

STAFF REPORT FOR CALENDAR ITEM NO.: 8.4
FOR THE MEETING OF: July 10, 2025

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 02 to Professional Services Agreement No. 20-08-COMM-000 (Agreement) for Communications and Outreach Services between the Transbay Joint Powers Authority (TJPA) and Civic Edge Consulting (CEC), exercising an option to extend the contract by one three-year additional term to July 12, 2028, increasing the compensation under the Agreement by \$150,000 for a revised not-to-exceed amount of \$585,000 for the approved term of the Agreement, and adjusting Contractor's hourly rates.

EXPLANATION:

The current Agreement with CEC expires on July 12, 2025. TJPA staff would like to exercise one of the two options listed in the Agreement which allows an additional three years to be added to extend the contract term, increase the not-to-exceed budget, and adjust Contractor's hourly rates.

On July 24, 2020, the TJPA issued Request for Proposals No. 20-08 for communications and outreach services. The TJPA's objective in contracting for these services is to ensure adequate as-needed communication services to be available for the use of the TJPA when it comes to public outreach, community engagement, media and crisis management and website services.

On December 10, 2020, the TJPA Board of Directors adopted Resolution No. 20-038 authorizing the TJPA's Interim Executive Director to execute an agreement in an amount not to exceed \$350,000 with CEC for a four-year term, with the option to extend the term for two additional three-year terms.

On July 5, 2023, the TJPA and CEC entered Amendment No. 01 to the Agreement, increasing the compensation by \$35,000 for a total not-to-exceed contract amount of \$385,000 to continue providing as-needed communication and outreach services.

Staff recommends the TJPA exercise the first of two (2) options to extend the Agreement for three (3) additional years to July 12, 2028, and increase the total compensation amount to reflect the extended term under the Agreement by \$150,000 for a revised not-to-exceed amount of \$585,000. Staff recommend the \$150,000 amount as sufficient additional funds based on the as-needed communications support services expended over the last four years and anticipated work in the future three additional years.

The Agreement contemplates that Contractor's hourly rates may be adjusted starting January 1, 2025, upon request by Contractor and approval by TJPA, for reasonable cost of living increase using Consumer Price Index (CPI) data. Staff recommends a modest adjustment to the rates that do not exceed cost of living.

CEC has demonstrated strong performance under the contract, consistently delivering high-quality communication services. They have provided significant value by providing as-needed

communication and engagement-related deliverables accurately and on time. Their deep understanding of the TJPA's role in San Francisco, the Bay Area, and State along with the communities of San Francisco to adequately develop and implement comprehensive communications and outreach strategy for the agency and operations of Salesforce Transit Center has been instrumental in supporting key communication and engagement initiatives. CEC has assisted the TJPA in launching a new interactive website and consistently provided TJPA executive team support on as-needed communication services. Their expertise and reliability have been essential in maintaining the TJPA's communication and engagement program with the public.

RECOMMENDATION:

TJPA staff recommends that the TJPA Board authorize the Executive Director to execute Amendment No. 02 to the Agreement with CEC in the form presented, exercising an option to extend the contract term, increase compensation by \$150,000 for a not-to-exceed amount of \$585,000, and adjust Contractor's hourly rates.

ENCLOSURES:

1. Resolution
2. Amendment No. 02

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the services of communications and outreach firms to provide communications strategies and outreach, including high-level messaging, branding, community outreach, website development and maintenance, and effective and innovative social media campaigns; and

WHEREAS, On July 24, 2020, the TJPA issued Request for Proposals No. 20-08 for communications and outreach services; and

WHEREAS, On December 10, 2020, the TJPA Board of Directors adopted Resolution No. 20-038 authorizing the TJPA's Interim Executive Director to execute an agreement for communications and outreach services (Agreement) related to the agency and the operation of the transit center with Civic Edge Consulting (CEC) in an amount not to exceed \$350,000 for a four-year term, with the option to extend the term for two additional three-year periods; and

WHEREAS, On July 5, 2023, the TJPA and CEC entered Amendment No. 01 to the Agreement, increasing the compensation by \$35,000 for a total not-to-exceed contract amount of \$385,000 to continue providing communication and outreach services; and

WHEREAS, TJPA staff recommend the TJPA Board authorize the option to extend the Agreement term by three years, increase the maximum compensation under the Agreement accordingly without changing the scope, and approve adjustments to CEC's hourly rates; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 02 to the Agreement between the TJPA and CEC, in the form presented.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 10, 2025.

Secretary, Transbay Joint Powers Authority

Amendment No. 02
Professional Services Agreement between
the Transbay Joint Powers Authority and
Civic Edge Consulting

THIS Amendment No. 02 to the Professional Services Agreement to provide Communications and Outreach Services dated December 10, 2020, as previously amended on July 5, 2023 (“Agreement”), is entered into effective as of the ____ day of _____, 2025 in San Francisco, California, by and between the Transbay Joint Powers Authority (“TJPA”) and Civic Edge Consulting, LLC (“Contractor”).

Recitals

- A. On December 10, 2020, the TJPA Board of Directors adopted Resolution No. 20-038 authorizing the TJPA’s Interim Executive Director to execute an agreement in an amount not to exceed \$350,000 with the Contractor for the Services.
- B. On July 5, 2023, the TJPA and Contractor entered Amendment No. 01 to the Agreement, increasing the compensation by \$35,000 for a total not-to-exceed contract amount of \$385,000 to continue providing communication and outreach services.
- C. The TJPA and Contractor wish to exercise the first of two (2) options to extend the Agreement for three (3) additional years to July 12, 2028; increase the total compensation amount to reflect the extended term without changing the scope; and approve adjustments to the Contractor’s hourly rates under the Agreement.
- D. On _____, 2025, the TJPA Board of Directors adopted Resolution No. _____ authorizing the TJPA’s Executive Director to execute Amendment No. 02 to the Agreement.

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:

I. Section 2. Term of the Agreement is hereby modified as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for ~~four (4)~~ **seven (7)** years from the Effective Date of the Agreement, as described in Section 3, “Effective Date of Agreement,” provided that (i) the TJPA shall have the right to extend this Agreement for ~~two (2)~~ **one (1)** additional three (3) year term, by providing to the Contractor written notice of such extension on or before the expiration date of this Agreement, and (ii) any such extension shall be subject to and continued upon the written agreement of the Contractor and the approval of such extension by the TJPA.

II. Section 5. Compensation of the Agreement is hereby modified as follows:

5. Compensation

a. All work under this Agreement shall be compensated on an hourly basis, subject to any maximum price set forth in a particular Notice to Proceed. In no event shall the total compensation under this Agreement exceed ~~Three Hundred Eighty Five Thousand Dollars (\$385,000)~~ **Five Hundred Thirty Five Thousand Dollars (\$535,000)**. The breakdown of the Contractor's fees appears in Appendix B, "Fees". **In the event that the TJPA elects to exercise the last one three-year option, the maximum compensation shall increase by an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000). The breakdown of the Contractor's fees appears in Appendix B ("Fees").**

b. Hourly rates are pursuant to Appendix B Fees.

c. 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.

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

III. Appendix B Fees, of the Agreement is hereby amended to update the maximum compensation, hourly rates, in the form attached hereto.

The Agreement is amended only to the extent expressly provided herein; all other provisions of the Agreement shall remain in full force and effect.

The individuals executing this Amendment No. 02 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 02 as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

CONTRACTOR

Adam Van de Water
Executive Director

Lisbet Sunshine, President
Civic Edge Consulting
101A Clay Street #267
Embarcadero Center 3
San Francisco, CA 94111
415-915-0511
Sunshine@thecivicedge.com

Federal Employer ID Number: 26-4702704

Approved as to Form by:

TJPA Legal Counsel

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

Secretary, TJPA Board

APPENDIX B FEES

Consultant, Project Role	Previous Hourly Rate	Fully Loaded Hourly Rate As of July 2025
<i>Civic Edge Consultant Staff</i>		
Lisbet Sunshine, Client Lead	\$250	\$257.00
Strategic Advisor	\$225	\$231.30
Senior Mobility Strategic Advisor	\$215	\$221.02
Senior Project Manager	\$175	\$179.90
Media and Community Engagement Manager	\$150	\$154.32
Project Assistant/Outreach Ambassador	\$80	\$82.24
<i>lowercase productions. LLC subconsultant Staff</i>		
Principal in Charge	\$136	\$139.81
Senior Project Manager	\$128	\$131.58
Creative Director	\$152	\$156.26
Senior Designer	\$120	\$123.36
<i>Imprenta Communications Group subconsultant Staff</i>		
Account Director	\$110	\$113.08
Executive Vice President	\$140	\$143.92
Account Manager	\$100	\$102.80
Account Coordinator	\$85	\$87.38
<i>Slow Clap subconsultant Staff</i>		
CEO, Creative Director, and Project Manager	\$120	\$123.36

There shall be no mark up by the Contractor for the cost of subcontractors retained by the Contractor in the performance of the Services.

The above hourly rates shall include all incidental expenses of the Contractor, including the costs of toll telephone calls, filing fees, express mail, in-house photocopying, charges for sending facsimiles, transportation, travel, automobile rental, taxicab fares, parking, meals, secretarial services, Internet, computer, overhead, administration, and other costs and charges incurred by the Contractor or the Contractor's subcontractors.

The TJPA acknowledges and agrees that the above hourly rates may be adjusted annually upon request of the Contractor and approval at the sole discretion of the TJPA-Executive Director. The amount of such annual adjustment, if any, is limited to a maximum of the CPI annual average percent change increase (San Francisco-Oakland-Hayward Bay Area for Urban Wage Earners and Clerical Workers, not seasonally adjusted) for the previous calendar year. If the Index declines or shows no increase, hourly rates shall not increase. Wage rates which are set by a federal or state published scope of work and prevailing wage rate shall be increased in conformance with applicable published increases.

Direct costs actually incurred by the Contractor in performing the Services are subject to reimbursement if such costs are pre-approved by TJPA in writing. Direct costs associated with deliverables to the TJPA may include document production, document binding, delivery charges, courier services, out-of-house photocopying, printing, photographs and renderings. Contractor will not mark up such allowable costs and a receipt or invoice must be submitted documenting allowable costs.