

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.5
FOR THE MEETING OF: December 13, 2018**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute an amendment to extend the agreement for Federal Advocacy Services with Carpi & Clay, Inc. for one year at the pre-negotiated rate of up to \$163,000.

EXPLANATION:

The TJPA desires to continue to have effective relationships with federal departments, agencies, and officials and to be active in developing federal government sources of funds for the Transbay Transit Center Program. To accomplish these goals, the TJPA requires representation of its interests through qualified firms based in Washington, DC that provide professional advocacy services. In December 2016 the TJPA issued a Request for Proposals (RFP) for these services. Following evaluations and interviews, a selection committee determined the firm of Carpi & Clay, Inc. to be ranked highest. In February 2017, the TJPA Board awarded Carpi & Clay, Inc. a two year contract, with four options to extend for an additional one year each. Today's amendment would be the first one-year extension of the contract.

The option year prices were negotiated at the time of the original agreement. The pre-negotiated price for the first option year is \$153,000 for the annual fee and up to \$10,000 in other direct cost allowance (up to \$163,000 total). Compensation is paid via monthly retainer of \$12,750 plus reimbursement for actual expenses up to the allowance. This pre-negotiated compensation level represents an increase of \$250 per month or \$3,000 for the year above the base contract for the fee – a 2% increase over the prior year. Retainers are a common practice for compensation of government advocacy firms. Other direct costs include travel costs which must be authorized in advance by the Executive Director, per TJPA's Travel Policy.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute an amendment in the form enclosed to extend the agreement for Federal Advocacy Services with Carpi & Clay, Inc. for one year and additional compensation of up to \$163,000, with options remaining to extend the agreement for three additional years.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, In December 2016, the Transbay Joint Powers Authority (TJPA) issued a Request for Proposals (RFP) for Federal Advocacy Services; and

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

WHEREAS, In February 2017, the TJPA Board of Directors authorized the Executive Director to execute an agreement with Carpi & Clay, Inc. for a two year term, with four options to extend for an additional one year each and with pre-negotiated pricing for the extension periods; 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 that Carpi & Clay, Inc. be retained for one additional year at the pre-negotiated annual price of \$153,000 and up to \$10,000 in other direct costs; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the amendment in the form presented to extend the agreement for Federal Advocacy Services with Carpi & Clay, Inc. for one year and additional compensation of up to \$163,000; and

FURTHER RESOLVED, That the TJPA Board authorizes the Executive Director to take all actions and execute all documents as he deems reasonably necessary to implement and effectuate the above approval.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 13, 2018.

Secretary, Transbay Joint Powers Authority

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

THIS Amendment No. 1 to the Professional Services Agreement to furnish federal advocacy consulting services dated February 1, 2017 (“Agreement”) is entered into as of the 1st day of February 2019 in San Francisco, California, by and between **Carpi & Clay, Inc.** (“Contractor”), and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

- A. The TJPA and Contractor desire to extend the term of the Agreement without changing the scope or deliverables under the Agreement.
- B. The Agreement has four options to extend the term of the agreement for one year each, and the price for each additional option year was negotiated at the time of the Agreement negotiations.
- C. On December 13, 2018, the TJPA Board of Directors adopted Resolution No. _____, authorizing the exercise of an option and the extension of the Agreement for one year at the negotiated price.

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 three (3) 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 three (3) years via one- (1-) year options, 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 conditions 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 for the three (3) year term exceed Four Hundred Eighty-Three Thousand Dollars (\$483,000). In the event that this Agreement is 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
Carpi & Clay, Inc.

Mark Zabaneh
Executive Director

Signature

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

Printed Name and Title

Secretary, TJPA Board

Approved as to Form by:

TJPA Legal Counsel