

Meeting Agenda

Bay Area Headquarters Authority

Sue Noack, Chair Stephanie Moulton-Peters, Vice Chair

Wednesday, May 27, 2026

9:50 AM

Board Room - 1st Floor

The Bay Area Headquarters Authority (BAHA) is scheduled to meet at 9:50 a.m. or immediately following the preceding meeting, whichever occurs later.

This meeting shall consist of a simultaneous teleconference call at the following location(s):
City Clerk's Conference Room, Mountain View City Hall, Third Floor, 500 Castro Street,
Mountain View, CA 94041

Meeting attendees may opt to attend in person for public comment and observation at 375 Beale Street, Board Room (1st Floor). In-person attendees must adhere to posted public health protocols while in the building. The meeting webcast will be available at <https://mtc.ca.gov/whats-happening/meetings/live-webcasts>. Members of the public are encouraged to participate remotely via Zoom at the following link or phone number.

Attendee Link: <https://bayareametro.zoom.us/j/86530213760>

iPhone One-Tap: US:

+16694449171,,86530213760# US or +16699006833,,86530213760# US (San Jose)

Join by Telephone (for higher quality, dial a number based on your current location) US:
888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 865 3021 3760

International numbers available: <https://bayareametro.zoom.us/j/kdd2aFUEUD>

Members of the public participating by Zoom wishing to speak should use the "raise hand" feature or dial *9. When called upon, unmute yourself or dial *6. In order to get the full Zoom experience, please make sure your application is up to date.

All standing committee meeting agendas may also be accessed on

MTC's website here: <https://mtc.ca.gov/meetings-events>

On Legistar here: <https://mtc.legistar.com/Calendar.aspx>

Detailed instructions on participating via Zoom are available at:

<https://bayareametro.zoom.us/j/kdR1hznEgA>

<https://mtc.ca.gov/how-provide-public-comment-board-meeting-zoom>

Members of the public may participate by phone or Zoom during the meeting. In order to be posted to the meeting's web page and circulated to committee members prior to the meeting, written comments must be sent by email at info@bayareametro.gov by 5:00 p.m. two (2) business days before the scheduled meeting date. Please include the committee or board meeting name and agenda item number in the subject line.

All comments received will be submitted into the record.

Roster:

Sue Noack (Chair), Stephanie Moulton-Peters (Vice Chair),
Margaret Abe-Koga, Amber Manfree, Nate Miley, Gina Papan

1. Call to Order / Roll Call / Confirm Quorum

A quorum of the Authority shall be a majority of its voting members (4).

2. Chair's Report**3. Consent Calendar**

- 3a.** [26-0207](#) Approval of the Authority Minutes of the January 28, 2026 meeting
- Action:** Authority Approval
- Attachments:** [3a 26-0207 January 28 2026 Draft BAHA Minutes.pdf](#)
-
- 3b.** [26-0631](#) Fiscal Year (FY) 2025-26 Bay Area Headquarters Authority (BAHA)
 Statement of Revenues and Expenses for the Period Ended March 31,
 2026 (Unaudited)
- Action:** Information
- Presenter:** Grace Martinez
- Attachments:** [3b 26-0631 1 BAHA FY2025 26 March Financials Final.pdf](#)
 [3b 26-0631 2 BAHA FY2025 26 March Financial Statement.pdf](#)
-
- 3c.** [26-0634](#) Contract Amendment - Webcasting Production Services: Network
 Television Time Inc. (NTT) (\$594,000)
- Action:** Authority Approval
- Presenter:** Jess Thomas
- Attachments:** [3c 26-0634 Summary Sheet Multilingual Webcast Services.pdf](#)
 [3c 26-0634 Public Comment Anonymous.pdf](#)

4. Authority Information

- 4a.** [26-0504](#) Draft Bay Area Headquarters Authority (BAHA) Fiscal Year (FY)
 2026-27 Operating and Capital Budget
- An informational presentation to the Authority of the Draft BAHA FY
 2026-27 Operating and Capital Budgets.
- Action:** Information
- Presenter:** Ilesha Spencer
- Attachments:** [4a 26-0504 1 Summary Sheet BAHA Draft FY2026 27 Budgets.pdf](#)
 [4a 26-0504 2 BAHA Draft FY2026 27 Budget Attachments.pdf](#)
 [4a 26-0504 3 Presentation BAHA Draft FY 2026 27 Budget.pdf](#)

5. Public Comment / Other Business

*Commissioners and members of the public participating by Zoom wishing to speak should use the "raise hand" feature or dial *9. When called upon, unmute yourself or dial*

**6.*

6. Adjournment / Next Meetings:

The next regular meeting of the Bay Area Headquarters Authority is scheduled to be held at the Bay Area Metro Center, 375 Beale Street, San Francisco on Wednesday, June 24, 2026. Any changes to the schedule will be duly noticed.

Public Comment: The public is encouraged to comment on agenda items at Authority meetings by completing a request-to-speak card (available from staff) and passing it to the Authority secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

Meeting Conduct: If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Authority may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

Record of Meeting: Authority meetings are recorded. Copies of recordings are available at a nominal charge, or recordings may be listened to at MTC offices by appointment. Audiocasts are maintained on MTC's Web site (mtc.ca.gov) for public review for at least one year.

Accessibility and Title VI: MTC provides services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address Commission matters. For accommodations or translations assistance, please call 415.778.6757 or 415.778.6769 for TDD/TTY. We require three working days' notice to accommodate your request.

可及性和法令第六章: MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 415.778.6757 或 415.778.6769 TDD / TTY。我們要求您在三個工作日前告知，以滿足您的要求。

Acceso y el Título VI: La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Comisión. Para solicitar asistencia, por favor llame al número 415.778.6757 o al 415.778.6769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Attachments are sent to Authority members, key staff and others as appropriate. Copies will be available at the meeting.



Metropolitan Transportation Commission

Legislation Text

375 Beale Street, Suite 800
San Francisco, CA 94105

File #: 26-0207, **Version:** 1

Subject:

Approval of the Authority Minutes of the January 28, 2026 meeting

Recommended Action:

Authority Approval



Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Meeting Minutes

Bay Area Headquarters Authority

Sue Noack, Chair Stephanie Moulton-Peters, Vice Chair

Wednesday, January 28, 2026

9:45 AM

Board Room - 1st Floor

Roster:

**Sue Noack (Chair), Stephanie Moulton-Peters (Vice Chair),
Margaret Abe-Koga, Amber Manfree, Nate Miley, Gina Papan**

Chair Noack called the meeting to order at approximately 1:29 p.m.

1. Call to Order / Roll Call / Confirm Quorum

Present: 5 - Commissioner Manfree, Commissioner Miley, Vice Chair Moulton-Peters, Chair Noack and Commissioner Papan

Absent: 1 - Commissioner Abe-Koga

2. Chair's Report

There was nothing to report.

3. Consent Calendar

Upon the motion by Commissioner Papan and seconded by Vice Chair Moulton-Peters, this was approved the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Commissioner Manfree, Commissioner Miley, Vice Chair Moulton-Peters, Chair Noack and Commissioner Papan

Absent: 1 - Commissioner Abe-Koga

3a. [25-1344](#) Approval of the Authority Minutes of the September 24, 2025 meeting

Action: Authority Approval

3b. [26-0115](#) Contract Amendment - Furniture Procurement Services: KBM Office Equipment Inc. (\$300,000)

Action: Authority Approval

Presenter: Evelyn Moran

4. Public Comment / Other Business

5. Adjournment / Next Meetings:

The next regular meeting of the Bay Area Headquarters Authority is scheduled to be held at the Bay Area Metro Center, 375 Beale Street, San Francisco on Wednesday, February 25, 2026. Any changes to the schedule will be duly noticed.



Metropolitan Transportation Commission

Legislation Text

375 Beale Street, Suite 800
San Francisco, CA 94105

File #: 26-0631, **Version:** 1

Subject:

Fiscal Year (FY) 2025-26 Bay Area Headquarters Authority (BAHA) Statement of Revenues and Expenses for the Period Ended March 31, 2026 (Unaudited)

Presenter:

Grace Martinez

Recommended Action:

Information

Bay Area Headquarters Authority

BAHA

May 27, 2026

Agenda Item 3b - 26-0631

Fiscal Year (FY) 2025-26 Bay Area Headquarters Authority (BAHA) Statement of Revenues and Expenses for the Period Ended March 31, 2026 (Unaudited)

Subject:

Statement of Revenues and Expenses for the Period Ended March 31, 2026 (unaudited).

Background:

In October 2011, BAHA acquired the office facility at 375 Beale Street, San Francisco, now named Bay Area Metro Center (BAMC). BAHA is responsible for the management, operation, and maintenance of BAMC, including sales (of condominium interest in BAMC) and leasing activity. Cushman & Wakefield of California, Inc. (C&W) was contracted by BAHA to provide the day-to-day property management services. Three agencies, MTC, Bay Area Air Quality Management District (BAAQMD), and Association of Bay Area Governments (ABAG) formed a condominium corporation and occupy levels two and five to eight of BAMC. Office space on levels two to five has been leased out to commercial tenants.

Operating Revenues:

BAHA's total operating revenues reached \$10.5 million as of March 31, 2026, a decrease of \$2.2 million compared to the prior year-to-date actual. The common area and shared services assessment fees paid by the condominium owners decreased by \$0.6 million, and the rental income decreased by \$1.6 million due to the expiration of a commercial lease contract.

Operating Expenses:

As of March 31, 2026, total operating expenses were \$9.9 million, which was \$0.2 million higher than the prior year-to-date actual.

Non-operating Revenues and Expenses:

BAHA's total non-operating revenues and expenses resulted in a net revenue of \$0.2 million, a decrease of \$0.8 million from prior year-to-date actual. This decrease in net revenue was due to a

\$0.5 million decrease in interest and other nonoperating revenues and a \$0.3 million increase in non-operating expenses.

Budget Updates:

For the 9-month period ended March 31, 2026, operating and non-operating revenue were largely in line with budget at 77.2% and 75.8%, respectively. Rental income is 74.7% of budget, which is as expected. Interest income of \$0.8 million is 86.6% of budget due to higher than anticipated interest yields.

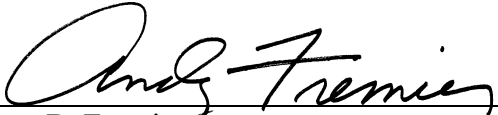
Operating expenses of \$9.9 million were 57.4% of the budget, which is in line with expectations due to delays in invoice processing. Expenses are expected to be more aligned with the budget towards the end of the fiscal year.

Recommendations:

None. Information only.

Attachments:

- Attachment A: BAHA Statement of Revenues and Expenses for the Period Ended March 31, 2026 (unaudited)



Andrew B. Fremier

STATEMENT OF REVENUES AND EXPENSES
Fiscal Year 2026
For the Period Ended March 31, 2026

	CURRENT ACTUAL	PRIOR YEAR ACTUAL	\$ VARIANCE	% VARIANCE	APPROVED BUDGET	ANNUAL % OF BUDGET
OPERATING REVENUE						
Rental income	3,362,361	4,937,673	(1,575,312)	-31.9%	4,502,206	74.7%
Assessment fees	6,691,802	7,306,081	(614,280)	-8.4%	8,922,402	75.0%
Other operating revenues	493,781	510,299	(16,518)	-3.2%	233,027	211.9%
TOTAL OPERATING REVENUE	10,547,944	12,754,053	(2,206,109)	-17.3%	13,657,635	77.2%
OPERATING EXPENSES						
Salaries and benefits	1,272,040	1,470,663	(198,623)	-13.5%	2,418,546	52.6%
Professional fees	288,955	491,973	(203,018)	-41.3%	1,451,059	19.9%
Repairs and maintenance	1,608,630	1,331,756	276,874	20.8%	2,334,958	68.9%
Property management service	396,648	382,893	13,755	3.6%	498,745	79.5%
Insurance	324,017	310,147	13,870	4.5%	456,082	71.0%
Security	1,122,678	946,577	176,101	18.6%	1,635,372	68.6%
Cleaning service	1,295,494	1,370,792	(75,298)	-5.5%	2,202,130	58.8%
Utilities	893,897	892,400	1,497	0.2%	1,088,151	82.1%
Computer maintenance and services	1,335,761	978,335	357,426	36.5%	2,444,169	54.7%
Supplies and equipment rental	80,267	107,691	(27,425)	-25.5%	277,500	28.9%
Overhead	621,540	643,950	(22,410)	-3.5%	986,607	63.0%
Other	706,387	847,926	(141,539)	-16.7%	1,537,825	45.9%
TOTAL OPERATING EXPENSES	9,946,314	9,775,103	171,211	1.8%	17,331,144	57.4%
OPERATING INCOME (LOSS)	601,630	2,978,950	(2,377,320)	-79.8%	(3,673,509)	-16.4%
NONOPERATING REVENUES (EXPENSES)						
Interest income	783,890	1,376,324	(592,434)	-43.0%	905,670	86.6%
Other nonoperating revenues	174,880	125,801	49,079	39.0%	359,524	48.6%
Nonoperating expenses	(759,396)	(458,721)	(300,675)	65.5%	See Note*	-
TOTAL NONOPERATING REVENUES (EXPENSES)	199,374	1,043,404	(844,030)	-80.9%	1,265,194	15.8%
NET SURPLUS / (DEFICIT) before depreciation	801,004	4,022,354	(3,221,350)	-80.1%	(2,408,315)	-33.3%

* Non operating expenses are part of BAHA's Building Improvement Budget, available until expended. Life to date expenditures thru 3/31/2026 are \$4,532,425.



Metropolitan Transportation
Commission
Legislation Text

375 Beale Street, Suite 800
San Francisco, CA 94105

File #: 26-0634, **Version:** 1

Subject:

Contract Amendment - Webcasting Production Services: Network Television Time Inc. (NTT)
(\$594,000)

Presenter:

Jess Thomas

Recommended Action:

Authority Approval

**Bay Area Headquarters Authority
BAHA**

May 27, 2026

Agenda Item 3c - 26-0634

Contract Amendment – Webcasting Production Services:

Network Television Time Inc. (NTT) (\$594,000)

Subject:

Authorization to negotiate and enter into a contract amendment in an amount not to exceed \$594,000 with Network Television Time Inc. (NTT) to provide multilingual webcasting and related language-access services for a new total contract amount of \$12,215,876 through fiscal year 2027-2028.

Background:

In June 2020, the Bay Area Headquarters Authority (BAHA) approved a contract with NTT for webcasting, agenda management, and closed captioning services for public meetings, utilizing a U.S. General Services Administration (GSA) cooperative procurement that satisfies BAHA’s competitive procurement requirements. Since 2016, NTT has provided public broadcast services for public meetings and AV and logistical support for in-person events at the Bay Area Metro Center (BAMC), supporting compliance with the Ralph M. Brown Act and enabling robust public participation.

To further advance BAHA’s transparency and accessibility goals, staff recommends expanding services in fiscal year 2026-27 to include dedicated multilingual webcasting features focused on Spanish and Chinese language access, in both audio and caption formats. This initiative is aligned with BAHA’s and BAMC partner agencies’ commitments to equitable, inclusive public engagement and responds to community needs by making proceedings more accessible to Limited English Proficient (LEP) residents.

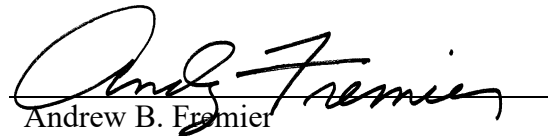
The proposed amendment of \$594,000 (\$297,000 per fiscal year) for FY 2026-27 and FY 2027-28 will provide funding for NTT to implement and operate multilingual webcasting capabilities for meetings of the Metropolitan Transportation Commission (MTC), the Association of Bay Area Governments (ABAG), Air District (BAAD), and the Bay Conservation and Development Commission (BCDC). Under this amendment, NTT will offer Spanish and Chinese in both audio and caption formats for all public meetings, integrate language selection options into the

existing webcasting platform, and provide technical and production support to ensure high-quality multilingual delivery to the public. These enhancements will help reduce language barriers, broaden meaningful participation, and reinforce the agencies' role as open, responsive stewards of regional decision-making. Funding is contingent upon annual agency budget approval.

Neither NTT, nor its subcontractors, are small business enterprises.

Recommendations:

Staff recommends that the Authority authorize the Executive Director or their designee to negotiate and enter into a contract amendment with NTT to add an amount not to exceed \$594,000 through fiscal year 2027-28, to provide multilingual webcasting and associated language-access services, including Spanish and Chinese audio and caption offerings, as part of BAHA's webcasting production program.


Andrew B. Fremier

Request for Committee Approval

Summary of Proposed Contract Amendment

Work Item No.: 9120

Consultant: Network Television Time (NTT)
Westlake Village, CA

Work Project Title: Multilingual Webcasting Services

Purpose of Project: Webcast, Video Production

Brief Scope of Work: Multilingual Webcasting and captioning as noted in summary sheet.

Project Cost Not to Exceed: \$594,000 this amendment
Previous approved contract amount: \$11,621,876
Total not to exceed amount after this amendment: \$12,215,876

Funding Source: BAHA operating budget, MTC funds, SSO funds, BAAD funds, and BCDC funds.

Fiscal Impact: Funding is subject to annual agency budget approval, to be reimbursed in part by BAAD and BCDC.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract amendment with Network Television Time to provide multilingual webcasting services as described above and in the Bay Area Headquarters Authority Summary Sheet dated May 27, 2026 and that the Chief Financial Officer is authorized to set aside \$594,000 for such amendment.

Bay Area Headquarters
Authority:

Sue Noack, Chair

Approved: May 27, 2026

From: [REDACTED]

Sent: Monday, May 25, 2026 5:19 PM

To: MTC-ABAG Info

Cc: Belia Ramos; gpapan.mtc@gmail.com; bosdist4@acgov.org; melgarstaff@sfgov.org; MHMashburn@SolanoCounty.com; Amber.Manfree@countyofnapa.org; a.john-baptiste; Dorene Giacopini; vfleming@srcity.org; mezzyashcraft@alamedaca.gov; ncorzo@smcgov.org; pat@patburt.org; Candace Anderson; Ambuehl, David@DOT; eddie.ahn.mtc@gmail.com; District5@bos.sccgov.org; snoack@pleasanthillca.org

Subject: Fw: Public Comment for Bay Area Headquarters Authority - May 27, 2026 - Item 3c

External Email

Members of the Board,

I am submitting this public comment regarding Agenda Item 3c, which requests authorization for an additional \$594,000 amendment with Network Television Time, Inc. (NTT) for multilingual webcasting services. I respectfully ask the Board to request clarification from staff on two matters before voting to approve this amendment.

1. Multilingual Webcasting Was Already Scoped in the Existing Contract

Amendment No. 6 to the BAHA-NTT Professional Services Agreement, executed June 17, 2025, already includes a "Multi-language Webcasting Project " in Attachment A-2 (Special Projects) for FY 2025-26, with a detailed scope of work calling for live webcasting in English plus two additional languages, on-demand translated archives, and support for additional languages. A budget of up to \$538,000 was allocated for Special Projects in that fiscal year.

Before authorizing an additional \$594,000 for what appears to be substantially similar services, I would ask staff to explain:

- * What specifically distinguishes the proposed Amendment 7 scope from the multilingual webcasting already scoped in Attachment A-2 of Amendment 6?
- * Was the FY 25/26 Special Projects budget insufficient to implement multilingual webcasting, and if so, why?
- * Is the board being asked to fund services that were already contemplated and budgeted under the existing contract?

These are reasonable questions of fiscal stewardship that I believe the Board should have answered before approving additional funds.

2. Request for Clarification on Labor Classification and Prevailing Wage Compliance

The BAHA-NTT contract is issued under GSA Schedule contract #47QTCA20D0083, which incorporates FAR clause 52.222-41 (Service Contract Labor Standards). This clause requires that service employees performing work under the contract be paid prevailing wages and fringe benefits in accordance with applicable Department of Labor wage determinations.

NTT is currently billing BAHA at the GSA "Equipment Ops " rate of \$213.74 per hour (after the MFC State & Local Government discount) for the workers who operate AV and broadcast equipment at the Bay Area Metro Center. However, NTT has recently posted a job listing for a "Government Meeting Video Director"— a live switcher and PTZ camera operator role performing on-site services at 375 Beale Street — at a wage of \$37–\$44 per hour, with no mention of benefits.

Based on a review of the GSA price list and labor category descriptions incorporated into NTT's GSA contract, the "AV Equipment Engineer " classification — upon which the billing rate is based — requires a bachelor's degree and a minimum of seven years of directly related experience. The job posting in question does not reflect those qualifications, suggesting the workers performing these services may be classified and compensated at a lower level than the labor category being billed to BAHA.

I am not alleging fraud or intentional wrongdoing. However, I respectfully ask the Board to request that staff confirm the following before approving additional contract funds:

- * Has BAHA verified that NTT is in compliance with FAR 52.222-41, including payment of prevailing wages and required fringe benefits to service employees performing work under this contract?
- * Do the labor categories being billed to BAHA accurately reflect the classifications of the workers actually performing the services?
- * Has BAHA reviewed NTT's certified payroll records or requested documentation of wage compliance as permitted under the contract?

These are routine contract oversight questions, and I believe it is appropriate for the Board to have answers before authorizing a contract expansion totaling over \$12 million.

BAHA/NTT Contract, relevant GSA Contracts, and screenshots of the job posting are attached.

Here is a link to the old job ad.

<https://www.indeed.com/viewjob?jk=7777693d02045503 &from=appshareios>

Thank you for your consideration.

Submitted anonymously in the public interest

AMENDMENT NO. 6
To PROFESSIONAL SERVICES AGREEMENT
Between BAY AREA HEADQUARTERS AUTHORITY
And NETWORK TELEVISION TIME, INC.
For WEBCASTING PRODUCTION SERVICES

THIS AMENDMENT, effective as of June 17, 2025, is Amendment No. 6 to the Agreement by and between BAY AREA HEADQUARTERS AUTHORITY (BAHA) and NETWORK TELEVISION TIME, INC. (CONSULTANT), dated July 1, 2020, and as amended July 1, 2021, June 1, 2022, January 25, 2023, July 26, 2023, and December 9, 2024.

NOW, THEREFORE, the parties agree to modify the subject Agreement as indicated below. Where modifications have been made, added text is indicated in italics, deleted text is indicated in strikethrough format.

1. Article 3.0, COMPENSATION AND METHOD OF PAYMENT, is revised, in part, to increase the Maximum Payment under the Agreement by six million five hundred forty two thousand three hundred fifty eight dollars (\$6,542,358) to eleven million six hundred twenty one thousand eight hundred seventy six dollars (\$11,621,876).

2. Article 2.0, PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence on or after July 1, 2020 and shall be completed no later than *June 30, 2028* unless extended by a duly executed amendment or earlier terminated, as hereinafter provided. Performance of any services after June 30, 2021 is subject to the inclusion of funding in future BAHA budgets. CONSULTANT's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference. This contract utilizes the consultant's U.S. General Services Administration, (GSA) contract #47QTCA20D0083. This contract Period of Performance is congruent with the GSA Period of Performance, which equals a base period of five (5) years, plus three (3) five-year options, based upon mutual approval between MTC and Network Television Time, Inc.

3. ATTACHMENT A, SCOPE OF WORK is deleted in its entirety and replaced with ATTACHMENT A, SCOPE OF WORK, Revised July 1, 2025, attached hereto as.

4. ATTACHMENT C, COMPENSATION AND METHOD OF PAYMENT is deleted in its entirety and replaced with ATTACHMENT C, COMPENSATION AND METHOD OF PAYMENT, Revised July 1, 2025, attached hereto.

5. Retention of Contract Provisions. Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the Effective Date written above.

BAY AREA HEADQUARTERS AUTHORITY

DocuSigned by:
Andrew B Fremier
8584B49D6DE64E9...

Andrew B. Fremier, Executive Director

NETWORK TELEVISION TIME, INC.

DocuSigned by:
Bruce Arditte
739E278E63AB475...

Bruce Arditte, Senior Account Manager

ATTACHMENT A, SCOPE OF WORK, Revised July 1, 2025**1. MINIMUM SERVICES**

On a monthly basis, the CONSULTANT shall provide the following standard minimum services.

1.1 Managed Webcasting Service

- CONSULTANT shall provide managed webcast production services and closed captioning which include the following items listed in this Scope of Work Document. BAHA shall be expected to provide direction to CONSULTANT only, and no BAHA staff shall be required to enable successful webcasting of meetings.
- CONSULTANT shall provide staffing to enable the successful webcasting of **all** scheduled meetings (no minimums, no maximums);

1.2 Webcast and AV System Maintenance Checks

- CONSULTANT shall provide routine equipment maintenance checks, as may be needed, for all webcast related equipment;
- CONSULTANT shall provide staffing to enable the successful webcasting of all scheduled meetings (no minimums, no maximums);
- CONSULTANT shall provide a backup solution for live webcasting of all events originating from the Main Boardroom, Yerba Buena and Temescal meeting rooms.
- CONSULTANT shall provide a backup solution for video archives on-demand for all events originating from the Main Boardroom, Yerba Buena and Temescal meeting rooms. On-demand clips can be uploaded to the system for on-demand access.
- Overall evaluation of system condition for AV assets on agency floor 1.
- CONSULTANT shall provide routine equipment maintenance checks, as may be needed, for all webcast related equipment;
- CONSULTANT shall provide monthly maintenance on AV components on floor 1, applicable to the Main Boardroom, Yerba Buena, Temescal, Claremont, and Mission meeting rooms. Components that are part of BAHA's infrastructure are excluded from the maintenance plan.

- Service shall include general monthly maintenance system checks of equipment and troubleshooting of issues identified via checks or ticket.
- Cabling (missing or damaged), cleaning of vents/fans for cooling airflow.
- System operational checks (placing phone and video calls).
- Overall evaluation of system condition for AV assets on agency floor 1.
- **Components**
 - Audio Visual connections
 - Assisted Listening Equipment
 - Displays and monitors
 - Component Cables/Power Supplies
- CONSULTANT, through routine system checks, is responsible for identifying equipment problems and alerting BAHA to non-working equipment issues.
- CONSULTANT shall provide engineering trouble shooting investigation when any non- working equipment issue arises, as identified in routine checks. A plan for resolution will quickly be provided to BAHA for approval.
- CONSULTANT shall provide Broadcast Engineering services to accomplish the following tasks:
 - **Live Webcasting & Production Support – 35%**
 - Monitor, operate, and troubleshoot approximately 20 hours per week of live webcast events. Ensure seamless execution and recording from control room to streaming endpoint.
 - **Equipment Servicing (Scheduled and Unscheduled Repairs) – 25%**
 - Perform diagnostics, address technical failures, and complete necessary equipment repairs to maintain operational uptime.
 - **Preventive Maintenance & System Upgrades – 25%**
 - Conduct regular maintenance, system health checks, and firmware updates. Support the planning and implementation of necessary upgrades to broadcast systems.

- **Engineering Documentation & Procurement Coordination – 15%**
 - Maintain updated schematics, wiring diagrams, and signal flow documentation. Assist with procurement, inventory tracking, and vendor communications.

1.3 Pre-Production For Webcasting:

- CONSULTANT shall upload a BAHA provided meeting agenda for each scheduled meeting;
- CONSULTANT shall perform production testing of all webcast systems prior to each scheduled meeting;
- CONSULTANT shall prepare on-screen names and other graphics for each scheduled meeting;
- CONSULTANT shall provide a “single point” of contact, (CONSULTANT Project Manager) for all meetings.

1.4 Production For Webcasting:

- CONSULTANT shall produce and provide staff to successfully enable a webcast from any or all broadcast-enabled rooms, as needed;
- CONSULTANT staff shall operate multi-camera system for webcast from any or all broadcast-enabled rooms;
- CONSULTANT staff shall operate meetings remotely via video conferencing solution of BAHA’s choice, or a similar system as approved by MTC;
- CONSULTANT staff shall operate meetings that include participants that are fully in-person, fully remote, or a combination, and in compliance with applicable laws and/or regulations; and as directed by MTC.
- CONSULTANT shall integrate opening meeting graphics, as needed;
- CONSULTANT shall integrate closed session graphics, as needed;
- CONSULTANT shall integrate end of meeting graphics, as needed.
- CONSULTANT shall integrate captioning in English.

1.5 Post Production For Webcasting:

- CONSULTANT shall index (time stamp) each meeting by meeting agenda item, and provide to BAHA for viewing, as required;
- CONSULTANT shall schedule the next meeting event, as required.

1.6 Opening and Managing Webcasting Production & AV Support Management Services Trouble Ticket(s); On-Call Maintenance and Repair:

- CONSULTANT Project Manager and staff shall have primary responsibility for opening and managing any Webcasting Production “trouble ticket” that must be opened as defined in (ATTACHMENT A-1 – TECHNICAL SUPPORT MODEL DEFINITIONS). All Tier 1 support and management of Tier 1, 2, and 3 cases is included in the MINIMUM SERVICES. This responsibility is for all services covered under the scope of work, and does not pertain to other services, retained or integrated by BAHA, previously, currently, or in the future. CONSULTANT and BAHA can agree on altering this provision of responsibility at any time.

1.7 Presentation Management

- CONSULTANT will provide support for in-meeting presentations. This responsibility includes the loading of PowerPoint or other format presentations on a BAHA provided computer, as mutually agreed upon; as well as the projection of the presentation on the appropriate room’s presentation screen(s) or managing the presentation remotely via video conferencing solution of BAHA’s choice.

1.8 AV Support and Training

NTT staff shall provide AV services for agencies and end users for first floor meetings and events at the Bay Area Metro Center. Normal business hours of NTT support services are from 8:00 AM to 5:00 PM, Monday through Friday. Services shall be provided outside of normal business hours only by request, including evenings and weekends. Services can be provided on or off site. For off-site events, NTT will provide the human resources required only. The tasks listed below are included for events held at 375 Beale only.

- **AV Setup Prior to Event**
 - Connecting end user technology to AV and broadcast systems as appropriate
 - Setting up microphones
 - Setting up conference and/or video conference systems
 - Setting up external confidence monitor(s)
 - Setting up power strips
- **AV Support During an Event**
 - Providing troubleshooting services before and during meetings and events.
 - Troubleshooting AV connections to end user equipment.

- Troubleshooting existing AV system malfunctions.
- Recording meetings upon request and providing end users with a download link or local file transfer options within 24 hours.
- **Breakdown of Equipment After Event**
 - Breaking down and putting away all AV equipment after events (within normal business hours).
- **Coordinating and Scheduling with Clients**
 - Assisting with coordination of event schedules regarding technology availability, condition, and feasibility of AV requests.
 - Conducting pre-event equipment testing
 - Conducting pre-event walkthroughs and Q&A with end users
 - Providing feasibility assessments of special AV requests for events and meetings
 - Consulting on necessary turnaround times for AV equipment setup between meetings
 - Escalating issues, recommendations, and requests to Multimedia Operations Manager as appropriate

2. **ADDITIONAL SERVICES**

On an as-needed, as-scheduled, or as-requested basis, the CONSULTANT shall provide the following additional services on a Time & Materials (T&M) basis:

2.1 **Modernization and End of Life (EOL) Assessment and Equipment Replacement**

Services shall include EOL assessment and modernization planning of the Main Boardroom and Yerba Buena (Yerba Buena and Temazcal) Control Rooms and adjunct support rooms. These include:

- EOL assessment of AV systems applicable to the Main Boardroom, Yerba Buena, Temazcal, Claremont, and Mission meeting rooms.
- EOL assessment of media and agenda walls.
- EOL assessment of AV and broadcast equipment in first floor public rooms and adjunct support rooms
- Assessments of hardware components for functional improvements within the scope of work.
- Special equipment modernization projects as approved by BAHA.

2.2 **Webcast and AV System Maintenance**

- Based upon routine equipment maintenance checks and/or identified issues/tickets, and CONSULTANT-submitted proposals for resolution, CONSULTANT shall use

CONSULTANT staff or SUBCONSULTANTS to repair equipment. CONSULTANT shall bill BAHA on a monthly invoice for specific equipment repair on a time and materials basis.

- CONSULTANT is pre-approved to replace any non-working equipment with a cost in time and materials of \$5,500 or less.
- For Tier 2 and 3 cases defined in ATTACHMENT A-1 – TECHNICAL SUPPORT MODEL DEFINITIONS that exceed \$5,500, CONSULTANT shall submit a proposal and cost estimate to the BAHA Project Manager for approval before proceeding. This responsibility is for all services covered under the scope of work, and does not pertain to other services, retained or integrated by BAHA, previously, currently, or in the future. CONSULTANT and BAHA can agree on altering this provision of responsibility at any time.

2.3 BAHA Requested/Approved Additional Services Upon Request:

BAHA may request additional services on an as-needed basis and within the available budget. All such services shall be authorized in writing by the BAHA Project Manager.

- Offsite AV Services
- Equipment purchase
- Equipment unusual repair
- Equipment unusual maintenance
- As needed consulting
- As needed engineering
- As needed installation
- As needed duplication
- As needed feasibility studies
- As needed meeting transcripts
- As needed captioning in in any other language
- As needed oral language translation
- On-Demand Language Translation of any recorded meeting
- On-Demand Closed Captioning of any recorded meeting.
- On-Demand Translated Meeting Transcript of any recorded meeting (requires closed captioning via NTT)
- As needed social media streaming of meetings
- As needed additional services that are the result of mandated “stay at home” orders, such as offsite equipment storage.

2.4 BAHA Requested/Approved Special Projects

BAHA may request special projects on an as-needed basis and within the available budget. All such projects shall be listed in as ATTACHMENT A-2 – SPECIAL PROJECTS.

Broadcast and Audio/Visual Service Matrix

I. Quarterly Maintenance – Video and Agenda Walls

Service shall include general maintenance system checks of equipment, cabling (missing or damaged), cleaning of vents/fans for cooling airflow, testing of media player components, overall evaluation of system condition for atrium media wall and exterior agenda display.

Description	Tier 1	Tier 2	Tier 3
1. Service shall include general maintenance system checks of equipment.	Included	Not included. Charged hourly @\$162.75	Not included. Charged hourly based on required expertise
2. Cabling (missing or damaged), cleaning of vents/fans for cooling airflow.	Included	Not included. Charged hourly @\$162.75	Not included. Charged hourly based on required expertise
3. Testing of media player components.	Included	Not included. Charged hourly @\$162.75	Not included. Charged hourly based on required expertise
4. Overall evaluation of system condition for atrium media wall and exterior agenda display.	Included	Not included. Charged hourly @\$162.75	Not included. Charged hourly based on required expertise

II. Quarterly Maintenance – Broadcast Equipment

Service shall include general maintenance system checks of equipment, cabling (missing or damaged), cleaning of vents/fans for cooling airflow, testing of broadcast components including video conferencing equipment and all broadcast critical components.

Description	Tier 1	Tier 2	Tier 3
1. Service shall include general maintenance system checks of equipment.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise
2. Cabling (missing or damaged), cleaning of vents/fans for cooling airflow.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

3. Testing of broadcast components including video conferencing equipment and all broadcast critical components.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise
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III. On-Call Maintenance and Repair – all AV and Broadcast systems

Service shall include engineering and technical support for malfunctioning AV and broadcast equipment at 375 Beale including but not limited to troubleshooting, equipment and/or parts acquisition, and labor.

Description	Tier 1	Tier 2	Tier 3
1. Engineering and technical support for malfunctioning AV.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise
2. Engineering and technical support for malfunctioning broadcast equipment.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise
3. Equipment and/or parts acquisition, and labor	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

IV. Equipment Modernization / End of Life (EOL) Assessment and Equipment Replacement

Service shall include EOL assessment of AV systems, including media and agenda walls, AV systems on agency floor 1 applicable to the , and AV and broadcast equipment in first floor public rooms and adjunct support rooms.

Description	Tier 1	Tier 2	Tier 3
1. Include EOL assessment of AV systems	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise

2. Include EOL assessment of media and agenda walls.	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise
3. EOL assessment of AV and broadcast equipment in first floor public rooms and adjunct support rooms	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise

V. AV Support and Training

NTT staff shall provide AV services for agencies and end users for first floor meetings and events at the Bay Area Metro Center. Normal business hours of NTT support services are from 7:30 AM to 5:00 PM, Monday through Friday. Services shall be provided outside of normal business hours only by request, including evenings and weekends. Services can be provided on or off site (equipment not included).

NTT AV Support Service Categories

1. AV setup prior to event
2. AV support during an event
3. Breakdown of AV equipment after an event
4. Coordinating and scheduling with clients
5. Additional AV services available upon request

Description	Tier 1	Tier 2	Tier 3
1. NTT staff shall provide AV services for agencies and end users for first floor meetings and events at the Bay Area Metro Center. Normal business hours of NTT support services are from 7:30 AM to 5:00 PM, Monday through Friday. Services shall be provided outside of normal business hours only by request, including evenings and weekends. Services can be provided on or off site.	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

1. AV Setup Prior to Event

- Connecting end user technology to AV and broadcast systems as appropriate
- Setting up microphones
- Setting up conference and/or video conference systems
- Setting up external confidence monitor(s)
- Setting up power strips

Description	Tier 1	Tier 2	Tier 3
AV Setup Prior to Event as listed above	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

2. AV Support During an Event

- NTT staff shall provide troubleshooting services before and during meetings and events.
 - Troubleshoot AV connections to end user equipment.
 - Troubleshoot existing AV system malfunctions.

- NTT staff will record meetings upon request and provide end users with a download link or local file transfer options within 24 hours.

Description	Tier 1	Tier 2	Tier 3
<ul style="list-style-type: none"> • NTT staff shall provide troubleshooting services before and during meetings and events. <ul style="list-style-type: none"> ○ Troubleshoot AV connections to end user equipment. ○ Troubleshoot existing AV system malfunctions. 	Included	Not included. Charged hourly @ current GSA engineering rate	Not included. Charged hourly based on required expertise
<ul style="list-style-type: none"> • NTT staff will record meetings upon request and provide end users with a download link or local file transfer options within 24 hours. 	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

3. Breakdown of Equipment After Event

NTT staff shall break down and put away all AV equipment after events (within normal business hours).

Description	Tier 1	Tier 2	Tier 3
NTT staff shall break down and put away all AV equipment after events (within normal business hours).	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

4. Coordinating and Scheduling with Clients

NTT staff will assist with coordination of event schedules regarding technology availability, condition, and feasibility of AV requests.

- Pre-event equipment testing
- Pre-event walkthroughs and Q&A with end users
- Feasibility assessment of special AV requests for events and meetings

- Consulting on necessary turnaround times for AV equipment setup between meetings
- Escalation to Multimedia Operations Manager as appropriate

Description	Tier 1	Tier 2	Tier 3
Coordinating and Scheduling with Clients as listed above	Included	Not included. Charged hourly @current GSA engineering rate	Not included. Charged hourly based on required expertise

5. Additional AV Support Services Available Only Upon Request

- **Off-site AV services**
 - AV support can be provided by an NTT director at any off-site location.
- **Afterhours and weekend AV support**
 - NTT staff will support after hours and off-site events if scheduled in advance.

Description	Tier 1	Tier 2	Tier 3
Additional AV Support Services Available Only Upon Request	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise	Not included. Charged hourly based on required expertise

**ATTACHMENT A-2, SPECIAL PROJECTS
 Broadcast Enhancement Projects FY 25/26**

Project	Description	Detail
Main Boardroom Racks Modernization	Re-cabling and organizing equipment racks for ease of access and efficient troubleshooting.	This SOW of this project is as follows: 1. Conduct an assessments of the MBR equipment racks to keep, change or reconfigure the current set up. 2. Assess configuration for future needs/space considerations. 3. Re-cable and re-label the MBR equipment racks properly. 4. Decommission obsolete cabling. 5. Decommission obsolete gear. 6. Properly fasten loose equipment to rack(s). 7. Should current configuration remain, confirm that opening/closing of racks does not cause problems. 8. Consolidate equipment in the rack(s) to mitigate cabling challenges where possible.
Main Boardroom Control Room Schematic Drawings	Generating schematic drawings of current broadcast system in Main Boardroom.	This SOW of this project is as follows: 1. Provide up-to-date schematics/ as-built drawings of the mainboard racks. 2. Coordinate this work with Project #2

<p>Yerba Buena/Temazcal Program-Out Monitors</p>	<p>Installation of program monitors in main boardroom control room to monitor Yerba Buena and Temazcal broadcasts and events.</p>	<p>This SOW of this project is as follows: 1. Install a monitor that provides a program-out from the Yerba Buena Room and the Temazcal Room for effective and efficient monitoring.</p>
<p>Camera 5 Installation Boardroom</p>	<p>Installation of 5th camera for increased redundancy and production value.</p>	<p>This SOW of this project is as follows: 1. Confirm with ICS that cabling for camera #5 is available per 2015 SOW. 2. Determine best possible location for camera #5 within the area identified (behind backwall painting in the MBR). 3. Work with Sr. Multimedia Operations Manager to lower the painting to provide access to mounting bracket. 4. Procure required camera and materials. 5. Complete physical installation of camera #5. 6. Complete configuration of camera #5 into existing video switch. 7. Update testing and training documentation.</p>
<p>Yerba Buena Control Room Schematic Drawings</p>	<p>Generating schematic drawings of current broadcast system in Yerba Buena.</p>	<p>This SOW of this project is as follows: 1. Provide up-to-date schematics/ as-built drawings of the Yerba Buena racks.</p>

<p>Labeling/Cleanup of Yerba Buena Control Room Rack Cables Project</p>	<p>Cabling assessment and cleanup.</p>	<p>This SOW of this project is as follows:</p> <ol style="list-style-type: none"> 1. Conduct an assessment of the YB and Temazcal equipment racks. 2. Assess configuration for future needs/space considerations. 3. Re-cable and re-label the YB and Temazcal equipment racks properly. 4. Decommission obsolete cabling. 5. Decommission obsolete gear. 6. Properly fasten loose equipment to rack(s). 7. Should current configuration remain, confirm that opening/closing of racks does not cause problems. 8. Consolidate equipment in the rack(s) to mitigate cabling challenges where possible.
<p>Camera Cabling Upgrade</p>	<p>Upgrading camera cabling from RS422 to control LAN.</p>	<p>The SOW of this project is as follows:</p> <ol style="list-style-type: none"> 1. Confirm cable replacement requirement with ICS 2. Schedule MBR wall panel removal for all camera positions 3. Run two cables per camera (primary and backup) 4. Complete signal flow testing 5. Reconnect all cameras to new Panasonic controller

<p>Backup Webcasting</p>	<p>Assess, implement, and test a backup webcasting system.</p>	<p>The SOW of this project is as follows:</p> <ol style="list-style-type: none"> 1. Deploy the encoding hardware required to webcast 2. Deploy a new, hosted backup webcast platform that will support all three meetings rooms: a)MBR; 2)YB; 3) Temazcal. 3. The new platform will provide a modern player that maintains digital accessibility best practices. 4. The new platform will provide video archiving capabilities. 5. The new platform will provide adaptive streaming. 6. The new platform will provide OTT streaming capabilities. 7. The new platform will be language-interpretation ready. 8. the new platform will provide access to an API for integration into the MTC website workflow.
<p>Multi-language Webcasting Project</p>	<p>Assess and implement multi-language simulcast capabilities.</p>	<p>The SOW of this project is as follows:</p> <ol style="list-style-type: none"> 1. Provide live webcasting in English + two additional languages of all live events held in the MBR, YB and Temzcal meeting rooms. 2. Provide on-demand access to all translated video archives of events held in the MBR, YB and Temazcal meeting rooms. 3. Provide transcripts of all translated video archives in their respective languages. 4. Provide support for and additional 97+ languages for live and on-demand events
<p>Digital Accessibility Enhancements - Assisted Listening</p>	<p>Conduct a comparative assessment of digital accessibility features and evaluate enhancements to assisted listening and in-room captioning.</p>	<p>The SOW of this project is as follows:</p> <ol style="list-style-type: none"> 1. Conduct an assessment of all digital accessibility systems 2. Provide a GAP analysis of the findings with target goals 3. Collaborate with the Sr. Multimedia Operations Manager for any additional expansion of digital accessibility features

**ATTACHMENT C, COMPENSATION AND METHOD OF PAYMENT,
 Revised July 1, 2025**

1. BUDGET

Effective July 1, 2025, in accordance with ATTACHMENT A, SCOPE OF WORK, the budget is divided as follows.

<u>Scope</u>	<u>Budget</u>	<u>Payment Terms</u>
<u>MINIMUM SERVICES</u>	<u>\$128,520 (Monthly)</u> <u>\$1,542,240 (Annual)</u>	<u>Fixed</u>
<u>ADDITIONAL SERVICES</u>	<u>Additional Services:</u> <u>\$410,000 (Annual)</u> <u>Special Projects:</u> <u>\$538,000 (FY 25/26)</u>	<u>Not-to-exceed;</u> <u>Time & Materials</u>

2. COMPENSATION

A. **Rate of Compensation.** As full consideration for CONSULTANT’s performance and provision of the MINIMUM SERVICES, BAHA shall make payment to CONSULTANT for fees and expenses (the “Fees”) based on rates set forth by CONSULTANT (the “Applicable Rates”). Attached hereto as **Attachment “C-1”** and incorporated herein by this reference is the schedule of Applicable Rates and Service Fees in effect as of the date of this Agreement. Notwithstanding, the Applicable Rates shall increase on each anniversary date of the Effective Date of this Amendment at a rate of 2.5%.

B. **Limited Period.** The Applicable Rates for Fees are calculated on a monthly basis being up to five hundred eighty five and one half hours (585.50) hours per month for services rendered under the scope of work; excluding Tier 2 and Tier 3 efforts as described in Attachment A-1.

C. **Discounts.** CONSULTANT is extending the General Services Administration (GSA) Most Favored Customer (MFC) State & Local Government discount and the rates for fiscal year 2025-2026 through fiscal year 2027-2028.

		FROM	03/27/2025	03/27/2026	03/27/2027	03/27/2028	03/27/2029
		TO	03/26/2026	03/26/2027	03/26/2028	03/26/2029	03/26/2030
SIN	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	
MCF STATE & LOCAL GOVERNMENTS							GSA DISCOUNT
54151S	Equipment Ops	\$213.74	\$219.08	\$224.56	\$230.18	\$235.94	25.00%
54151S	Programmer Ops	\$213.75	\$219.11	\$224.57	\$230.18	\$235.94	50.00%
54151S	Network Engineer	\$155.05	\$158.92	\$162.89	\$166.96	\$171.14	10.00%
54151S	PMO	\$169.28	\$173.51	\$177.85	\$182.29	\$186.85	10.00%
GSA							
54151S	Equipment Ops	\$170.99	\$175.26	\$179.65	\$184.14	\$188.75	
54151S	Programmer Ops	\$142.50	\$146.07	\$149.71	\$153.45	\$157.29	
54151S	Network Engineer	\$140.95	\$144.47	\$148.08	\$151.78	\$155.58	
54151S	PMO	\$153.89	\$157.74	\$161.68	\$165.72	\$169.86	

3. ADDITIONAL FEES AND CHARGES.

A. **Cost and Preapproval for Repairs.** In accordance with the ADDITIONAL SERVICES, CONSULTANT may need to make repairs to a component of BAHA’s webcasting or AV systems used to provide the Services (“Repairs”), and the cost of the Repairs shall be allocated to BAHA in addition to the Fees. BAHA hereby approves CONSULTANT to spend up to \$5,500 for Repairs or Tier 2 or Tier 3 services as defined in Attachment A-1 at any time, without additional pre-approval necessary. CONSULTANT must obtain BAHA’s consent and approval before engaging in any Repairs or Tier 2 or Tier 3 services that will cost more than \$5,500.

4. PAYMENT TERMS.

A. **Minimum Service Fee.**

1. Current Minimum Fee. BAHA shall owe to CONSULTANT a monthly minimum fee equal to the amount of the Monthly Fixed Fees, as set forth in **Attachment C-1** to provide the MINIMUM SERVICES. No discount or refund shall apply in the event that the actual number of meetings for a particular month is less than the calculated average. BAHA hereby consents to the Minimum Service Fee and the manner in which it is calculated. BAHA agrees to pay the same without CONSULTANT needing to obtain any further approval or pre-approval from BAHA for the charging of this fee.

2. **Additional Types of Services.** CONSULTANT and BAHA acknowledge and agree that the Minimum Service Fee has been calculated and agreed upon by the Parties based on BAHA’s representations of the types of MINIMUM SERVICES presently needed from CONSULTANT for the scope of work as defined in this agreement. For any ADDITIONAL SERVICES, CONSULTANT and BAHA acknowledge and agree that such services to be performed or provided by CONSULTANT and/or its SUBCONSULTANTS in connection with this Agreement will be on a Time and Materials (T&M) basis based on the rate as set forth in Attachment C-1 or as otherwise noted below. The additional services are:

ADDITIONAL SERVICES	COST
1. Equipment Modernization / EOL Project Management Office (PMO)	T&M not to exceed \$75,000 per fiscal year
2. Equipment Modernization / EOL Consulting	T&M not to exceed \$36,000 per fiscal year
3. Equipment Modernization / EOL Hardware	T&M not to exceed \$199,000 per fiscal year
4. Webcast and AV System Maintenance (Tier 2 & 3, excluding case management), Other As-Needed Requests)	T&M not to exceed \$100,000 per fiscal year
<i>Annual subtotal</i>	<i>\$410,000</i>

5. BAHA Requested Special Projects	T&M not to exceed \$538,000 in FY 25/26
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3. **Delivery of Invoices.** CONSULTANT shall deliver an invoice for the total Minimum Service Fee, and a separate invoice for additional surcharges for Tier 2 and Tier 3 efforts; EOL PMO and EOL Consulting fees will also be invoiced separately. CONSULTANT shall also track and deliver documentation of the breakdown and duration of meetings and events, by agency, each month. Samples of the various forms of invoices to be delivered by CONSULTANT are collectively attached hereto as Attachment “C-1” and Attachment “C-2”.

4. **Payment on Invoices.** Payment shall be made by BAHA within thirty (30) days of receipt of an acceptable invoice, approved by the BAHA project Manager or a designated representative.

5. **Late Penalty Fee.** A late penalty fee of Five Percent (5%) of the outstanding balance shall be charged with respect to any undisputed fees that are not paid within thirty (30) days of BAHA's approval of an acceptable invoice.

ATTACHMENT C-1, SAMPLE FIXED MONTHLY INVOICE



DRAFT INVOICE

Bay Area Headquarters Authority Attention:
 Attn: Accounting Section 375 Beale Street
 SAN FRANCISCO CA 94105-2066

"MINIMUM SERVICE FEE"
ATTACHMENT C-1 INVOICE #1

Invoice Date
 May 20, 2025

Invoice Number
 INV-1282

Reference
 SAMPLE INVOICE

Network Television Time
 1014 S Westlake Blvd
 Suite 14-305
 Westlake Village, CA
 91361
 (877) 468-8899
 NTTaccounting@NTTbroad
 cast.com

Description	Quantity	Unit Price	GSA Discount	Tax	Amount USD
UNLIMITED BROADCAST AND APPLICABLE SERVICES PER SOW - GSA RATE	585.50	213.74	23.85%	Tax Exempt	95,297.74
BROADCAST ENGINEER SERVICES PER SOW - GSA RATE	173.33	213.74	23.85%	Tax Exempt	28,211.71
BACKUP WEBCASTING SOLUTION - LIVE AND ON-DEMAND	1.00	5,010.55		Tax Exempt	5,010.55

 UNLIMITED SERVICES DETAILED BELOW ARE INCLUDED IN THE ABOVE FLAT RATE MONTHLY PRICING:

--UNLIMITED Broadcasting of meetings from up to (3) venues;	1.00	0.00			0.00
--UNLIMITED English closed Captioning;	1.00	0.00			0.00
--UNLIMITED English Meeting Transcripts;	1.00	0.00			0.00
--UNLIMITED AV Support for Bay Area Metro Center Events;	1.00	0.00			0.00
--UNLIMITED technical support management (Tier 1, Tier 2, Tier 3) for all systems within the Scope of Work document.	1.00	0.00			0.00

Note:
 Engineering and Technical Support For Mal-functioning AV & Broadcast Equipment at 375 Beale Street, including, but not limited to,

Description	Quantity	Unit Price	Discount	Tax	Amount USD
equipment, parts acquisition and labor will be billed as time and materials, when applicable. (TIER 2 AND TIER 3 EFFORTS)					

				Subtotal (includes a discount of 38,682.87)	128,520.00
				TOTAL TAX	0.00
				TOTAL USD	128,520.00

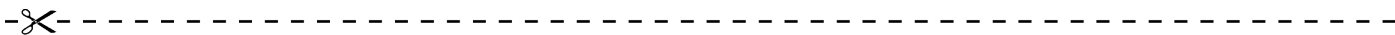
Due Date: May 20, 2025

Net 30

Please remit via ACH to:

Routing # 121042882

Account # 8480020471



PAYMENT ADVICE

To: Network Television Time
 1014 S Westlake Blvd
 Suite 14-305
 Westlake Village, CA 91361
 (877) 468-8899
 NTTaccounting@NTTbroadcast.com

Customer	Bay Area Headquarters Authority
Invoice Number	INV-1282
Amount Due	128,520.00
Due Date	May 20, 2025
Amount Enclosed	

Enter the amount you are paying above

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE
CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions.* As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill

required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless

the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST**

CONTRACT NUMBER: 47QTCA20D0083
CONTRACT PERIOD: 03/27/2020 through 03/26/2030
Effective as of Modification # PO-0009, dated 03/27/2025

CATEGORY: Information Technology

CONTRACTOR: Network Television Time, Inc.
1014 South Westlake Blvd, Suite 14-305
Westlake Village, CA 91361
Tel: (877) 468-8899
Web: www.nttbroadcasting.com

CONTRACT ADMINSTRATOR: Bruce Arditte
Senior Account Manager
Tel: (877) 468-8899 x201
barditte@nttbroadcast.com

BUSINESS SIZE: Small Business

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

Contractor Information

- 1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):** *54151S & OLM*
- 1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN:** *See Appendix A*
- 1c. **HOURLY RATES (Services only):** *See Appendix A*
2. **MAXIMUM ORDER THRESHOLD:** *\$500,000*
3. **MINIMUM ORDER THRESHOLD:** *\$100.00*
4. **GEOGRAPHIC COVERAGE:** *48 States, DC*
5. **POINT(S) OF PRODUCTION:** *Westlake Village, CA*
6. **DISCOUNT FROM BEST MARKET RATE:** *GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.*
7. **QUANTITY DISCOUNT(S):** *None*
8. **PROMPT PAYMENT TERMS:** *Net 30 days*
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. **FOREIGN ITEMS:** *None*
- 10a. **TIME OF DELIVERY:** *30 Days ARO*
- 10b. **EXPEDITED DELIVERY:** *Contact Contractor if Available*
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** *Contact Contractor if Available*
- 10d. **URGENT REQUIRMENTS:** *Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.*
11. **FOB POINT:** *Destination*
- 12a. **ORDERING ADDRESS:** *Same as contractor address*
- 12b. **ORDERING PROCEDURES:** *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.*
13. **PAYMENT ADDRESS:** *Same as contractor address*
14. **WARRANTY PROVISION:** *Standard Commercial*
15. **EXPORT PACKING CHARGES:** *None*
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** *Not Applicable*
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** *Not Applicable*
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** *Not Applicable*
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** *Not Applicable*
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** *Not Applicable*
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** *Not Applicable*
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** *Not Applicable*
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *Not Applicable*
- 22b. **SECTION 508 COMPLIANCE FOR INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT):** *Not Applicable*
The ICT standards can be found at: www.Section508.gov/.
23. **UNIQUE ENTITY IDENTIFIER (UEI) NUMBER:** *TGV5VGD6YKK5*
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**
Contractor has an active registration in the System for Award Management (SAM) database.

Appendix A – Price List

Labor Category	GSA Rate w/IFF				
	3/27/25- 3/26/26	3/27/26- 3/26/27	3/27/27- 3/26/28	3/27/28- 3/26/29	3/27/29- 3/26/30
Equipment Engineer	\$170.99	\$175.26	\$179.65	\$184.14	\$188.75
Programmer	\$142.50	\$146.07	\$149.71	\$153.45	\$157.29
Network Engineer	\$140.95	\$144.47	\$148.08	\$151.78	\$155.58
Project Manager	\$153.89	\$157.74	\$161.68	\$165.72	\$169.86

Appendix B – Labor Category Descriptions

AV Equipment Engineer

Education: Bachelor's Degree (BS/BA)

Experience: Must have at least 7 years of directly related experience in broadcasting systems, network, and/or AV support. Also requires thorough knowledge of the principles, methods, and techniques used in network troubleshooting and support as well as modems, data scopes, patch panels, concentrators, associated terminals, and AV management software.

Daily job duties: Analyzes local and wide area network systems, including planning, designing, evaluating, selecting, and upgrading operating systems and protocol suites and configuring communication media, bridges, and other devices; resolves interoperability problems to obtain operations across all pertinent platforms including multimedia, teleconferencing, and the like; configures systems to user requirements; supports the acquisition of hardware and software as well as subcontractor services as needed; performs various tests and documents results; administers and maintains local systems; provides technical support and troubleshooting to users; plans system layout design; may provide guidance and training to lower level personnel and serve as technical team or task lead.

Will be expected to interact periodically with executives/VIPs to execute priority VTC tasks and requirements.

Applications Programmer/Developer

Education: BS/BA in computer science or relevant field

Experience: Must have at least 5 years of application development experience. Has excellent knowledge of at least one programming language and must be familiar with a variety of operating systems and platforms.

Daily job duties: The Applications Programmer/Developer understands client requirements and how they translate in application features, collaborates with a team of IT professionals to set specifications for new applications, designs creative prototypes according to specifications, writes high quality source code to program complete applications within deadlines, performs unit and integration testing before launch, conducts functional and non-functional testing, troubleshoots and debugs applications, evaluates existing applications to reprogram/update/add new features, and develops technical documents and handbooks to accurately represent application design and code.

Network Engineer

Education: Bachelor's degree in Information Technology related field of study with a network engineering focus.

Experience: Must have at least 5 years of directly related experience with a strong understanding of network infrastructure and network hardware. A deep knowledge of application transport and network infrastructure protocols is highly desired.

Daily job duties: Network Engineer is responsible for maintaining and administering various computer networks and systems. Primary duties include maintenance of computer networks, hardware, software, and other related systems, performing disaster recovery operations, protecting data, software, and hardware from attacks, and replacing faulty network hardware components when necessary. Works closely with the users in order to identify potential issues and fix existing problems. Implement, administer, and troubleshoot network devices including WAPs, firewalls, routers, switches, and controllers. Maintaining, configuring, and monitoring virus protection software and email applications. Monitoring network performance to determine if adjustments need to be made. Operating master consoles to monitor the performance of networks and computer systems. Coordinating computer network access and use. Designing, configuring and testing networking software, computer hardware, and operating system software.

Project Manager

Education: Bachelor's degree in Computer Information Systems related field of study with project management focus.

Experience: Must have at least 7 years of proven working experience in project management.

Daily job duties: The Project Manager manages key client projects. Project management responsibilities include the coordination and completion of projects on time within budget and within scope. Oversees all aspects of projects. Sets deadlines, assigns responsibilities and monitors/summarizes progress of project. Prepares reports for upper management regarding status of project. Coordinates with other departments to ensure all aspects of each project are compatible and will hire new talent as needed to fulfill client needs.

Education/Experience Equivalents

Labor Category	HS Diploma	Associate	Bachelor	Masters	PhD
Equipment Engineer	13	10	7	4	1
Programmer	11	8	5	2	0
Network Engineer	11	8	5	2	0
Project Manager	13	10	7	4	1

Monday through Friday, 12:00 p.m. to 5:00 p.m.;

Compensation

- **Hourly Rate Range:** \$37.00 – \$44.00, depending on education and experience

Job Type: Part-time

Pay: \$37.00 - \$44.00 per hour

Expected hours: 15 – 25 per week

Experience:

- Live technical directing: 2 years (Preferred)
- Operating PTZ cameras: 2 years (Preferred)

Location:

Part-time

Monday to Friday

San Francisco, CA 94105

Full job description

Government Meeting Video Director

Live Switcher + PTZ Operator

Strong preference given to those who have government meeting directing experience.

NTT helps government televise democracy by broadcasting and streaming government meetings. This is an on-site role based in the financial district of downtown San Francisco.



Metropolitan Transportation Commission

Legislation Text

375 Beale Street, Suite 800
San Francisco, CA 94105

File #: 26-0504, **Version:** 1

Subject:

Draft Bay Area Headquarters Authority (BAHA) Fiscal Year (FY) 2026-27 Operating and Capital Budget

An informational presentation to the Authority of the Draft BAHA FY 2026-27 Operating and Capital Budgets.

Presenter:

Ilesha Spencer

Recommended Action:

Information

Bay Area Headquarters Authority (BAHA)

May 27, 2026

Agenda Item 4a - 26-0504

Bay Area Headquarters Authority (BAHA) Draft Fiscal Year 2026-27 Operating and Capital Budget

Subject:

An information presentation to the Bay Area Headquarters Authority (BAHA) of the Draft fiscal year (FY) 2026-27 Operating and Capital Budgets.

Background:

The Bay Area Headquarters Authority (BAHA) was established in 2011 by a Joint Exercise of Powers Agreement between the Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA), with the intent of purchasing the property at 375 Beale Street. This property established a regional headquarters for MTC, the Bay Area Air Quality Management District (BAAQMD), and the Association of Bay Area Governments (ABAG). BAHA, BAAQMD, and ABAG have condominium ownership interest in the building. In addition to the three owners, private tenants lease office space in the building. BAHA receives operating revenue via assessments received from the condominium owners, and rental income from the tenants. BAHA contracts with Cushman & Wakefield (CW) to provide professional day-to-day property management for the building.

The BAHA operating budget is composed of 1) common area and 2) shared services expenses. Common area expenses are those provided for the benefit of the entire building, such as water, sewer, garbage, electrical, heating and air conditioning, telephone lines, lighting, and gas. Shared Services expenses are the portion of the building costs that are provided for shared use amongst the three condominium owners. Some of these items include expenses for kitchen pantries, copy/print rooms, Information Technology (IT) support and equipment storage rooms, conference, and Board rooms. The condominium owners are charged separate assessments for the common area and shared services costs, based on square footage ownership of the common and shared areas, as described in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the 375 Beale Condominium Corporation.

BAHA's capital budget includes long-lasting large expense items, such as technology upgrades and building maintenance/improvements.

A challenge in the current and out years is how BAHA will fund ongoing capital maintenance and rehabilitation projects, particularly ongoing façade related work. The current method for funding capital projects is a combination of utilizing operating surplus and operating reserves. In previous years, BAHA has experienced operating surpluses but with a lease termination ending on October 31, 2024, BAHA saw a \$466,500/month (or \$5.6 million/year) reduction in lease income. Also, a current tenant, Degenkolb, will not be renewing its lease which expires at the end of January 2027. Annual revenue generated by Degenkolb is approximately \$1.2 million. In FY 2025-26, BAHA entered into a 10-year lease for 9,000 square feet with the Water Emergency Transportation Authority (WETA). This lease agreement will provide over \$400k annually. BAHA also entered into a lease with Verne Labs which will generate approximately \$143k annually.

Operating Budget Summary

The proposed FY 2026-27 budget reflects an operating deficit of \$2.9 million, which will be funded through a draw on operating reserves. Total operating revenue is projected at \$13.6 million, a decrease of 9.0%, primarily due to reduced lease income, offset by the recent new leases and assumed new tenant activity, lower investment income, and reduced assessments. Total operating expenses are projected at \$16.5 million, a 5.0% decrease, driven by reductions in overhead, consultant costs, and general operating expenses.

While cost containment efforts have reduced expenses, operating revenues remain insufficient to fully cover ongoing costs, requiring continued reliance on reserves.

Operating Revenue Summary

The proposed FY 2026-27 budget includes total revenue of \$13.6 million, a decrease of \$1.3 million or 8.9%. Lease income projections are provided by CW with lease revenue projected to decrease by a net \$517k for the fiscal year due to Degenkolb's lease termination in January 2027. This will be offset by a full year of WETA and Verne Labs plus an additional \$395k for assumed future tenant activity. Revenue shared services assessments decrease in proportion to decreased

expenses. Other revenue consists of parking, expenditure reimbursements, and investment income. Investment income is expected to decrease in the operating budget due to lower cash balances and net yield as well as a significant portion of the revenue (\$623k) being moved to capital fund 903 to account for monies that are allocated to that fund.

A summary of the operating revenue is shown below (in thousands):

<u>Revenue Source</u>	<u>FY 2026-27 Proposed (000)</u>	<u>Change \$ Increase/(Decrease) (000)</u>	<u>Change % Increase/(Decrease)</u>
Lease Income	\$4,699	\$197	4.4%
Shared services assessment (Fee covers staff, IT services, office supplies and other shared expenses)	\$3,919	(\$700)	(15.2%)
Common area assessments (Fees cover security, janitorial, utilities, administration, and repairs & maintenance)	\$4,341	\$38	0.9%
Other	\$630	(\$868)	(57.9%)
Total	\$13,590	(\$1,333)	(8.9%)

The shared services and common area assessments are separately reviewed and will be presented for approval by the 375 Beale Condominium Corporation Board on June 16, 2026.

Operating Expense Summary

The proposed FY 2026-27 budget includes total operating expense, before transfers, of \$16.5 million, a decrease of \$861k or 5.0% from the FY 2025-26 budget. Major operating expense highlights include (in thousands):

<u>Operating Expense</u>	<u>FY 2026-27 Proposed (000)</u>	<u>Change \$ Increase/(Decrease) (000)</u>	<u>Change % Increase/(Decrease)</u>
Salary, benefits, and overhead	\$3,382	(\$23)	(0.7%)
Professional fees	\$753	(\$369)	(32.9%)
Computer maintenance and services	\$2,171	(\$70)	(3.1%)
Other expenses	\$1,129	(\$364)	(24.4%)
Property Management	\$9,035	(\$35)	(0.4%)
Total	\$16,470	(\$861)	(5.0%)

Salaries, benefits, and overhead are decreasing due to a decrease in BAHA’s indirect cost allocation plan (ICAP) rate, partially offset by a budgeted 3.8% cost of living adjustment (COLA) adjustment, which is pursuant to the Metropolitan Transportation Commission Memorandums of Understanding.

Professional fees include decreasing BAHA’s allocation for temporary staff with a portion of these costs being moved to MTC to better align with their projected duties. Other decreases include 1st floor venue management and event planning, space management services, and a proforma review and update as that work was completed.

The budget for general operations expenses is seeing declines in miscellaneous expenses, coffee, signage, meals, office supplies, and parking to better align with actual expense experience.

Transfers

Staff propose a \$4.6 million transfer from operating reserves to fund both the \$2.9 million operating deficit and \$1.7 million to fund capital improvements. The FY 2026-27 budget does not include a transfer to BATA for repayment of its building contribution.

With a projected starting balance of \$8.4 million, this transfer is expected to reduce operating reserves to approximately \$3.8 million.

This level of reserves represents a significant reduction in available reserves and may limit BAHA's ability to respond to future operating or capital needs without additional funding strategies.

Capital Budget

Staff request a total of \$2.3 million in building improvement projects for FY 2026-27, focused on building improvements, including façade repairs and air handling unit (AHU) upgrades. The projects include (in thousands):

- AHUs 1-4 Eyebrow Install \$591
- Façade Repair & Window Replacement \$1,750

The façade repair program remains the most significant capital driver, with a projected cost of approximately \$20.2 million, of which approximately \$6.8 million remains unfunded following the FY 2026-27 request. This is based on the cost estimate of repairs needed to address recommendations from a façade inspection completed September 2023. This includes enhanced investigation of terrace and cladding components and addressing concrete spalling concerns. \$1.8 million of additional funds is being requested for this program, which reflects a reduction from the original CW proposal of \$3.2 million, achieved by reallocating excess availability from other programs (Agency Space Modification and Agency Infrastructure Improvement) and utilizing life-to-date funding where possible. This project is anticipated to be completed in early 2028.

A funding strategy for the remaining façade costs has not yet been identified and will require further evaluation. This represents a key financial risk to BAHA.

The \$591k for the AHUs (air handling units) 1-4 Eyebrow Install program is for waterproofing that is required for units 1-3 as per the 2024 Reserve Study. The project has been deferred from 2024 to 2026 with inflation applied and will include installation of rain hoods to prevent water intrusion. Note that this project is split evenly between FY 2026-27 and FY 2027-28. The original request for this project was \$1.2 million but was reduced using existing life-to-date funding availability within this program.

CW also requested funds to cover potential lease commissions, tenant improvements, a new media source screen in the main lobby (\$27k), and a replacement of UPS batteries (\$238k) for a total of \$2.0 million. This request has been reduced to account for already existing funds for lease commissions and the Building Improvement program. An additional \$750k will be transferred from Agency Infrastructure Improvement program to cover some of these costs.

Funding Challenges and Outlook

With the absence of structural changes, BAHA will continue to rely on reserves in the near term and will face increasing constraints in funding both operations and capital. Staff and Cushman & Wakefield continue their focus on finding new tenants in a challenging commercial rental market and are taking a closer look at capital maintenance projects to prioritize maintenance of the building and attract new tenants. Executive staff are also actively considering other strategies to address the long-term needs of the building's public agency occupants and how those strategies would align with the continued maintenance of the Bay Area Metro Center as an attractive home for our critical regional agencies.

Recommendation:

This is an information item. Staff will present the final proposed operating and capital budget for approval at the time of the June 24, 2026 meeting.

Attachments:

- Bay Area Housing Authority (BAHA) FY 2026-27 Operating and Capital Budget
 - a. Attachment A – Operating Budget
 - b. Attachment B – BAHA Operating by Fund
 - c. Attachment C – Fee Distribution
 - d. Attachment D – Building Development Budget
 - e. Attachment E – Commercial Fund Life-To-Date
 - f. Attachment F – Building Improvement Fund Life-To-Date
- Presentation


Andrew B. Fremier

BAY AREA HEADQUARTERS AUTHORITY (BAHA) FY 2026-27 OPERATING BUDGET

	Actuals 03/31/2026	FY 2025-26 Approved	FY 2026-27 Draft	Change in \$ Increase/(Decrease)	Change in % Increase/(Decrease)
Revenue:					
Assessment fee - shared services	\$ 3,464,051	\$ 4,618,734	\$ 3,918,943	\$ (699,791)	-15.2%
Assessment fee - common area	3,227,751	4,303,668	4,341,440	37,772	0.9%
Lease income	3,362,361	4,502,206	4,699,383	197,177	4.4%
Expense reimbursements	380,282	359,524	309,127	(50,397)	-14.0%
Other income - parking	133,605	151,286	135,136	(16,150)	-10.7%
Utility reimbursements	57,344	68,902	60,629	(8,273)	-12.0%
Other income	135,316	918,509	125,280	(793,229)	-86.4%
Total revenue	\$ 10,760,711	\$ 14,922,829	\$ 13,589,938	\$ (1,332,891)	-8.9%
Expenses:					
Salaries and benefits	\$ 1,272,040	\$ 2,418,546	\$ 2,544,860	\$ 126,314	5.2%
Overhead	621,540	986,607	837,592	(149,015)	-15.1%
Professional fees	103,500	1,121,775	753,058	(368,717)	-32.9%
Computer maintenance and services	1,170,467	2,241,184	2,170,913	(70,271)	-3.1%
Supplies and equipment rental	80,267	277,500	207,000	(70,500)	-25.4%
Other expenses	328,152	1,036,657	747,930	(288,727)	-27.9%
Insurance	44,351	58,784	53,670	(5,114)	-8.7%
Cleaning services	-	45,000	45,000	-	0.0%
Security	-	75,000	75,000	-	0.0%
Contractual services - CW	6,325,996	9,070,091	9,034,937	(35,154)	-0.4%
Total expense	\$ 9,946,314	\$ 17,331,144	\$ 16,469,960	\$ (861,184)	-5.0%
Operating surplus/(deficit) before transfers	\$ 814,397	\$ (2,408,315)	\$ (2,880,022)	\$ (471,707)	19.6%
Transfers in/(out):					
Transfer in from Operating Reserve	\$ 2,408,315	\$ 10,761,345	\$ 4,598,568	\$ (6,162,777)	-57.3%
Transfer to Capital	(8,353,030)	(8,353,030)	(1,718,546)	6,634,484	-79.4%
Total transfer	\$ (5,944,715)	\$ 2,408,315	\$ 2,880,022	\$ 471,707	19.6%
Operating surplus/(deficit)	\$ (5,130,318)	\$ -	\$ -	\$ -	0%

BAY AREA HEADQUARTERS AUTHORITY (BAHA) FY 2026-27 OPERATING BUDGET

	Actuals 03/31/2026	FY 2025-26 Approved	Building and Commercial Operations	375 Beale Condo and Shared Services	BAHA Operating	FY 2026-27 Draft
Revenue:						
Assessment fee - shared services	\$ 3,464,051	\$ 4,618,734	\$ -	\$ 3,918,943	\$ -	\$ 3,918,943
Assessment fee - common area	3,227,751	4,303,668	-	4,341,440	-	4,341,440
Lease income	3,362,361	4,502,206	4,699,383	-	-	4,699,383
Expense reimbursements	380,282	359,524	-	-	309,127	309,127
Parking	133,605	151,286	135,136	-	-	135,136
Utility reimbursements	57,344	68,902	60,629	-	-	60,629
Other revenue	135,316	918,509	-	62,529	62,751	125,280
Total revenue	\$ 10,760,711	\$ 14,922,829	\$ 4,895,148	\$ 8,322,912	\$ 371,878	\$ 13,589,938
Expenses:						
Salaries and benefits	\$ 1,272,040	\$ 2,418,546	\$ -	\$ 1,889,751	\$ 655,109	\$ 2,544,860
Overhead	621,540	986,607	-	604,579	233,014	837,592
Repairs and maintenance	-	-	-	-	-	-
Professional fees	103,500	1,121,775	-	200,038	553,020	753,058
Computer maintenance and services	1,170,467	2,241,184	-	992,576	1,178,337	2,170,913
Supplies and equipment rental	80,267	277,500	-	117,000	90,000	207,000
Other expenses	328,152	1,036,657	420,930	115,000	212,000	747,930
Insurance	44,351	58,784	-	-	53,670	53,670
Cleaning services	-	45,000	-	-	45,000	45,000
Security	-	75,000	-	-	75,000	75,000
Contractual services - CW	6,325,996	9,070,091	4,693,497	4,341,440	-	9,034,937
Total expense w/o depreciation	\$ 9,946,314	\$ 17,331,144	\$ 5,114,427	\$ 8,260,384	\$ 3,095,150	\$ 16,469,960
Operating surplus/(deficit) before transfers	\$ 814,398	\$ (2,408,315)	\$ (219,279)	\$ 62,528	\$ (2,723,272)	\$ (2,880,022)
Transfers In/(Out)						
Transfer in from Operating Reserve	\$ 2,408,315	\$ 10,761,345	\$ -	\$ -	\$ 4,598,568	\$ 4,598,568
Transfer to Capital Reserve	(8,353,030)	(8,353,030)	-	-	(1,718,546)	(1,718,546)
Total transfers	\$ (5,944,715)	\$ 2,408,315	\$ -	\$ -	\$ 2,880,022	\$ 2,880,022
Total Operating Surplus/(Deficit)	\$ (5,130,318)	\$ -	\$ (219,279)	\$ 62,528	\$ 156,750	\$ -

Distribution of Condo Area Fees

Common Area	FY 2025-26		FY 2026-27	
	Approved		Draft	Change \$
BAAQMD	\$ 1,953,004	\$	1,970,145	\$ 17,141
ABAG*	202,494		227,342	\$ 24,848
BATA/MTC	2,148,170		2,143,953	(4,217)
Total	\$ 4,303,668	\$	4,341,440	\$ 37,772
Shared Services				
BAAQMD	\$ 2,095,981	\$	1,778,417	\$ (317,564)
ABAG	217,318		205,217	\$ (12,101)
BATA/MTC	2,305,435		1,935,309	(370,126)
Total	\$ 4,618,734	\$	3,918,943	\$ (699,791)
Grand Total	\$ 8,922,402	\$	8,260,383	\$ (662,019)

* Max ABAG assessment fee for FY 2026-27 is \$432,559 based on CC&R Section 2.01(h)(6). Per MTC Commission approval on December 15, 2021, ABAG shared services are paid by MTC and ABAG will pay all Common Area assessments.

	RSF	
MTC/BATA	96,257	45.58%
BAAQMD	95,834	45.38%
ABAG	19,091	9.04%
	211,182 **	100.00%
375 Condo Sq. Ft		
375 Beale Condo	211,182 **	42.67%
BAHA Commercial	283,774	57.33%
Total CC&R Sq. Ft.	494,956	100.00%
** Agency Space RSF from CC&R Exhibit B and 15,600 RSF for 1st floor conference room.		

Building Development Budget FY 2026-27

	FY 2025-26 Life-To-Date (LTD)	Actuals as of March 2026 Life-To-Date (LTD)	March 2026 Remaining Balance	FY 2026-27 Draft	FY 2026-27 Life-To-Date (LTD)
Sources					
Insurance proceeds	\$ 1,817,087	\$ 1,885,068	\$ (67,981)	\$ -	\$ 1,817,087
Transfer in from MTC	801,160	801,160	-	-	801,160
Transfer in from SAFE	112,910	112,910	-	-	112,910
Purchase from ABAG	1,600,000	5,015,497	(3,415,497)	-	1,600,000
Purchase from Air District	34,000,000	29,684,243	4,315,757	-	34,000,000
Reimbursement from PG&E	54,601	54,601	-	-	54,601
TFCA Grant	82,000	82,000	-	-	82,000
Grant Local Match from MTC/BATA	119,000	119,000	-	-	119,000
Grant Local Match from Air District	150,000	150,000	-	-	150,000
Capital Contribution (BATA), SPANs & staff costs	285,356,009	285,356,009	-	-	285,356,009
Interest Revenue	-	1,400,196	(1,400,196)	622,857	622,857
Reimbursement for Capital Expenditure	-	1,156,132	(1,156,132)	-	-
Miscellaneous	-	984	(984)	-	-
Transfer in from BAHA Operation	290,781	245,634	45,147	-	290,781
Total Transfer In	\$ 324,383,548	\$ 326,063,433	\$ (1,679,885)	\$ 622,857	\$ 325,006,405
Uses					
Purchase Building	\$ 93,000,000	\$ 93,000,000	\$ -	\$ -	\$ 93,000,000
Building Development	154,207,882	153,941,120	266,762	-	154,207,882
Insurance	573,017	573,317	(300)	-	573,017
Furniture, Fixtures, Equipment	15,000,000	15,000,000	-	-	15,000,000
12V Feed	307,606	307,606	-	-	307,606
EV Charging Station	351,000	340,324	10,676	-	351,000
Staff Costs	8,404,890	8,290,594	114,296	-	8,404,890
Transfer Out	400,000	186,280	213,720	622,857	1,022,857
Total Usage	\$ 272,244,395	\$ 271,639,241	\$ 605,154	\$ 622,857	\$ 272,867,252

Commercial Development Fund Life To Date thru FY 2026-27

Program #	Budget	FY 2025-26 Life-To-Date (LTD)	Actuals as of March 2026 Life-To-Date Actual	March 2026 Remaining Balance	FY 2026-27 Draft			FY 2026-27 Life-To-Date (LTD)
					Tenant Improvements	Commissions	Total	
9143	Transfer In	\$ 52,139,153	\$ 54,424,192	\$ (2,285,039)	\$ -	\$ -	\$ -	\$ 52,139,153
9140	Ada's Café	465,454	279,174	186,280	-	-	-	465,454
9141	BCDC	7,016,736	7,016,736	(0)	-	-	-	7,016,736
9142	Cubic Reimbursement for TI	562,648	562,648	0	-	-	-	562,648
9144	Air District	3,000,000	3,000,000	-	-	-	-	3,000,000
9145	T.I. WETA	220,482	220,482	-	-	-	-	220,482
		\$ 63,404,473	\$ 65,503,232	\$ (2,098,759)	\$ -	\$ -	\$ -	\$ 63,404,473
9135	T.I. Rutherford and Chekene	\$ 1,235,930	\$ 599,726	\$ 636,204	\$ -	\$ -	\$ -	\$ 1,235,930
9136	Conduent (Xerox)	110,975	110,975	(0)	-	-	-	110,975
9137	T.I. Degenkolb	2,287,410	2,287,410	0	-	-	-	2,287,410
9138	T.I. Twilio	10,178,398	10,178,398	-	-	-	-	10,178,398
9139	Engineering/Architectural	350,000	350,000	-	-	-	-	350,000
9140	T.I. Ada's Café	465,454	279,174	186,280	-	-	-	465,454
9141	BCDC	7,016,736	7,016,736	(0)	-	-	-	7,016,736
9142	Cubic	562,648	562,648	0	-	-	-	562,648
9144	Temazcal	5,049,886	4,760,648	289,238	-	-	-	5,049,886
9145	T.I. WETA	220,482	-	220,482	-	-	-	220,482
	Total Tenant Improvements	\$ 27,477,919	\$ 26,145,715	\$ 1,332,204	\$ -	\$ -	\$ -	\$ 27,477,919
	Surplus/(deficit) before transfers	\$ 35,926,554	\$ 39,357,517	\$ (3,430,963)	\$ -	\$ -	\$ -	\$ 35,926,554
	Transfer Out - Building Improvement	\$ 2,500,000	\$ 2,518,283	\$ (18,283)	\$ -	\$ -	\$ -	\$ 2,500,000
	Net	\$ 33,426,554	\$ 36,839,234	\$ (3,412,680)	\$ -	\$ -	\$ -	\$ 33,426,554

Building Improvement Fund Life-To-Date (LTD)

Program # Budget	FY 2025-26 Life-To-Date (LTD)	Actuals as of March 2026 Life-To-Date (LTD)	March 2026 Remaining Balance	FY 2026-27 Draft	FY 2026-27 Life-To-Date (LTD)
Transfer In from Operating Reserve	\$ 41,319,437	\$ 41,319,437	\$ 21,407,911	\$ 1,718,546	\$ 43,037,983
Transfer In from Building Development Budget - Interest Revenue				622,857	622,857
Total Transfers	\$ 41,319,437	\$ 41,319,437	\$ 21,407,911	\$ 2,341,403	\$ 43,660,840
In-House Improvement Project					
9160 IT Improvement Project	\$ 5,569,500	\$ 2,615,982	\$ 2,953,518	\$ -	\$ 5,569,500
9161 Agency Space Modification	8,378,834	1,865,788	6,513,046	(3,375,689)	5,003,146
9162 Agency Infrastructure Improvement	4,125,565	432,893	3,692,672	(2,200,000)	1,925,565
9163 Level 1 Public Space Modifications	4,532,166	5,167,431	(635,265)	635,265	5,167,431
Total In-House Project	\$ 22,606,065	\$ 10,082,095	\$ 12,523,970	\$ (4,940,424)	\$ 17,665,642
CW Improvement Project					
9180 AHUs1-4 Eyebrow Install	\$ 1,210,258	\$ 577,024	\$ 633,234	\$ 591,403	\$ 1,801,661
9181 Building Improvement	8,740,348	4,403,115	4,337,233	750,000	9,490,348
9182 Façade Repair & Window Replacement	7,512,766	4,799,611	2,713,154	5,940,424	13,453,189
Total CW Project	\$ 17,463,372	\$ 9,779,751	\$ 7,683,621	\$ 7,281,827	\$ 24,745,198
Total Building Improvement Budget	\$ 40,069,437	\$ 19,861,846	\$ 20,207,591	\$ 2,341,403	\$ 42,410,840
9130 Lease Commissions	\$ 1,250,000	\$ 49,680	\$ 1,200,320	\$ -	\$ 1,250,000
Net	\$ -	\$ 21,407,911	\$ -	\$ -	\$ -

Reclasses:

\$635,265 from WE 9161 to 9163 to zero out project

\$1,540,423.50 from WE 9161 to 9182 to adjust for initial façade budget not included in 9182

\$1,200,000 from WE 9161 to 9182 to cover additional façade budget ask

\$750,000 from WE 9162 to 9181 to cover CW asks for Media Source - Screen, UPS Batteries Replacement, and potential TI costs

\$1,450,000 from WE 9162 to 9182 to cover additional façade budget ask



Proposed FY 2026-27 Operating and Capital Budget

Bay Area Headquarters Authority

May 27, 2026

Bay Area Headquarters Authority (BAHA) Overview

BAHA purchased 375 Beale Street in 2011

In 2016, the three entities below moved into the building, and established a condominium corporation to divide ownership

- Metropolitan Transportation Commission (MTC)
- Bay Area Air Quality Management District (BAAQMD)
- Association of Bay Area Governments (ABAG)

Revenue to fund the budget is derived from:

- Assessments from the three condominium owners
- Lease income from private tenants
- Miscellaneous (e.g., Parking, investments)

Bay Area Headquarters Authority (BAHA)

Overview (continued)

Expenses are categorized in three ways:

- **Common Area** (Expenses shared by all tenants: ex: atrium lighting, water, garbage)
- **Shared Services** (Benefit the condo owners — ex: Board room technology improvements)
- **Capital** (High dollar, long-lasting projects — ex: Wi-Fi upgrades and maintenance, stairwell improvements, roofing)
- Cushman and Wakefield (CW) provides professional property management (lease collection, repairs and maintenance, etc.)



Setting the Stage – Budget Challenges

- 375 Beale requires ongoing capital maintenance to maintain a safe and functional building, and to make the building desirable to future tenants
- Capital projects are funded by operating surpluses and accumulated reserves
- Existing tenants have not renewed leases, and a competitive office rental market is directly affecting rental income; BAHA is unable to cover both operating and capital expenses without a draw from reserves
- Proposed FY 2026-27 Operating budget includes a \$2.9 million deficit, funded by drawing from reserves
- Capital Project requests total \$2.3 million, including addressing recommendations from a recently completed facade inspection
- No long-term funding solution has been identified for remaining capital needs.

BAHA Proposed FY 2026-27 Operating Budget

Total Revenue \$13.6 million -9%

- Assessments are decreased proportionally to decreased expenses
- Lease revenue (provided by Cushman and Wakefield)
- Other – Decrease projected from investment returns

Expenses \$16.5 million -5%

- Salary & Benefit – Cost of Living adjustment
- Tech. (Backnet infrastructure, Security, Hybrid telepresence)
- Property Mgt. (Utilities, administrative, Repairs & Maint., Security, labor/benefits)
- Other (Legal, supplies, insurance, etc.).
- Operating deficit covered by a draw from Operating Reserves

Revenue Source	FY 2025-26 Approved (\$ thousands)	FY 2026-27 Proposed (\$ thousands)	Change
Assessments	\$8,923	\$8,260	(7.2%)
Lease	4,502	4,699	0.9%
Other	1,498	630	(57.9%)
Total Revenue	\$14,923	\$13,590	(8.9%)
Expense	FY 2025-26 Approved (\$ thousands)	FY 2026-27 Proposed (\$ thousands)	Change
Salary, Benefit & Overhead	\$3,405	\$3,382	(0.7%)
Tech. licenses & maint.	2,241	2,171	(3.1%)
Property Management	9,070	9,035	(0.4%)
Other	2,615	1,882	(24.4%)
Total Expense	\$17,331	\$16,470	(5.0%)
Operating Surplus/(deficit)	(\$2,408)	(\$2,880)	19.6%

BAHA Proposed FY 2026-27 Capital Budget

Total Capital project requests of \$2.3M

Property Management Projects	}	AHUs 1-4 Eyebrow Install	\$591K
		Façade Repair & Window Replacement	\$1,750K

Total façade program:
\$20.2 million with \$6.8 million unfunded