

STAFF REPORT FOR CALENDAR ITEM NO.: 8.2
FOR THE MEETING OF: September 11, 2025

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute a sixth amendment to the agreement for Park Programming and Management services with Biederman Redevelopment Ventures (BRV) for compensation of up to \$630,596 for Fiscal Year 2025-2026.

EXPLANATION:

On May 8, 2017, the TJPA and LPC West Transit Management LLC entered into an Asset Management Agreement, which was amended three times (the “Original AMA”). The TJPA selected LPC West Transit Management LLC and certain Primary Subcontractors, including BRV, as a result of a competitive procurement. The Original AMA had an Initial Term that was scheduled to expire June 30, 2023, and two options to extend for a Renewal Term of three years each that, if both were exercised, would expire June 30, 2029. BRV entered into a Park Subcontracting Agreement in April 2017 (the “Original Agreement”) as a subcontractor pursuant to the Original AMA for a term co-extensive with the term of the Original AMA.

On July 1, 2023, the TJPA and LPC West Transit Management LLC entered into a new Asset Management Agreement (the “New AMA”). The New AMA had an Initial Term that was scheduled to expire June 30, 2026 and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. BRV entered into the Fourth Amendment and Fifth Amendment to the Park Subcontracting Agreement as a subcontractor pursuant to the New AMA for a term co-extensive with the New AMA.

On December 23, 2024, the TJPA elected to exercise its right to terminate the New AMA with LPC West Transit Management LLC, without cause. As a result, the TJPA, LPC West Transit Management LLC, and BRV entered an Assignment and Novation, allowing the TJPA to receive from BRV the services under the Park Agreement under the same terms and conditions as the Park Agreement, including the conditions and initial term under the New AMA through June 30, 2026 to avoid interruption of service and provide sufficient time for TJPA to publicly solicit these services through a competitive process. TJPA is planning to prepare a new solicitation for the provided services before the expiration of the current agreement to ensure services remain uninterrupted.

BRV has performed satisfactorily to date and staff recommend retaining BRV to perform Park Programming and Management services in Fiscal Year 2025-26 at the negotiated price of \$630,596, in the form attached.

RECOMMENDATION:

Authorize the Executive Director to execute a sixth amendment to the agreement for Park Programming and Management services with BRV for up to \$630,596.

ENCLOSURES:

1. Resolution
2. Amendment No. 6

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the services of a Park Management firm to provide programming and management services to Salesforce Park in support of the Transbay Program; and

WHEREAS, On May 8, 2017, the TJPA and LPC West Transit Management LLC entered an Asset Management Agreement for the Salesforce Transit Center and Park (the “Original AMA”), which included Biederman Redevelopment Ventures (BRV), as a result of a competitive procurement; the Original AMA had an Initial Term that was scheduled to expire June 30, 2023, and two options to extend for a Renewal Term of three years each that, if both were exercised, would expire June 30, 2029. BRV entered into a Park Subcontracting Agreement as a subcontractor pursuant to the Original AMA for a term co-extensive with the term of the Original AMA; and

WHEREAS, On February 15, 2021, the First Amendment to Park Subcontracting Agreement was effective; and

WHEREAS, In June 2021, the Second Amendment to Park Subcontracting Agreement was effective; and

WHEREAS, In July 2022, the Third Amendment to Park Subcontracting Agreement was effective; and

WHEREAS, On July 1, 2023, the TJPA and LPC West Transit Management LLC entered into a new Asset Management Agreement (the “New AMA”). The New AMA had an Initial Term that was scheduled to expire June 30, 2026 and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. BRV entered into the Fourth Amendment to Park Subcontracting Agreement as a subcontractor pursuant to the New AMA for a term co-extensive with the term of the New AMA; and

WHEREAS, In July 2024, the Fifth Amendment to Park Subcontracting Agreement was effective; and

WHEREAS, Effective December 23, 2024, the TJPA elected to exercise its right to terminate the New AMA with LPC West Transit Management LLC, without cause; and

WHEREAS, The TJPA, LPC West Transit Management LLC, and BRV entered an Assignment and Novation, allowing the TJPA to receive from BRV the services under the Park Subcontracting Agreement under the same terms and conditions as the Park Subcontracting Agreement, including the conditions and initial term under the New AMA through June 30, 2026; and

WHEREAS, Continuity of Park Programming and Management support is essential to TJPA's Salesforce Park and staff recommend amending the Park Subcontracting Agreement to add a Sixth Programming Period and Fiscal Year 2025-26 budget in the amount of \$630,596 to the Park Subcontracting Agreement, in the form presented; now, therefore, be it

RESOLVED, That the Board authorizes the Executive Director to execute a sixth amendment to the agreement for Park Programming and Management services with Biederman Redevelopment Ventures in the form presented for compensation of up to \$630,596 for Fiscal Year 2025-2026.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 11, 2025.

Secretary, Transbay Joint Powers Authority

Amendment No. 6
Park Subcontracting Agreement between
the Transbay Joint Powers Authority and
BRV Corp.

THIS Amendment No. 6 (or the “Sixth Amendment”) to the Park Subcontracting Agreement dated April [date unspecified], 2017 (the “Original Agreement”) as amended by that certain First Amendment to Park Subcontracting Agreement effective as of February 15, 2021 (the “First Amendment”), the Second Amendment to Park Subcontracting Agreement effective as of June [date unspecified], 2021 (the “Second Amendment”), the Third Amendment to Park Subcontracting Agreement effective as of July 1, 2022 (the “Third Amendment”), the Fourth Amendment to Park Subcontracting Agreement effective as of July 1, 2023 (the “Fourth Amendment”), the Fifth Amendment to Park Subcontracting Agreement effective [month and date unspecified], 2024 (the “Fifth Amendment”), and the Assignment and Novation, dated December 20, 2024 (the Original Agreement, as amended, assigned and novated as specified herein, the “Park Agreement”), is entered into effective as of the 1st day of July, 2025 in San Francisco, California, by and between the Transbay Joint Powers Authority (“TJPA”) and BRV Corp., a New York Corporation (“Contractor”).

Recitals

- A. The TJPA and LPC West Transit Management LLC entered that certain Asset Management Agreement dated May 8, 2017, as amended three times (the “Original AMA”). The TJPA selected LPC West Transit Management LLC and certain Primary Subcontractors, including Contractor, as a result of a competitive procurement. The Original AMA had an Initial Term that was scheduled to expire June 30, 2023, and two options to extend for a Renewal Term of three years each that, if both were exercised, would expire June 30, 2029. Contractor entered into the Original Agreement as a subcontractor pursuant to the Original AMA for a term co-extensive with the term of the Original AMA.
- B. The TJPA and LPC West Transit Management LLC entered into that certain new Asset Management Agreement dated July 1, 2023 (the “New AMA”). The New AMA had an Initial Term that was scheduled to expire June 30, 2026 and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. Contractor entered into the Fourth Amendment and Fifth Amendment as a subcontractor pursuant to the New AMA for a term co-extensive with the term of the New AMA.
- C. The TJPA elected to exercise its right to terminate the New AMA with LPC West Transit Management LLC, without cause, effective on December 23, 2024.
- D. The TJPA, LPC West Transit Management LLC, and Contractor entered the Assignment and Novation, allowing the TJPA to receive from Contractor the services under the Park Agreement under the same terms and conditions as the Park Agreement, including the conditions and initial term under the New AMA through June 30, 2026 and the option to extend the term under the New AMA through June 30, 2029.
- E. The TJPA and Contractor desire to amend the Park Agreement to add the “Sixth Programming Period” and Fiscal Year 2025-26 budget to the Park Agreement.

Terms and Conditions

Now, therefore, the TJPA and Contractor agree to amend the following sections of the Park Agreement in their entirety to read as follows:

I. Section 2. “Modifications to the Existing Agreement” of the Park Agreement is hereby modified as follows:

- (a) The parties hereby acknowledge and agree for all purposes under the Park Agreement, during the period commencing as of July 1, 2025 and ending June 30, 2026 (the “Sixth Programming Period”), the Services to be performed by Park Subcontractor shall consist solely of the Services as described on Exhibit “A” attached to this Sixth Amendment. During the Sixth Programming Period, the term “Services” as used in the Existing Agreement shall mean the Services as described on Exhibit “A” attached to this Sixth Amendment.
- (b) Section 3 of the Existing Agreement is hereby modified to provide that as compensation for Park Subcontractor’s performance of the Services as described on Exhibit “A” attached to this Sixth Amendment during the Sixth Programming Period, Subcontractor shall be paid a fee (the “Sixth Programming Period Fee”), equal to the fee described in the line item entitled “BRV Fee Total” on Exhibit “B” attached to this Sixth Amendment, as its sole compensation. The Sixth Programming Period Fee shall be paid in monthly installments in the applicable monthly amounts described in Exhibit “B” attached hereto subject to and in accordance with Section 12 of the Existing Agreement; the applicable terms of the New AMA; and consistent with all required documentation supporting each requested monthly installment.

For the avoidance of doubt, (1) with respect to the Sixth Programming Period, all references to the term “Park Programming Fee” (as defined in Section 4.1.2 of the New AMA) shall be deemed to refer to the Sixth Programming Period Fee, and (2) with respect to the Sixth Programming Period, all references to the term “Roof Top Staffing and Management Fee” as used in Sections 3, 12(a), 12(d), 15, and 24(b) of the Existing Agreement shall be deemed to be replaced with the term “Sixth Programming Period Fee.”

- (c) The parties hereby acknowledge and agree that as provided in Section 4.1.2 of the New AMA, the Sixth Programming Period Fee does not include fees and expenses paid to third parties to perform park programming and events and marketing related to the Park, which fees and expenses are payable directly by TJPA to Park Subcontractor or third party vendor, as appropriate. The approved budget for the fees and expenses paid to third parties to perform park programming and events and marketing related to the Park for the final Fiscal Year of the New AMA Term (i.e., the 2025/2026 Fiscal Year) consist of the “Programming and events” line item and the “Marketing” line item set forth on Exhibit

“B” attached to this Sixth Amendment. The parties further clarify that for all purposes during the Sixth Programming Period the approved Park Subcontractor’s Expense Budget for purposes of Section 12(c) of the Original Agreement shall consist of the “Programming and events” line item and the “Marketing” line item set forth on Exhibit “B” attached to this Sixth Amendment. Monthly installments of the fees and expenses paid to third parties to perform park programming and events and marketing related to the Park for the Sixth Programming Period shall not exceed the applicable monthly amounts described in the “Programming and events” line item and the “Marketing” line item set forth in Exhibit “B” attached hereto, and shall otherwise be subject to the applicable terms of the Existing Agreement and the New AMA.

The Park Agreement is amended only to the extent expressly provided herein; all other provisions of the Park Agreement shall remain in full force and effect.

The individuals executing this Amendment No.6 to the Park Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 6 as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

**CONTRACTOR
BRV Corp.**

Adam Van de Water
Executive Director

Signature

Printed Name and Title

Approved as to Form by:

TJPA Legal Counsel

Transbay Joint Powers Authority
Board of Directors
Resolution No.: _____
Adopted: _____

Attest: _____
Secretary, TJPA Board

Attachments:

- Exhibit A: Park Management Scope of Services (Sixth Programming Period)
- Exhibit B: Fee and Approved Expense Budget (Sixth Programming Period)

EXHIBIT A

SALESFORCE PARK MANAGEMENT SCOPE OF SERVICES

I. Park Programming

- a. Develop and implement a diverse programming plan on a weekly, monthly, and seasonal calendar basis (see current Programming Schedule below).
- b. Develop and manage relationships with programming partners/content providers. a. Manage third-party programming partners/content providers.
- c. Develop Request for Qualifications bench of qualified and diverse programmers bi-annually.
- d. Manage programming partners to provide park programming.
- e. Procure Park amenities (e.g. games, art supplies, fitness equipment, etc.)
- f. Hire, train, and manage in-park program attendants/customer service staff.
- g. Attend and supervise park programs.
- h. Ensure quality control of park programs and provide evaluation and metrics of programming attendance, etc.

II. Events

- a. Manage the evaluation and processing of Programming Partner applications, in accordance with TJPA Event Policies and Guidelines.
- b. Attend, coordinate, manage, and administer in-house events.
- c. Provide advice and project guidance on the build-out of the P-1 space for event rentals, including providing input from a restaurant specialist and revenue generation specialist.
- d. Create an updated Event Guidelines and FAQs document for distribution to potential private event clients.
- e. Field inquiries from potential private event clients interested in using the P-1 event space and other park spaces, answering questions and providing correspondence in a timely manner.
- f. Negotiate terms of private event rental agreements (to be executed by TJPA) and ensure payment is made.
- g. Supervision and quality control of TJPA approved private events. a. Includes site preparation and executive supervision of private events; excludes labor for event setup, production, management, and breakdown.

III. Marketing and Communications

- a. Develop content and manage social media accounts (including Twitter, Instagram, and Facebook) and electronic newsletters.
- b. Develop content for use on TJPA's website.
- c. Coordinate community and government relations with TJPA.
- d. Provide assistance in drafting press releases and coordination of media outreach.

IV. Brand partnerships

- a. Fulfill sponsorship activations, including "experiential marketing" with final approval from TJPA.
 - i. Assist in the evaluation and processing of experiential marketing applications, including negotiation of fees and ensuring high quality experiential marketing and sponsorship activations.
 - ii. Includes planning, procurement, and executive supervision of experiential marketing events; excludes labor for event setup, production, management, and breakdown.

V. General Administration

- a. Development of an annual operating plan and budget.
- b. Conduct weekly meetings with TJPA staff.
 - i. Including weekly status updates to TJPA.
- c. Produce annual report on the previous year's operations and programming.
 - i. Including areas of success and need for improvement.

Current Programming Outline

- Weekly Programs, for Summer (12-15 weekly) and Winter (7-10 weekly)
 - Focused on:
 - Health and wellness
 - Childrens Activities
 - Art, Dance, and Musical performances
 - Hobbies and Interests
- Monthly Programs (3-5 monthly)
 - Focused on:
 - Garden/Park Tours
 - Educational (music, art, writing, etc.,)
- Special/Seasonal Programs (1 per Quarter or Season)
 - WinterFest (late Nov / early December)
 - Spring Celebration (late March / early April)
 - Summer Series Activities
 - Harvest Festival (Oct)

EXHIBIT B

FY25-26 Park Management Budget (final)
 Biederman Redevelopment Ventures (BRV)

BRV Expenses	FY25-26 Amount	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Park and Programming Management	\$ 550,596	\$ 55,000	\$ 51,000	\$ 47,000	\$ 54,000	\$ 42,000	\$ 55,596	\$ 35,500	\$ 35,500	\$ 35,500	\$ 37,500	\$ 51,000	\$ 51,000
Private Event Management	\$ 80,000	\$ 5,000	\$ 5,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 6,000	\$ 8,000	\$ 10,000
BRV Fee Total	\$ 630,596	\$ 60,000	\$ 56,000	\$ 55,000	\$ 62,000	\$ 50,000	\$ 63,596	\$ 39,500	\$ 40,500	\$ 40,500	\$ 43,500	\$ 59,000	\$ 61,000

Other Expenses	FY25-26 Amount	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Programming and Events (paid to performers)	\$ 340,000	\$ 52,500	\$ 78,500	\$ 39,000	\$ 44,000	\$ 6,000	\$ 28,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 8,500	\$ 26,500	\$ 37,000
Marketing (paid to 3rd party)	\$ 12,700	\$ 2,000	\$ 200	\$ 200	\$ 2,000	\$ 1,500	\$ 200	\$ 500	\$ 200	\$ 200	\$ 3,500	\$ 200	\$ 2,000
Other Expenses Total Not to Exceed	\$ 352,700	\$ 54,500	\$ 78,700	\$ 39,200	\$ 46,000	\$ 7,500	\$ 28,700	\$ 7,000	\$ 6,700	\$ 6,700	\$ 12,000	\$ 26,700	\$ 39,000

Grand Total Park Programming Expenses	\$ 983,296
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