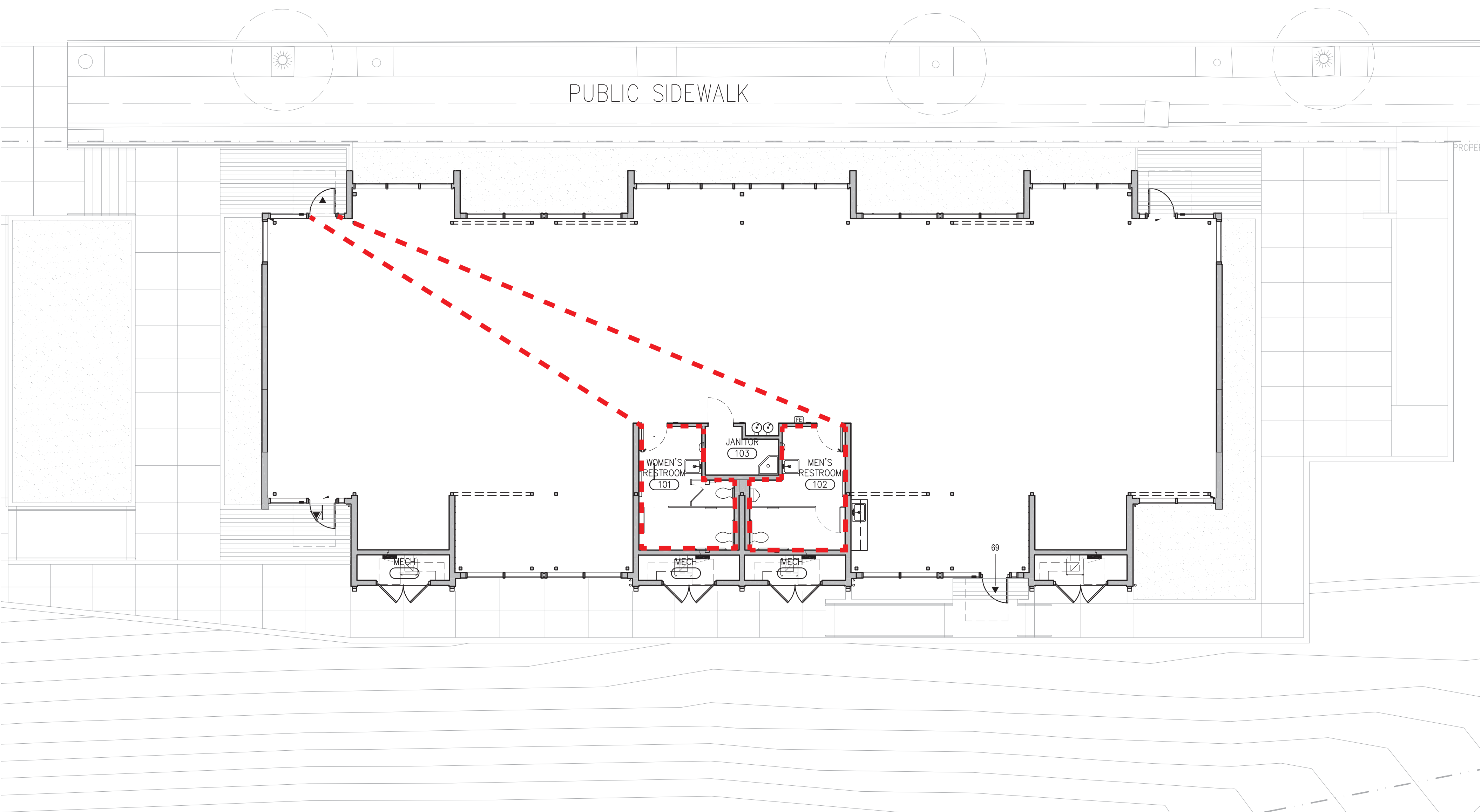
By:  _____
30EF0328C5DD496...
James B. Morales
General Counsel

Exhibit A

Permit to Enter - SFMTA Route 19 Bus Operators

Exhibit A

GALVEZ AVE.



■■■ Route 19 Bus Operator Access Area