

**STAFF REPORT FOR CALENDAR ITEM NO.: 9.3
FOR THE MEETING OF: December 12, 2019**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute an amendment to extend the agreement for State Advocacy Services with Townsend Public Affairs, Inc. for one year at the rate of \$111,000.

EXPLANATION:

The TJPA desires to continue to have effective relationships with State of California departments, agencies, and officials and to be active in developing State 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 Sacramento that provide professional advocacy services. In July 2016 the TJPA issued a Request for Proposals (RFP) for these services. Following evaluations and interviews, a selection committee determined the firm of Townsend Public Affairs, Inc. to be ranked highest. In November 2016, the TJPA Board awarded Townsend Public Affairs, Inc. a two year contract, with four options to extend for an additional one year each at pre-negotiated rates. In December 2018, the TJPA Board authorized the exercise of the first one-year option to extend the term at the pre-negotiated price. Today's amendment would be the second 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 second option year had been established at \$114,000. Notwithstanding the pre-negotiated fee schedule, at the request of the TJPA, Townsend Public Affairs has agreed that the fee for the fourth year's service shall remain the same as the prior year's services, or \$111,000. Compensation would be paid via monthly retainer of \$9,250. Retainers are a common practice for compensation of government advocacy firms.

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 State Advocacy Services with Townsend Public Affairs, Inc. for one year and additional compensation of \$111,000, with options remaining to extend the agreement for two additional years.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

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

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

WHEREAS, In November 2016, the TJPA Board of Directors authorized the Executive Director to execute an agreement with Townsend Public Affairs, 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, In December 2018, the TJPA Board of Directors authorized the Executive Director to exercise the first one-year option to extend the agreement at the pre-negotiated price; and

WHEREAS, Townsend Public Affairs, Inc. has been providing satisfactory services and the TJPA expects to continue to benefit from professional representation of its interests with State of California departments, agencies, and officials; and

WHEREAS, Despite the pre-negotiated fee schedule, at the request of the TJPA, Townsend Public Affairs, Inc. is willing to accept a fee in the fourth year of the term that is equal to the fee in the third year of the term; and

WHEREAS, TJPA staff recommends that Townsend Public Affairs, Inc. be retained for one additional year at the annual price of \$111,000; 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 State Advocacy Services with Townsend Public Affairs, Inc. for one year and additional compensation of \$111,000; and, be it

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 12, 2019.

Secretary, Transbay Joint Powers Authority

**Amendment No. 02
Professional Services Agreement between
the Transbay Joint Powers Authority and
Townsend Public Affairs, Inc.**

THIS Amendment No. 2 to the Professional Services Agreement to furnish state advocacy services dated November 1, 2016, as first amended effective November 1, 2018 (collectively, "Agreement") is entered into as of the 1st day of November 2019 in San Francisco, California, by and between **Townsend Public Affairs, 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. 18-045, authorizing the exercise of the first option and the extension of the Agreement for one year at the negotiated price.
- D. On December 12, 2019, the TJPA Board of Directors adopted Resolution No. _____, authorizing the exercise of the second option and the extension of the Agreement for one year but with the fee fixed at the same rate as the previous 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 four (4) 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 an additional two (2) years via one-year options, by providing 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 for the four (4) year term exceed Four Hundred Thirty-Eight Thousand Dollars (\$438,000). 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.

Appendix B

Appendix B shall be replaced in its entirety with the revised form attached hereto.

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

**TRANSBAY JOINT POWERS
AUTHORITY**

CONTRACTOR
Townsend Public Affairs, 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

PROFESSIONAL SERVICES AGREEMENT

APPENDIX B

COMPENSATION FOR SERVICES

Contract Year	Monthly Retainer	Annual Retainer Total
1-2	\$9,000	\$108,000
Option Year 3	\$9,250	\$111,000
Option Year 4	\$9,250	\$111,000
Option Year 5	\$9,750	\$117,000
Option Year 6	\$10,000	\$120,000

The above retainer shall include all incidental expenses of the Contractor, including the costs of toll telephone calls, document binding, filing fees, express mail, delivery charges, courier service, in – and out-of-house photocopying, charges for sending facsimiles, transportation, automobile rental, taxicab, fares, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet, computer, overhead, administration, and other costs and charges incurred by the Contractor or the Contractor’s subcontractors.