

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.3  
FOR THE MEETING OF: January 13, 2022**

**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 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. In January 2021, the TJPA Board authorized the exercise of the third one-year option to extend the term, but holding the price to the prior year's amount.

Today's amendment would be the fourth and final one-year extension of the contract. The pre-negotiated price for the fourth option year was \$162,000 for the annual fee and up to \$10,000 in other direct cost allowance (up to \$172,000 total). At the TJPA's request, Carpi & Clay, Inc. has agreed that the fee for the sixth year's service shall remain at \$156,000 for the annual fee and up to \$10,000 in other direct cost allowance (up to \$166,000 total). Compensation would be paid via monthly retainer of \$13,000, which is 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 the TJPA's Travel Policy.

Over the 2021 legislative session, Carpi & Clay, Inc. provided adequate Federal advocacy services for the TJPA, ensuring that we kept our Bay Area delegation updated on TJPA, the Transit Center and the Downtown Rail Extension project through briefings and public meeting representation, along with monitoring and pursuing Federal funding opportunities.

In anticipation of the sunset of this contract in January 2023, TJPA staff will prepare a Request for Proposals for the procurement of a new contract for Federal advocacy services, ensuring no lapse in advocacy coverage.

**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 \$166,000.

**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, In January 2021, the TJPA Board of Directors authorized the Interim Executive Director to exercise the third one-year option to extend the agreement, but holding the price to the prior year's amount; 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 sixth 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 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 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 January 13, 2022.

---

Interim Secretary, Transbay Joint Powers Authority

**Amendment No. 04  
Professional Services Agreement between  
the Transbay Joint Powers Authority and  
Carpi & Clay, Inc.**

THIS Amendment No. 4 to the Professional Services Agreement to furnish federal advocacy consulting services dated February 1, 2017 (“Agreement”) is entered into as of the 1<sup>st</sup> day of February 2022 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. 21-001, 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.
- F. On January 13, 2022, the TJPA Board of Directors adopted Resolution No. \_\_\_\_\_, authorizing the exercise of the fourth 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 six (6) years from the Effective Date of the Agreement, as described in Section 3 below.

**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 six (6) year term exceed Nine Hundred Eighty-One Thousand Dollars (\$981,000). 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.

\_\_\_\_\_  
Adam Van de Water  
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	
<b>Contract Year</b>	<b>Monthly Retainer</b>	<b>Year Retainer Total</b>
1	\$12,500	\$150,000
2	\$12,500	\$150,000
<b>Contract Year</b>	<b>Other Direct Costs Allowance</b>	<b>Year Total</b>
1	\$10,000	\$160,000
2	\$10,000	\$160,000
<b>Contract Total</b>		<b>\$320,000</b>
<b>Option 1 (Contract Years 3)</b>	\$12,750 monthly + \$10,000 allowance	\$163,000
<b>Option 2 (Contract Years 4)</b>	\$13,000 monthly + \$10,000 allowance	\$166,000
<b>Option 3 (Contract Years 5)</b>	\$13,000 monthly + \$10,000 allowance	\$166,000
<b>Option 4 (Contract Years 6)</b>	\$13,000 monthly + \$10,000 allowance	\$166,000
<b>Contract Total with Options</b>		<b>\$981,000</b>

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.