

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.4**  
**FOR THE MEETING OF: July 9, 2026**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute an eighth amendment to the agreement for Park Programming and Management services with Biederman Redevelopment Ventures (BRV) for compensation of up to \$325,000 through November 30, 2026, to maintain continuity of services while a new procurement process is completed.

**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.

On September 11, 2025, the TJPA Board of Directors adopted Resolution No. 25-030, authorizing the Executive Director to execute Amendment No. 6 to the Park Subcontracting Agreement, which added a Sixth Programming Period and a Fiscal Year 2025-2026 budget of \$630,596, and identified separate “Programming and Events” and “Marketing” line items for fees and expenses paid to third parties for park programming, events, and marketing related to the Park.

On January 16, 2026, pursuant to Board Policy No. 001 (Procurement Policy), the TJPA and BRV executed Amendment No. 7, which increased total compensation by \$39,000 for programming materials and supplies, bringing the total for the Sixth Programming Period to \$669,596.

The current Park Subcontracting Agreement term expires June 30, 2026. To maintain continuity of services while the TJPA completes a new competitive procurement, staff propose Amendment No. 8, which would extend the term of the Park Subcontracting Agreement to November 30, 2026; and increase the maximum compensation under the Agreement by \$325,000, for a new total maximum compensation of \$4,514,598. The monthly cost of service of roughly \$65,000 average per month, and the scope of services remains unchanged.

BRV has performed satisfactorily to date, and staff recommend retaining BRV to perform Park Programming and Management services through November 30, 2026 at the negotiated price of \$325,000, in the form attached.

**RECOMMENDATION:**

Authorize the Executive Director to execute an eighth amendment to the agreement for Park Programming and Management services with BRV for up to \$325,000.00.

**ENCLOSURES:**

1. Resolution
2. Amendment No. 8

**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, On September 11, 2025, the TJPA Board of Directors adopted Resolution No. 25-030, authorizing the Executive Director to execute Amendment No. 6 to the Park Subcontracting Agreement, which added a Sixth Programming Period and a Fiscal Year 2025-2026 budget; and

WHEREAS, On January 16, 2026, pursuant to Board Policy No. 001 (Procurement Policy), the TJPA and BRV executed Amendment No. 7, increasing total compensation by \$39,000, for a total of \$669,596 for the Sixth Programming Period; 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 extend the term of the Park Subcontracting Agreement from July 1, 2026 to November 30, 2026, and increase the maximum compensation under the Agreement by \$325,000, for a new total maximum compensation of \$4,514,598, in the form presented; now, therefore, be it

RESOLVED, That the Board authorizes the Executive Director to execute an eighth amendment to the agreement for Park Programming and Management services with Biederman Redevelopment Ventures in the form presented for compensation of up to \$325,000 for the Seventh Programming Period (July 1, 2026 through November 30, 2026).

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 9, 2026.

---

Secretary, Transbay Joint Powers Authority

**Amendment No. 8**  
**Park Subcontracting Agreement between**  
**the Transbay Joint Powers Authority and**  
**BRV Corp.**

THIS Amendment No. 8 (or the “Eighth 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”), the Sixth Amendment to Park Subcontracting Agreement effective as of July 1, 2025 (the “Sixth Amendment”), the Seventh Amendment to the Park Subcontracting Agreement effective January 16, 2026 (the “Seventh 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, 2026 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. On September 11, 2025, the TJPA Board of Directors adopted Resolution No. 25-030, which authorized the TJPA’s Executive Director to execute Amendment No. 6 to the

Park Agreement to add the “Sixth Programming Period” and “Sixth Programming Period Fee” to the Park Agreement; Amendment No. 6 additionally identified a “Programming and events” line item and “Marketing” line item for fees and expenses paid to third parties to perform park programming and events and marketing related to the Park.

- F. On January 16, 2026, with the authority vested in the Executive Director per to Board Policy No. 001 (Procurement Policy) for an up to 10% increase in the total amount and term of contract, the TJPA and Contractor executed Amendment No. 7, which increased the Sixth Programming Period Fee by \$39,000, bringing the total contract amount to \$4,189,598.
- G. The TJPA and Contractor wish to amend the Park Agreement to increase the maximum compensation amount under the Agreement by \$325,000 for a new total compensation amount of \$4,514,598, without changing the scope of work, and extend the term of the Park Agreement to November 30, 2026, without changing the scope of the Service Agreement to maintain continuity of services while a new procurement process is completed.
- H. On July 9, 2026, the TJPA Board of Directors adopted Resolution No. \_\_\_\_\_ authorizing the TJPA’s Executive Director to execute Amendment No. 8 to the Agreement.
- I. The TJPA and Contractor intend that this Amendment No. 8 to the Park Agreement complies with the regulations of the United States Department of Transportation (“USDOT”).

### **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~~ 2026 and ending ~~June~~ November 30, 2026 (the “~~Sixth~~ Seventh Programming Period”), the Services to be performed by Park Subcontractor shall consist solely of the Services as described on Exhibit “A” attached to ~~this~~ the Sixth Amendment. During the ~~Sixth~~ Seventh Programming Period, the term “Services” as used in the Existing Agreement shall mean the Services as described on Exhibit “A” attached to ~~this~~ the Sixth Amendment.

(b) Section 3 of the Existing Agreement is hereby modified to provide that as compensation of up to ~~Six Hundred, Sixty Nine Thousand, Five Hundred Ninety Six Dollars (\$669,596)~~ Three Hundred Twenty Five Thousand Dollars (\$325,000) for Park Subcontractor’s performance of the Services as described on Exhibit “A” attached to ~~this~~ the Sixth Amendment during the ~~Sixth~~ Seventh Programming Period, Subcontractor shall be paid a fee (the “~~Sixth~~ Seventh Programming Period Fee”), equal to the fee described in the line item entitled “BRV Fee Total” on Exhibit “B” attached to this Eighth Amendment, as its sole compensation. The ~~Sixth~~ Seventh 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~~ **Seventh** 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~~ **Seventh** Programming Period Fee, and (2) with respect to the ~~Sixth~~ **Seventh** 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~~ **Seventh** Programming Period Fee.”

- (c) The parties hereby acknowledge and agree that as provided in Section 4.1.2 of the New AMA, the ~~Sixth~~ **Seventh** 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 **Seventh Programming Period** consist of the “Programming and events” line item and the “Marketing” line item set forth on Exhibit “B” attached to this Eighth Amendment. The parties further clarify that for all purposes during the ~~Sixth~~ **Seventh** 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 Eighth 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~~ **Seventh** 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.

II. Exhibit B: Fee and Approved Expense Budget (~~Sixth~~ **Seventh** Programming Period) of the Park Agreement is attached hereto.

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. 8 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. 8 as of the day first mentioned above.

**TRANSBAY JOINT POWERS  
AUTHORITY**

**CONTRACTOR  
BRV Corp.**

\_\_\_\_\_  
Adam Van de Water  
Executive Director

\_\_\_\_\_  
Dan Biederman  
President

**Approved as to Form by:**

\_\_\_\_\_  
TJPA Legal Counsel

Transbay Joint Powers Authority  
Board of Directors  
Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Attest:

\_\_\_\_\_  
Secretary, TJPA Board

Attachment:

Exhibit B: Fee and Approved Expense Budget (~~Sixth~~ **Seventh** Programming Period)

FY26-27 Park Management Budget (Amendment 8)  
 Biederman Redevelopment Ventures (BRV)

**Exhibit B**

<b>BRV Expenses</b>	<b>FY26-27 Amount</b>	<b>Jul-26</b>	<b>Aug-26</b>	<b>Sep-26</b>	<b>Oct-26</b>	<b>Nov-26</b>
Park and Programming Management Including Supplies	\$ 291,000	\$ 60,000	\$ 65,000	\$ 56,500	\$ 60,500	\$ 49,000
Private Event Management	\$ 34,000	\$ 6,000	\$ 7,000	\$ 6,000	\$ 7,000	\$ 8,000
<b>BRV Fee Total</b>	<b>\$ 325,000</b>					

<b>Other Expenses*</b>	<b>FY26-27 Amount</b>	<b>Jul-26</b>	<b>Aug-26</b>	<b>Sep-26</b>	<b>Oct-26</b>	<b>Nov-26</b>
Programming and Events (paid directly to performers)	\$ 205,000.00	\$ 42,500	\$ 78,500	\$ 39,000	\$ 39,000	\$ 6,000
Marketing (paid to 3rd party)	\$ 5,900.00	\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 1,500.00
<b>Other Expenses Total</b>	<b>\$ 210,900</b>					

<b>Grand Total Park Programming Expenses (July to November 2026)</b>	<b>\$ 535,900</b>
--	-------------------