

**STAFF REPORT FOR CALENDAR ITEM NO.: 11
FOR THE MEETING OF: July 11, 2013**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute amendments to extend Agreements for State Advocacy Services with Mercury LLC and Townsend Public Affairs for one year each and additional compensation of \$102,000 each, with options remaining to extend each agreement for an additional two years.

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 May 2010 the TJPA issued a Request for Proposals (RFP) for these services, and received four proposals in June 2010. Following evaluations and interviews, a selection committee determined the firms of Mercury LLC and Townsend Public Affairs to be ranked highest. Each firm was awarded a one year contract in August 2010, with options to extend for an additional five years. An amendment to extend each contract for the first one-year option was approved by the TJPA Board in July 2011, and the second one-year option was approved by the TJPA Board in September 2012 (the second amendments had been scheduled for approval in July 2012, prior to the cancellations of the July 2012 and August 2012 Board meetings). Today's amendments will be the third one-year extensions of each contract, and options will remain to extend each for an additional two years.

The option year prices were negotiated at the time of the original agreements and the annual fee of \$102,000 for this third option year is at the same level as the previous year. This continues to be less than the amount TJPA paid annually for services from other state advocacy firms under prior agreements. Compensation is paid via monthly retainer of \$8,500. 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 amendments to extend Agreements for State Advocacy Services with Mercury LLC and Townsend Public Affairs for one year each and additional compensation of \$102,000 each, with options remaining to extend each agreement for an additional two years.

ATTACHMENTS:

1. Resolution
2. Amendments

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On May 20, 2010, the Transbay Joint Powers Authority (TJPA) issued a Request for Proposals (RFP) for State Advocacy Services; and

WHEREAS, On June 18, 2010, the TJPA received four written proposals in response to the RFP; and

WHEREAS, A Selection Committee evaluated the proposals for technical merit; and

WHEREAS, Following evaluation of the proposals, the Selection Committee conducted oral interviews with three short-listed teams; and

WHEREAS, The Selection Committee found that the proposals submitted by Mercury LLC, and Townsend Public Affairs, Inc., were the most responsive to the RFP and that Mercury and Townsend Public Affairs are both well qualified to perform the scope of services in a cost-effective manner, and staff subsequently negotiated contracts with Mercury and Townsend Public Affairs that were approved by the TJPA Executive Director with Effective Dates of August 1, 2010; and

WHEREAS, On July 14, 2011, the TJPA Board authorized the Executive Director to execute amendments with each firm to extend the terms for an additional year at the negotiated annual price of \$102,000 each; and

WHEREAS, On September 13, 2012, the TJPA Board authorized the Executive Director to execute amendments with each firm to extend the terms for an additional year at the negotiated annual price of \$102,000 each; and

WHEREAS, Both firms have been providing satisfactory services and both agreements include options to extend the terms, with pre-negotiated prices for the option years; and

WHEREAS, TJPA staff recommends that both Mercury and Townsend Public Affairs be retained for an additional year at the negotiated annual price of \$102,000 each; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the amendments to extend Agreements for State Advocacy Services with Mercury LLC and Townsend Public Affairs, Inc. for one year each and additional compensation of \$102,000 each, with options remaining to extend each agreement for an additional two years.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 11, 2013.

Secretary, Transbay Joint Powers Authority

Amendment No. 03
Professional Services Agreement between
the Transbay Joint Powers Authority and Mercury LLC

THIS Amendment No. 3 to the Professional Services Agreement to furnish state advocacy services dated August 1, 2010, as amended July 14, 2011, and August 1, 2012 (“Agreement”) is entered into as of the ____ day of _____ 2013 in San Francisco, California, by and between **Mercury LLC** (“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 options to extend the term of the agreement, and the price for each additional option year was negotiated at the time of the Agreement negotiations.
- C. On _____, 2013, the TJPA Board of Directors adopted Resolution No. _____, authorizing the extension of the Agreement for one year.

Terms and Conditions

Now, therefore, the TJPA and Contractor agree to amend the following sections of the Agreement 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 for an additional two (2) years via one- or two-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 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-year term exceed Four Hundred and Two Thousand Dollars (\$402,000). 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
Mercury LLC

Maria Ayerdi-Kaplan
Executive Director

Signature

Printed Name and Title

Amendment No. 03
Professional Services Agreement between
the Transbay Joint Powers Authority and Townsend Public Affairs LLC

THIS Amendment No. 3 to the Professional Services Agreement to furnish state advocacy services dated August 1, 2010, as amended July 14, 2011 and August 1, 2012 (“Agreement”) is entered into as of the ____ day of _____ 2013 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 options to extend the term of the agreement, and the price for each additional option year was negotiated at the time of the Agreement negotiations.
- C. On _____, 2013, the TJPA Board of Directors adopted Resolution No. _____, authorizing the extension of the Agreement for one year.

Terms and Conditions

Now, therefore, the TJPA and Contractor agree to amend the following sections of the Agreement to read as follows:

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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
Townsend Public Affairs, Inc.

Maria Ayerdi-Kaplan
Executive Director

Signature

Printed Name and Title