

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.2
FOR THE MEETING OF: January 14, 2021**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Interim Executive Director to execute an amendment to extend the agreement for Federal Advocacy Services with Carpi & Clay, Inc. for one year at rate of up to \$166,000.

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 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. In December 2018, the TJPA Board authorized the exercise of the first one-year option to extend the term at the pre-negotiated price. In January 2020, the TJPA Board authorized the exercise of the second one-year option to extend the term at the pre-negotiated price. Today's amendment would be the third 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 third option year was \$159,000 for the annual fee and up to \$10,000 in other direct cost allowance (up to \$169,000 total). Compensation is paid via monthly retainer of \$13,250 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 – a 2% increase over the prior year. Notwithstanding the pre-negotiated fee schedule, at the request of the TJPA, Carpi & Clay, Inc. has agreed that the fee for the fifth year's service shall remain \$156,000 for the annual fee and up to \$10,000 in other direct cost allowance (up to \$166,000 total). 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 Interim 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 \$166,000, with options remaining to extend the agreement for one additional year.

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, 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, In January 2020, the TJPA Board of Directors authorized the Executive Director to exercise the second one-year option to extend the agreement at the pre-negotiated price; 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, Despite the pre-negotiated fee schedule, at the request of the TJPA, Carpi & Clay, Inc. is willing to accept a fee in the fifth year of the term that is equal to the fee in the fourth year of the term; and

WHEREAS, TJPA staff recommends that Carpi & Clay, Inc. be retained for one additional year at the annual price of \$156,000 and up to \$10,000 in other direct costs; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Interim 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 \$166,000; and, be it

FURTHER RESOLVED, That the TJPA Board authorizes the Interim Executive Director to take all actions and execute all documents as she 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 January 14, 2021.

Interim Secretary, Transbay Joint Powers Authority

**Amendment No. 03
Professional Services Agreement between
the Transbay Joint Powers Authority and
Carpi & Clay, Inc.**

THIS Amendment No. 3 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 2021 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. 18-046, authorizing the exercise of the first option and the extension of the Agreement for one year at the negotiated price.
- D. On January 30, 2020, the TJPA Board of Directors adopted Resolution No. 20-001, authorizing the exercise of the second option and the extension of the Agreement for one year at the negotiated price.
- E. On January 14, 2021, the TJPA Board of Directors adopted Resolution No. _____, authorizing the exercise of the third 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 five (5) 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 one (1) year 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 five (5) year term exceed Eight Hundred Fifteen Thousand Dollars (\$815,000). 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.

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
Carpi & Clay, Inc.

Nila Gonzales
Interim Executive Director

Signature

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

Printed Name and Title

Interim Secretary, TJPA Board

Approved as to Form by:

TJPA Legal Counsel

PROFESSIONAL SERVICES AGREEMENT

APPENDIX B

COMPENSATION FOR SERVICES

Carpi & Clay, Inc		
601 New Jersey Avenue, NW Suite 300		
Washington	DC	20001
Contact: Julie Minerva	Phone: (202) 822-8300	
Contract Year	Monthly Retainer	Year Retainer Total
1	\$12,500	\$150,000
2	\$12,500	\$150,000
Contract Year	Other Direct Costs Allowance	Year Total
1	\$10,000	\$160,000
2	\$10,000	\$160,000
Contract Total		\$320,000
Option 1 (Contract Years 3)	\$12,750 monthly + \$10,000 allowance	\$163,000
Option 2 (Contract Years 4)	\$13,000 monthly + \$10,000 allowance	\$166,000
Option 3 (Contract Years 5)	\$13,000 monthly + \$10,000 allowance	\$166,000
Option 4 (Contract Years 6)	\$13,500 monthly + \$10,000 allowance	\$172,000
Contract Total with Options		\$987,000

The above amount shall include the following expenses of the Contractor: charges for sending facsimiles, secretarial services, computer, internet, in-house photocopying, overhead, and administration. The costs of toll telephone calls, document binding, filing fees, express mail, delivery charges, courier service, out-of-house photocopying, transportation, automobile rental, taxicab fares, parking, meals, printing, photographs, renderings, maps, and travel may be billed as Other Direct Costs for an amount not to exceed \$10,000 per year. All travel must be authorized by the TJPA Executive Director.