

STAFF REPORT FOR CALENDAR ITEM NO.: 10
FOR THE MEETING OF: July 10, 2025

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorizing the Executive Director to execute Amendments to the Professional Services Agreements for Legal Services with the bench of law firms providing services in their respective practice areas on an as-needed basis to extend the term of the agreements by two years and make certain clarifying edits regarding compensation without changing the scope of services or agreed upon rates.

EXPLANATION:

Following a 2020 Request for Proposal process, the TJPA Board approved the execution of Professional Services Agreements for Legal Services with the following bench of law firms:

- Shute, Mihaly & Weinberger LLP, general counsel/land use/environmental/real estate
- Renne Public Law Group LLP, labor and employment counsel
- Nixon Peabody LLP, public and private finance counsel
- Thompson Coburn LLP, federal compliance counsel

Each firm has an agreement to provide legal services in their respective practice areas on an as-needed basis for a five-year term, with the option to extend each for two additional two-year terms. Work is authorized via written Requests for Services and billed hourly at the rates included in each respective agreement.

Each of the agreements requires an extension; expiration dates are shown below:

Shute, Mihaly & Weinberger LLP	8/31/25
Renne Public Law Group LLP	8/31/25
Nixon Peabody LLP	8/31/25
Thompson Coburn LLP	8/31/25

RECOMMENDATION:

TJPA staff recommends that the TJPA Board authorize the Executive Director to extend the term of each agreement for the bench of law firms providing services in their respective practice areas on an as-needed basis by two years and make certain clarifying edits regarding compensation without changing the scope of services or agreed upon rates.

ENCLOSURES:

1. Resolution
2. Amendments

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California to deliver the Transbay Program, and requires legal services to fulfill this responsibility; and

WHEREAS, On July 1, 2020, the TJPA issued a Request for Proposals for Legal Services to provide a broad range of general and specialized legal advice and representation; and

WHEREAS, On August 18, 2020, the TJPA Board of Directors authorized the Executive Director to create a bench of firms and execute Legal Services Agreements for terms of five years each, with options to extend each agreement for two additional two-year terms; and

WHEREAS, The TJPA has negotiated Amendments with four firms to provide legal services based on TJPA's needs in a particular area of expertise, to extend each agreement by two years and make certain clarifying edits regarding compensation without changing the scope of services or agreed upon rates; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendments to the Professional Services Agreements for Legal Services with the following law firms providing services in their respective practice areas on an as-needed basis to extend the term of the agreements by two years:

- Shute, Mihaly & Weinberger LLP, general counsel/land use/environmental/real estate
- Renne Public Law Group LLP, labor, and employment counsel
- Nixon Peabody LLP, public and private finance counsel
- Thompson Coburn LLP, federal compliance counsel

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 10, 2025.

Secretary, Transbay Joint Powers Authority

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Shute, Mihaly and Weinberger, LLP

THIS Amendment No. 01 to the Professional Services Agreement, 20-05-LEGAL-001, to provide Legal Services dated August 18, 2020 ("Agreement"), is entered into as of the ____ day of _____, 2025 in San Francisco, California, by and between the Transbay Joint Powers Authority ("TJPA") and Shute, Mihaly & Weinberger, LLP ("Attorney").

Recitals

A. On August 18, 2020, the TJPA Board of Directors adopted Resolution No. 20-027 authorizing the TJPA's Executive Director to execute an Agreement with the Attorney for the Services required by the Agreement for an amount not to exceed Three Million Dollars (\$3,000,000).

B. The original Agreement provides TJPA with the right to extend the Agreement for two (2) additional two (2) year terms, subject to and conditioned upon the written agreement of the Attorney and approval of such extension by the TJPA.

C. The TJPA and Attorney desire to exercise the first option to extend the term of the Agreement by two (2) years and increase the maximum compensation under the Agreement without changing the scope of the Agreement.

Terms and Conditions

Now, therefore, the TJPA and Attorney agree to amend the following sections of the Agreement as follows (deletions shown in strikeout, additions shown in italics):

Section 2. Term of the Agreement, is hereby modified as follows:

Subject to Section 1, the term of this Agreement shall be for ~~5-years~~ **7 years** from the Effective Date of the Agreement, as described in Section 3, "Effective Date of Agreement," provided that (i) the TJPA shall have the right to extend this Agreement for ~~two (2)~~ **One (1)** additional two (2) year terms by providing to the Attorney written notice of such extension on or before the expiration date of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Attorney and the approval of such extension by the TJPA.

Section 5. Compensation, is hereby modified as follows:

- a. The Attorney shall perform all services on an as-needed basis, based on RFS that may be issued by the TJPA from time to time. ~~Six (6) law firms have been authorized to enter into similar agreements for distinct legal practice areas, and the TJPA Board has authorized the expenditure of a total of Eleven Million Dollars (\$11,000,000) for all services to be performed by all six (6) law firms over the next five (5) years. At the time of execution of these agreements, it is unknown as to the amount and type of legal work that may arise. Accordingly, for purposes of convenience only, the~~ **The** total compensation under this Agreement is set at an amount not to exceed ~~Three Million Dollars (\$3,000,000)~~ **Four Million Five Hundred Thousand Dollars (\$4,500,000)**. ~~As the need for services arises, the services under this Agreement could end up to be substantially more or substantially less than~~

~~the Three Million Dollars (\$3,000,000) stated herein, with no guarantee of a minimum amount.~~

- b. All work under this Agreement shall be compensated on an hourly fee basis, subject to any maximum price set forth in a particular RFS. In no event shall the total compensation under this Agreement exceed ~~Three Million Dollars (\$3,000,000)~~ **Four Million Five Hundred Thousand Dollars (\$4,500,000)**. The breakdown of the Attorney's fees appears in Appendix B, Fees.
- c. Hourly rates for services are to remain fixed during the entire contract period, including any option periods, pursuant to Appendix B.
- d. No charges shall be incurred under this Agreement nor shall any payments become due to the Attorney until the Services required under this Agreement are received from the Attorney and approved by the Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Attorney in any instance in which the Attorney has failed or refused to satisfy any material obligation provided for under this Agreement.
- e. In no event shall the TJPA be liable for interest or late charges for any late payments.

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

The individuals executing this Amendment No. 01 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 effective as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

ATTORNEY

Adam Van De Water
Executive Director

Deborah Miller, Partner
Shute, Mihaly & Weinberger, LLP
396 Hayes Street
San Francisco, CA 94102
Phone: (415) 552-7272
miller@smwlaw.com

Approved as to Form by:

TJPA Legal Counsel

Federal Employer ID Number: 94-2647744

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

Secretary, TJPA Board

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Renne Public Law Group, LLP

THIS Amendment No. 1 to the Professional Services Agreement, 20-05-LEGAL-002, to provide Legal Services dated August 18, 2020 ("Agreement"), is entered into as of the ____ day of _____ 2025, in San Francisco, California, by and between the Transbay Joint Powers Authority ("TJPA") and Renne Public Law Group, LLP ("Attorney").

Recitals

A. On August 18, 2020, the TJPA Board of Directors adopted Resolution No. 20-027 authorizing the TJPA's Executive Director to execute an Agreement with the Attorney for the Services required by the Agreement for an amount not to exceed One Million Dollars (\$1,000,000).

B. The original Agreement provides TJPA with the right to extend the Agreement for two (2) additional two (2) year terms, subject to and conditioned upon the written agreement of the Attorney and approval of such extension by the TJPA.

C. The TJPA and Attorney desire to exercise the first option to extend the term of the Agreement by two (2) years, and make certain clarifying edits regarding compensation, without changing the scope of services and not to exceed amount under the Agreement.

Terms and Conditions

Now, therefore, the TJPA and Attorney agree to amend the following sections of the Agreement as follows (deletions shown in strikeout, additions shown in italics):

Section 2. Term of the Agreement, is hereby modified as follows:

Subject to Section 1, the term of this Agreement shall be for ~~5 years~~ **7 years** from the Effective Date of the Agreement, as described in Section 3, "Effective Date of Agreement," provided that (i) the TJPA shall have the right to extend this Agreement for ~~two (2)~~ **One (1)** additional two (2) year terms by providing to the Attorney written notice of such extension on or before the expiration date of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Attorney and the approval of such extension by the TJPA.

Section 5a. Compensation, is hereby modified as follows:

The Attorney shall perform all services on an as-needed basis, based on RFS that may be issued by the TJPA from time to time. ~~Six (6) law firms have been authorized to enter into similar agreements for distinct legal practice areas, and the TJPA Board has authorized the expenditure of a total of Eleven Million Dollars (\$11,000,000) for all services to be performed by all six (6) law firms over the next five (5) years. At the time of execution of these agreements, it is unknown as to the amount and type of legal work that may arise. Accordingly, for purposes of convenience only, the~~ **The** total compensation under this Agreement is set at an amount not to exceed One Million Dollars (\$1,000,000). ~~As the need for services arises, the services under this Agreement could end up to be substantially more or substantially less than the One Million Dollars (\$1,000,000) stated herein, with no guarantee of a minimum amount.~~

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

The individuals executing this Amendment No. 01 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 effective as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

ATTORNEY

Adam Van De Water
Executive Director

Jonathan Holtzman, Partner
Renne Public Law Group, LLP
350 Sansome Street, Suite 300
San Francisco, CA 94104
415-810-9447
jholtzman@publiclawgroup.com

Approved as to Form by:

Federal Employer ID Number: 82-3644124

TJPA Legal Counsel

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

Secretary, TJPA Board

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Nixon Peabody, LLP

THIS Amendment No. 1 to the Professional Services Agreement, 20-05-LEGAL-003, to provide Legal Services dated August 18, 2020 ("Agreement"), is entered into as of the ___ day of _____ 2025, in San Francisco, California, by and between the Transbay Joint Powers Authority ("TJPA") and Nixon Peabody, LLP ("Attorney").

Recitals

A. On August 18, 2020, the TJPA Board of Directors adopted Resolution No. 20-027 authorizing the TJPA's Executive Director to execute an Agreement with the Attorney for the Services required by the Agreement for an amount not to exceed One Million Dollars (\$1,000,000).

B. The original Agreement provides TJPA with the right to extend the Agreement for two (2) additional two (2) year terms, subject to and conditioned upon the written agreement of the Attorney and approval of such extension by the TJPA.

C. The TJPA and Attorney desire to exercise the first option to extend the term of the Agreement by two (2) years, and make certain clarifying edits regarding compensation, without changing the scope of services and not to exceed amount under the Agreement.

Terms and Conditions

Now, therefore, the TJPA and Attorney agree to amend the following sections of the Agreement as follows (deletions shown in strikeout, additions shown in *italics*):

Section 2. Term of the Agreement, is hereby modified as follows:

Subject to Section 1, the term of this Agreement shall be for ~~5 years~~ *7 years* from the Effective Date of the Agreement, as described in Section 3, "Effective Date of Agreement," provided that (i) the TJPA shall have the right to extend this Agreement for ~~two (2)~~ *One (1)* additional two (2) year terms by providing to the Attorney written notice of such extension on or before the expiration date of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Attorney and the approval of such extension by the TJPA.

Section 5a. Compensation, is hereby modified as follows:

The Attorney shall perform all services on an as-needed basis, based on RFS that may be issued by the TJPA from time to time. ~~Six (6) law firms have been authorized to enter into similar agreements for distinct legal practice areas, and the TJPA Board has authorized the expenditure of a total of Eleven Million Dollars (\$11,000,000) for all services to be performed by all six (6) law firms over the next five (5) years. At the time of execution of these agreements, it is unknown as to the amount and type of legal work that may arise. Accordingly, for purposes of convenience only, the~~ *The* total compensation under this Agreement is set at an amount not to exceed One Million Dollars (\$1,000,000). ~~As the need for services arises, the services under this Agreement could end up to be substantially more or substantially less than the One Million Dollars (\$1,000,000) stated herein, with no guarantee of a minimum amount.~~

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

The individuals executing this Amendment No. 01 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 effective as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

ATTORNEY

Adam Van de Water
Executive Director

Travis Gibbs, Partner
Nixon Peabody, LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111-3600
415-984-8336
tgibbs@nixonpeabody.com

Approved as to Form by:

Federal Employer ID Number: 16-0764720

TJPA Legal Counsel

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

Secretary, TJPA Board

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Thompson Coburn, LLP

THIS Amendment No. 1 to the Professional Services Agreement, 20-05-LEGAL-006, to provide Legal Services dated August 18, 2020 ("Agreement"), is entered into as of the ___ day of _____ 2025, in San Francisco, California, by and between the TRANSBAY JOINT POWERS AUTHORITY ("TJPA") and Thompson Coburn, LLP ("Attorney").

Recitals

A. On August 18, 2020, the TJPA Board of Directors adopted Resolution No. 20-027 authorizing the TJPA's Executive Director to execute an Agreement with the Attorney for the Services required by the Agreement for an amount not to exceed One Million Dollars (\$1,000,000).

B. The original Agreement provides TJPA with the right to extend the Agreement for two (2) additional two (2) year terms, subject to and conditioned upon the written agreement of the Attorney and approval of such extension by the TJPA.

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Terms and Conditions

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

The individuals executing this Amendment No. 01 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 effective as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

ATTORNEY

Adam Van de Water
Executive Director

Approved as to Form by:

TJPA Legal Counsel

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

Secretary, TJPA Board

Kent Woodman, Senior Counsel
Thompson Coburn, LLP
1909 K Street, N.W., Suite 600
Washington, D.C. 20006
202-585-6925
kwoodman@thompsoncoburn.com

Federal Employer ID Number: 43-066662