

**STAFF REPORT FOR CALENDAR ITEM NO.: 9.4  
FOR THE MEETING OF: March 12, 2026**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute an amendment of the agreement for Federal Advocacy Services with Carpi & Clay, Inc. to adjust the total contract compensation from \$1,100,000 to \$990,000.

**EXPLANATION:**

The Transbay Joint Powers Authority (TJPA) desires to continue to have effective relationships with federal authorities, agencies, and officials to be proactive in developing federal funding opportunities for the Transbay Program's Transit Center and Downtown Rail Extension project, also known as The Portal. To do so, the TJPA recognizes the need for continuous representation of its interests via qualified firms based in Washington, D.C. who provide such professional services.

Continued operations of the Transit Center as well as the critical state of The Portal in the Federal Transit Administration's Capital Investment Grants program calls for continuing a robust federal advocacy program. This includes operating and capital improvement grants for the Transit Center as well as expected intense federal activity associated with seeking and obtaining a Full Funding Grant Agreement under the federal New Starts program, accessing federal loans under the Transportation Infrastructure Finance and Innovation Act (TIFIA) and Railroad Rehabilitation and Improvement Financing (RRIF) programs, and the significant amount of work associated with pursuing and maximizing all other potential federal loan, infrastructure, and grant funding available for the Transbay Program. The TJPA is also looking to receive targeted information and analysis of federal legislation, regulations, and activities that relate specifically to the Transbay Program.

In October 2022, the TJPA issued a Request for Proposals (RFP) for Federal Advocacy services. Following evaluations and interviews, a selection committee recommended the firm of Carpi & Clay, Inc. provide federal advocacy services. In January 2023, the TJPA Board awarded Carpi & Clay, Inc. a five-year contract, with three options to extend for an additional one year each.

Today's amendment would be the first within the five-year contract. Due to the decrease in available funding opportunities requiring less grant writing and advocacy, TJPA staff and the contractor agreed to a reduction in monthly retainer costs from \$15,000 to \$10,000 for the remainder of the contract period of about two years until its expiration in 2028; the change results in a decrease in the total compensation of the Agreement from \$1,100,000 to the new total of \$990,000. All other contract terms and conditions remain intact, including scope of services to be provided as approved in the original contract approved by the Board in January 2023.

The contractor consists of a bipartisan team of government relations professionals with decades of experience representing transit agencies, joint powers authorities, railroads, and public agencies in Washington, D.C. This includes substantial expertise in and experience with the

federal funding streams that are essential components of The Portal funding plan, especially regarding the RRIF and TIFIA programs. Carpi & Clay along with the subcontractor has served the TJPA for the past 15 years as its federal advocate.

**RECOMMENDATION:**

Staff recommends that the Board of Directors authorize the Executive Director to execute an amendment in the form enclosed of the agreement for Federal Advocacy Services with Carpi & Clay, Inc., adjusting the total contract compensation to \$990,000.

**ATTACHMENTS:**

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, On October 18, 2022, the Transbay Joint Powers Authority (TJPA) issued a Request for Proposals (RFP) for Legislative Advocacy Services; and

WHEREAS, On November 18, 2022, the TJPA received two written proposals in response to the RFP, one for Federal Advocacy Services and another for State and Regional Advocacy Services; and

WHEREAS, A Selection Committee evaluated the Federal Advocacy Services proposal for technical merit; and

WHEREAS, The Selection Committee found that the proposal submitted by Carpi & Clay, Inc. was responsive to the RFP and that Carpi & Clay, Inc. is well-qualified to perform the scope of services in a cost-effective manner; and

WHEREAS, TJPA Board approved Carpi & Clay, Inc. to be retained for five years at the negotiated annual price of \$220,000 (fixed monthly retainer of \$15,000 with a \$10,000 allowance per year for certain travel costs and up to \$30,000 per year for grant writing services), for a total compensation not to exceed \$1,100,000 for the base term, and with options to extend the agreement for up to three one-year terms; and

WHEREAS, Carpi & Clay, Inc. has been providing satisfactory services and the TJPA expects to continue to benefit from professional representation of its interests with federal departments, agencies, and officials; and

WHEREAS, TJPA staff recommends the Board of Directors authorize the Executive Director to execute an amendment of the agreement for Federal Advocacy Services with Carpi & Clay, Inc. to reduce the monthly retainer from \$15,000 to \$10,000 for the remainder of the contract period of about two years, decreasing the total compensation for the base term to \$990,000; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute an amendment of the agreement for Federal Advocacy Services with Carpi & Clay, Inc., adjusting the total compensation to \$990,000.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of March 12, 2026.

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Secretary, Transbay Joint Powers Authority

**Amendment No. 01  
Professional Services Agreement between  
the Transbay Joint Powers Authority and  
Carpi & Clay, Inc.**

THIS Amendment No. 01 to the Professional Services Agreement to provide Federal Advocacy Services dated February 1, 2023 (“Agreement”), is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 in San Francisco, California, by and between the Transbay Joint Powers Authority (“TJPA”), and Carpi & Clay, Inc. (“Contractor”).

**Recitals**

- A. On January 12, 2023, the TJPA Board of Directors adopted Resolution No. 23-005 authorizing the TJPA’s Executive Director to execute this Agreement with the Contractor for the Services.
- B. The TJPA and Contractor agree to modify the budget under the Agreement by reducing the monthly retainer fee, resulting in a corresponding decrease in the total compensation of the Agreement.
- C. On March 12, 2026, the TJPA Board of Directors adopted Resolution No. \_\_\_\_\_ authorizing the TJPA’s Executive Director to execute Amendment No. 01 to the Agreement.
- D. The TJPA and Contractor intend that this Amendment No. 01 to the Agreement complies with the regulations of the United States Department of Transportation (“USDOT”).

**Terms and Conditions**

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

- I. Section 5. Compensation of the Agreement is hereby modified as follows:

**5. Compensation**

a. All work under this Agreement shall be compensated on a retainer and/or time and materials basis, as specified in Appendix B, subject to any maximum price set forth in a particular NTP. In no event shall the total compensation under this Agreement exceed ~~One Million One Hundred Thousand and No/100 Dollars (\$1,100,000)~~ ***Nine Hundred Ninety Thousand and No/100 Dollars (\$990,000)***. The breakdown of the Contractor’s fees appears in Appendix B, Fees.

b. Fees for services are to remain fixed during the entire contract period through a monthly retainer, including any option periods, pursuant to Appendix B.

c. No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until the Services required under this Agreement are received from the Contractor and approved by the Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

d. In no event shall the TJPA be liable for interest or late charges for any late payments.

II. Appendix B – Fees, Base Term Fees, of the Agreement is hereby modified as follows:

**Base Term Fees**

The following Fees apply for the Scope of Services under the Agreement during the Base Term of the Agreement:

<b>Contract Years</b>	<b>Monthly Retainer</b>	<b>Yearly ODC</b>	<b>As-Needed Yearly Grant Writing Services</b>	<b>Yearly Retainer + ODC Total</b>
1- <del>3</del>	\$15,000	\$10,000	\$30,000	\$220,000
<u>4</u>	<u>\$10,000*</u>	<u>\$10,000</u>	<u>\$30,000</u>	<u>\$170,000</u>
<u>5</u>	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$30,000</u>	<u>\$160,000</u>
<b>Base Term Total</b>				<b>\$1,100,000</b> <b><u>\$990,000</u></b>
<b>Option 1 (Contract Year 6)</b>	\$15,000	\$10,000	\$30,000	\$220,000
<b>Option 2 (Contract Year 7)</b>	\$15,000	\$10,000	\$30,000	\$220,000
<b>Option 3 (Contract Year 8)</b>	\$15,000	\$10,000	\$30,000	\$220,000
<b>Base Term Total with Options</b>				<b>\$1,760,000</b> <b><u>\$1,650,000</u></b>

\*Revised retainer amount does not take effect until the first full month after Board approval.

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 contract Amendment No. 01 as of the day first mentioned above.

**TRANSBAY JOINT POWERS  
AUTHORITY**

**CONTRACTOR**  
Carpi & Clay, Inc.

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Adam Van de Water  
Executive Director

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Julie Minerva  
Carpi & Clay, Inc.  
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[jminerva@carpiclay.com](mailto:jminerva@carpiclay.com)

**Approved as to Form by:**

Federal Identification Number: 20-0649353

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TJPA Legal Counsel

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

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Secretary, TJPA Board