

STAFF REPORT FOR CALENDAR ITEM NO.: 7.4
FOR THE MEETING OF: September 12, 2013

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute amendments to extend Agreements for Federal Advocacy Services with Manatt, Phelps & Phillips LLP and Chambers, Conlon & Hartwell for two years each and additional compensation of \$305,000 each (\$152,500 each per year), with an option remaining to extend each Agreement for an additional two years.

EXPLANATION:

The 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 Transit Center Program. In order to do so, the TJPA recognizes the need for continuous representation of its interests via qualified firms in Washington, D.C. who provide such professional services. The TJPA currently has agreements with Manatt, Phelps & Phillips and Chambers, Conlon & Hartwell that will expire on September 30, 2013.

The TJPA issued a Request for Proposals (RFP) for Federal Advocacy Services in June 2010 and received nine proposals in response. Following evaluations, a selection committee determined the firms of Holland & Knight and Chambers, Conlon & Hartwell to be ranked highest, based on the individuals on their respective teams. On September 9, 2010 the TJPA Board approved awarding a three year contract to each firm, with the right to extend each contract for an additional two 2-year options. Today's amendment is the first such extension of each contract, and one additional 2-year option will remain.

In October 2011 Holland & Knight informed TJPA that Julie Minerva, Project Manager on the contract, would be leaving the firm effective November 4, 2011 to work with the firm of Manatt, Phelps & Phillips. The federal legislative and regulatory counseling services provided by Ms. Minerva were of great importance to the continued success of the project; thus the Holland & Knight agreement was assigned and novated in November 2011 to Manatt, Phelps & Phillips to perform the services and obligations under the original Agreement.

Staff continues to recommend maintaining two contracts for the provision of federal lobbyist services to help meet the significant on-going need for representation in Washington, DC. The visibility of the project, the intense federal activity leading up to the next transportation bill reauthorization, and the significant amount of work associated with pursuing and maximizing all potential federal loan and grant funding available for both Phases 1 and 2 call for a robust federal advocacy program that is best met by these two firms, who have a demonstrated ability to work together successfully. The firms bring different but complementary attributes to the legislative effort. The two firms cover a broad range of expertise and have access to both political and administrative offices in Washington.

Contract compensation is paid via monthly retainer, a common practice for advocacy firms that will benefit the TJPA as provision of services will not be limited by high hourly rates. TJPA has

adequate budget for both agreements. The compensation for both option periods was negotiated at the time of the original agreements and is \$12,500 per month. Each agreement also includes expense reimbursements of up to \$2,500 per year.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute amendments to extend Agreements for Federal Advocacy Services with Manatt, Phelps & Phillips LLP and Chambers, Conlon & Hartwell, for additional compensation of \$305,000 for a period of two years, with the option to extend each Agreement for one additional 2-year term.

ATTACHMENTS:

1. Resolution
2. Amendments

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On June 28, 2010, the Transbay Joint Powers Authority (TJPA) issued a Request for Proposals (RFP) for a consultant or consultants to provide Federal Advocacy Services; and

WHEREAS, On July 27, 2010, the TJPA received nine proposals in response to the RFP, and a Selection Committee evaluated these proposals for technical merit; and

WHEREAS, The Selection Committee found the proposals submitted by Holland & Knight and Chambers, Conlon & Hartwell to be the most responsive to the RFP and that the proposers were well qualified to perform the scope of services in a cost-effective manner; and

WHEREAS, On September 9, 2011, the TJPA Board authorized the Executive Director to execute Agreements with each firm for terms of three years each and an amount not to exceed \$403,500 each, with the option of extending each agreement for two 2-year terms; and

WHEREAS, Due to staffing changes, on November 9, 2011 the contract with Holland & Knight was assigned and novated to the firm of Manatt, Phelps & Phillips LLP to perform the services and obligations under the original Agreement; and

WHEREAS, Both firms have been providing satisfactory services and both agreements include an option to extend the terms, with pre-negotiated prices for the option years; and

WHEREAS, TJPA staff recommends that both Manatt, Phelps & Phillips and Chambers, Conlon & Hartwell be retained for two additional years at the negotiated annual price of \$152,500 each; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the amendments to extend Agreements for Federal Advocacy Services with Manatt, Phelps & Phillips and Chambers, Conlon & Hartwell for two years each and additional compensation of \$305,000 each, with an option to extend each agreement for an additional two-year term.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 12, 2013.

Secretary, Transbay Joint Powers Authority

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Manatt, Phelps & Phillips LLP

THIS Amendment No. 1 to the Professional Services Agreement to furnish federal advocacy services dated September 9, 2010 (“Agreement”) is entered into as of the 1st day of October 2013 in San Francisco, California, by and between **Manatt, Phelps & Phillips LLP** (“Contractor”), and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

A. On September 9, 2011, the TJPA awarded a Professional Services Agreement to Holland & Knight for the provision of federal advocacy services, for a 3-year period with two 2-year options.

B. On November 9, 2011, the Professional Services Agreement was assigned and novated to Contractor due to staffing changes between the firms.

C. The TJPA and Contractor desire to extend the term of the Agreement, exercising the first 2-year option, without changing the scope or deliverables under the Agreement.

D. On _____, 2013, the TJPA Board of Directors adopted Resolution No. _____, authorizing the extension of the Agreement for two years at the option price of \$150,000 per year plus reimbursement of up to \$2,500 in expenses per year.

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:

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be for five years from the Effective Date of the Agreement, as described in Section 3 below, provided that (i) the TJPA shall have the right to extend this Agreement for an additional two-year option by providing to the Contractor written notice of such extension on or before the expiration of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Contractor and the approval of such extension by resolution adopted by the TJPA Board of Directors.

5. Compensation

All work under this Agreement shall be compensated on a retainer basis, subject to any maximum price set forth in a particular NTP. In no event shall the total compensation under this Agreement exceed Seven Hundred Eight Thousand Five Hundred Dollars (\$708,500). In the event that this Agreement is further extended, the total compensation

shall be increased as described in Appendix B, "Fees". The breakdown of the Contractor's fees appears in Appendix B, "Fees".

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 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.

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

All other provisions of the Agreement shall remain in full force and effect.

**TRANSBAY JOINT POWERS
AUTHORITY**

CONTRACTOR
Manatt, Phelps & Phillips, LLP

Maria Ayerdi-Kaplan
Executive Director

Signature

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

Printed Name

Tax Identification Number

Secretary, TJPA Board

Approved as to Form:

By _____
TJPA Legal Counsel

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Chambers, Conlon & Hartwell

THIS Amendment No. 1 to the Professional Services Agreement to furnish federal advocacy services dated September 9, 2010 (“Agreement”) is entered into as of the 1st day of October 2013 in San Francisco, California, by and between **Chambers, Conlon & Hartwell** (“Contractor”), and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

A. On September 9, 2011, the TJPA awarded a Professional Services Agreement to Contractor for the provision of federal advocacy services, for a 3-year period with two 2-year options.

B. The TJPA and Contractor desire to extend the term of the Agreement, exercising the first 2-year option, without changing the scope or deliverables under the Agreement.

C. On _____, 2013, the TJPA Board of Directors adopted Resolution No. _____, authorizing the extension of the Agreement for two years at the option price of \$150,000 per year plus reimbursement of up to \$2,500 in expenses per year.

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

All other provisions of the Agreement shall remain in full force and effect.

**TRANSBAY JOINT POWERS
AUTHORITY**

CONTRACTOR
Chambers, Conlon & Hartwell

Maria Ayerdi-Kaplan
Executive Director

Signature

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

Printed Name

Tax Identification Number

Secretary, TJPA Board

Approved as to Form:

By _____
TJPA Legal Counsel