

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 06-43

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 04-48, dated September 29, 2004, the Board of Directors authorized and approved the retention of Kerry Tate Communications, Inc. d/b/a TateAustin ("TateAustin") to provide marketing services for the CTRMA; and

WHEREAS, in Resolution No. 05-19, dated February 23, 2005, the Board of Directors approved execution of a Marketing Services Agreement (the "Marketing Services Agreement") with TateAustin and the Marketing Services Agreement was fully executed and effective as of March 2, 2005;


WHEREAS, it has been determined that the Marketing Services Agreement should be amended to address several terms and provisions in a manner that would be beneficial to the CTRMA and its ongoing operations, the proposed amendments being set forth in concept on Attachment "A" attached hereto and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes and approves the proposed amendments as set forth in concept on Attachment "A" attached hereto and hereby directs staff to prepare an Amendment to the Marketing Services Agreement which sets forth such amendatory language; and

BE IT FURTHER RESOLVED, that the CTRMA Board of Directors hereby approves the entry into the formal Amendment provided for above and authorizes and directs the Executive Director to finalize and execute the Amendment on behalf of the CTRMA, with such Amendment being effective as of the date of such execution by all parties.

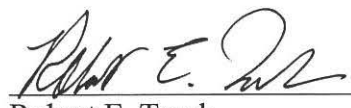
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-43
Date Passed 07/26/06

Attachment "A"
To Resolution 06-43
Proposed Amendments to TateAustin
Marketing Services Agreement

1. Eliminate the requirement to complete a signed work authorization. The Contractor will be required to complete tasks at the direction of the CTRMA and within the budget established by CTRMA Board with due oversight through the budgetary process.
2. Extend the contract to June 30, 2007. The contract is currently set to expire on March 1, 2007. This is just before the opening of 183A and in the middle of a budget year. Extending the contract allows the Contractor to complete work associated with the opening of 183A and all staff adequate time to complete a new selection process if necessary. The extension would also allow the contract to align with budget years, making contract management more efficient.
3. Increase the total contract amount from \$750,000 to \$1,200,000. This is consistent with the budgeted amount authorized by the CTRMA Board for the 2006-2007 budget year. With the planned opening of 183A there is a significant boost in the budget for communication and marketing activities. Many of the costs are pass-through costs for advertising, printing and material production activities. These pass-through activities are charged to the TateAustin Contract. With the current public outreach campaign and the increased marketing activities planned through the opening of 183A, it is anticipated the current \$750,000 contract amount will be exceeded before the opening of 183A.

**FIRST AMENDMENT TO
MARKETING SERVICES AGREEMENT
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
KERRY TATE COMMUNICATIONS, INC.**

This First Amendment to the Marketing Services Agreement Between Central Texas Regional Mobility Authority ("CTRMA") and Kerry Tate Communications, Inc. (d/b/a TateAustin) (the "Contractor") is made effective as of the ___ day of September, 2006, and is for the purpose of amending Articles II, III, and IV and Appendices A-1 and B of the Marketing Services Agreement between CTRMA and Contractor effective March 2, 2005.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 06-46, dated August 30, 2006, Articles II, III, and IV and Appendices A-1 and B of the Agreement are amended as described below.

ARTICLE II is re-captioned "SCOPE OF SERVICES" and is amended to read as follows:

The Contractor covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A, which is incorporated in this Agreement for all purposes (the "Services"). The Contractor shall perform the Services in a professional and complete manner in all respects. Without limiting any of its other rights under this Agreement or otherwise, the CTRMA may withhold payment of fees or reimbursement of expenses to the Contractor for certain Services if the Contractor's performance fails to comply with any deadline or other provision of this Agreement regarding those Services, and the failure is not due to the fault of the CTRMA. The Contractor will be required to complete tasks at the direction of the CTRMA and within the budget established by the CTRMA Board of Directors with due oversight through the budgetary process.

The first paragraph of ARTICLE III is amended to read as follows:

The term of this Agreement begins on the Effective Date and terminates on June 30, 2007 and may be extended by mutual agreement for up to a maximum of two (2) additional years.

ARTICLE IV, paragraph 1 is amended to read as follows:

1. Compensation. As sole and sufficient compensation for the Services under this Agreement, the CTRMA agrees to pay and the Contractor agrees to accept compensation as set forth in the attached Appendix B, which is incorporated in this Agreement for all purposes. Said compensation constitutes full payment for all services, liaison, products, materials, and equipment required to provide and deliver the Services, including, but not limited to, materials, training, equipment used, overhead, and administrative expenses.

ARTICLE IV, paragraph 3 is amended to read as follows:

3. Invoicing. The Contractor shall document the Services rendered and the related reimbursable expenses incurred by providing the CTRMA's Executive Director with monthly statements dated (but not necessarily delivered) on the last day of each month. Each monthly statement must detail the Services performed, hours worked and rate, and the reimbursable expenses incurred by the Contractor from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). Each monthly statement must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the CTRMA reasonably requests from time to time. The Contractor shall certify each monthly statement as true and correct, and as accurately reflecting the month during which the invoiced Services were provided and the reimbursable expenses incurred.

Monthly statements shall be sent to:

Central Texas Regional Mobility Authority
301 Congress Avenue, Ste. 650
Austin, Texas 78701
Attn: Executive Director

APPENDIX A-1 is no longer incorporated into the Agreement for any purpose.

APPENDIX B is amended and restated in its entirety as follows:

Appendix B

COMPENSATION

Payment

The CTRMA agrees to pay, and the Contractor agrees to accept, as full and sufficient compensation for the performance of all Services, monthly payments based on approved monthly statements, to be submitted to the CTRMA by the Contractor consistent with the requirements of Section IV.3. Payment under this Agreement shall be made within thirty (30) days of an approved monthly statement. This compensation constitutes full payment for all of the Services, including, but not limited to overhead and administrative expenses.

The total amount of this Agreement shall not exceed \$1,200,000.

The Contractor's hourly rate schedule for the project is as follows:

<u>Employee Position</u>	<u>Hourly Rate</u>
Principal	\$200
Transportation Expert	\$200
VP/Director	\$180
Community Outreach Specialist	\$180
Creative Strategy and Brand Development	\$180
Research	\$180
Senior Account Executive	\$160
Creative Execution	\$135
Website Development	\$135
Account Coordination	\$90
Account Administration	\$40

Standard Mark-up

Except as otherwise specified herein, no standard mark-up shall be charged by Contractor for brokerage of goods and services necessary to conduct the business requested by the Client. Client approval (signature) is authority for the agency to proceed. Estimated costs are good for sixty days.

Media Buys

TateAustin will receive a standard commission on media buys not to exceed 1.1765% of the gross placement cost.

Compensation of Subconsultants

As noted in the Contractor's response to the Request for Proposals, the Contractor will employ: Carter Burgess; Briley & Stables Creative; John Langmore; and Grier Bankett as the sole subconsultants providing services under this Agreement, unless the Contractor requests permission to use additional subconsultants and the CTRMA agrees in writing. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article IV.1 and IV.2, provided that each subconsultant shall utilize its own hourly rate schedule and that no such rates shall exceed the corresponding rates paid by the Contractor for its personnel of comparable grade, category, and experience, and further provided that CTRMA will have no responsibility or direct obligation for payment to subconsultants for Services rendered in connection with the Contractor's performance under this Agreement.

By their signatures below, the parties to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY


Robert E. Tesch
Chairman, Board of Directors

CONTRACTOR


Kerry Tate
President