

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

RESOLUTION NO. 16-029

**AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT
WITH SIGMA INFORMATION GROUP, INC.**

WHEREAS, by Resolution No. 12-034, the Board awarded a contract to Sigma Information Group, Inc. for technology consulting services which is scheduled to expire on June 30, 2016; and

WHEREAS, Sigma Information Group is currently performing a significant upgrade to the Mobility Authority's information technology systems which will not be completed prior to June 30, 2016 ; and

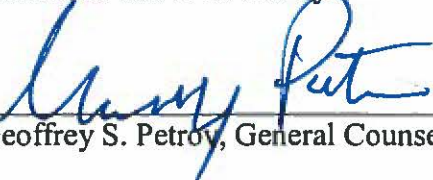
WHEREAS, the Mobility Authority is planning a major re-design of the existing Mobility Authority website; and

WHEREAS, the Executive Director and Sigma Information Group have agreed to an amendment to the July 1, 2012 contract, increasing the compensation to an amount not to exceed \$200,000 and extending the term of the contract to June 30, 2017.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment is approved and the Executive Director is hereby authorized to finalize and execute an amendment on behalf of the Mobility Authority in substantially the form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of June 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

AMENDMENT NO. 1
TO THE CONSULTING SERVICES AGREEMENT
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
SIGMA INFORMATION GROUP, INC.

This Amendment to the Consulting Services Agreement between Central Texas Regional Mobility Authority (“CTRMA”) and Sigma Information Group, Inc. (the “Contractor”) is made effective as of the 1st day of July, 2016, and is for the purpose of amending the term and compensation set forth in the Consulting Services Agreement between CTRMA and Contractor, effective on July 1, 2012 (the “Contract”).

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. _____, dated June 15, 2016, the Contract is amended as described below:

1. On page 1 in the paragraph titled “Effective Date and Term,” the date “June 30, 2014” is replaced with “June 30, 2017.”
2. On page 1 in the paragraph titled “Consultant Compensation,” the phrase “not to exceed Fifty Thousand Dollars (\$50,000.00)” is replaced with “not to exceed Two Hundred Thousand Dollars (\$200,000.00).”
3. In paragraph 4.3 titled “Maximum Compensation,” the phrase “may not exceed \$50,000.00” is replaced with “may not exceed \$200,000.00.”
4. The text of paragraph 3.2 is deleted in its entirety and replaced with the phrase “Not Used.”

By their signatures below, the parties of the Contract evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

SIGMA INFORMATION GROUP, INC.

Mike Heiligenstein
Executive Director

Paul Norwood
President

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and Sigma Information Group, Inc., a Texas corporation ("Consultant").

EFFECTIVE DATE AND TERM

The Effective Date of this Agreement is July 1, 2012. This Agreement terminates on June 30, 2014 (the "Termination Date") unless a different Termination Date is established under Article Three of the Terms and Conditions.

TERMS AND CONDITIONS

The detailed Terms and Conditions of this Agreement are set forth on the following eight pages of this nine page Agreement.

SERVICES PROVIDED BY CONSULTANT

Consultant agrees to provide the Mobility Authority with consulting services set out in the Scope of Services in Section 2.2 of the Terms and Conditions and generally relating to managing and supporting the Mobility Authority's information technology, including its computer hardware and software, strategic planning and project implementation for technology infrastructure, user-level training and help-desk support, and technical support for information technology.

CONSULTANT COMPENSATION

The Mobility Authority agrees to pay Consultant for work performed under the Scope of Services as provided in Article Four of the Terms and Conditions. The total payment to Consultant under this Agreement during any Mobility Authority fiscal year (from July 1 through June 30) shall not exceed Fifty Thousand Dollars (\$50,000.00).

IN WITNESS WHEREOF, the Mobility Authority and Consultant have each caused this Agreement to be signed and delivered as of the Effective Date.

SIGMA INFORMATION GROUP, INC.

By: 

Name: Paul Norwood

Title: President

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 

Name: Mike Heiligenstein

Title: Executive Director

**CONSULTING SERVICES AGREEMENT
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RECITALS

A. The Mobility Authority is a political subdivision of the State of Texas created pursuant to the request of Travis and Williamson Counties, and is statutorily authorized to pursue the development of transportation projects within such counties.

B. Consultant is a Texas corporation that employs staff with experience in managing and supporting information technology, including computer hardware and software installation, strategic planning and project implementation for technology infrastructure, user-level training and help-desk support, and technical support for information technology.

C. The Mobility Authority desires to engage Consultant to provide the services to the Mobility Authority set forth in this Agreement. The Mobility Authority and Consultant enter into this Agreement to memorialize the terms and conditions upon which Consultant will provide such services.

ARTICLE ONE: DEFINITIONS AND TERMS

1.1 Definitions. For Purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

Agreement means this Consulting Services Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Business Day means every day on which commercial banks in the State of Texas are open for business.

Cause means (a) Consultant's default of its duties under this Agreement, (b) Consultant's dishonesty, misconduct, or violation of any law, rule, or regulation, (c) Consultant's action (or omission), alone or working with a competitor, vendor, contractor, consultant, supplier, or other party, that materially disadvantages the Mobility Authority, or (d) Consultant's action (or omission) that the Mobility Authority considers to reflect unfavorably upon the Mobility Authority's public image.

Person means any individual, corporation, partnership, joint venture, limited liability company, government or agency of government, or other recognized legal entity.

Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

Services means the services to be provided by Consultant to the Mobility Authority as detailed in Section 2.2 of this Agreement.

Taxes means all charges of any nature whatsoever imposed by any applicable federal, state, or local law.

**CONSULTING SERVICES AGREEMENT
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1.2 Number and Gender of Words Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and *vice versa*, and words of any gender shall include each other gender where appropriate.

ARTICLE TWO: CREATION AND NATURE OF RELATIONSHIP

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, the Mobility Authority engages Consultant, effective as of the Effective Date, to provide the Services described below to the Mobility Authority, and Consultant accepts such engagement and agrees to provide the Services upon the terms and subject to the conditions established by this Agreement.

2.2 The Services. From time to time as requested by the Mobility Authority through its Executive Director or his designee, Consultant will provide the following Services, which may include:

- a. provide technical advice and support in procurement, installation, maintenance, operation, updating, and upgrading of computer hardware used to fulfill the Mobility Authority's mission and operations, including but not limited to: network servers, wireless and hard wired routers, switches, cables, desktop computers, laptops, netbooks, iPads, smart phones linked to the Mobility Authority's network (whether owned by the Mobility Authority or by Mobility Authority officials, employees, or consultants), printers, monitors, and related infrastructure and equipment;
- b. provide technical advice and support in procurement, installation maintenance, operation, updating, and upgrading of computer software and related services that support the computer hardware used to fulfill the Mobility Authority's mission and operations;
- c. monitor the ongoing functionality of the Mobility Authority's computer systems and network, rapidly identify failures or needed improvements, and make timely repairs to retain the continuing functionality of the system;
- d. provide technical advice and support necessary to secure the Mobility Authority's network, to prevent unauthorized access, and protect against computer viruses, phishing scams, spam email and other illicit or malicious activities;
- e. provide for and support backup and protection of data contained on the Mobility Authority's servers and various hardware devices;
- f. work with other Mobility Authority vendors to facilitate the procurement, installation, maintenance, operation, and upgrade of external systems that interface with the Mobility Authority's hardware devices and software; and
- g. undertake such other tasks related to these Services as may be requested in writing by the Mobility Authority, in accordance with this Agreement.

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2.3 Consultant shall invoice the Mobility Authority on a monthly basis, and shall include in its invoice a detailed description of Services performed in the prior month including the number of hours of Services performed.

2.4 Consultant as Independent Contractor. Notwithstanding any collaboration between the Mobility Authority and Consultant or any other circumstances, Consultant shall be an independent contractor of the Mobility Authority. Consultant acknowledges and agrees that neither it nor any of its employees or subconsultants, if any, shall be considered an employee of the Mobility Authority for any purpose. Consultant shall have no authority to enter into any contract on behalf of or binding upon the Mobility Authority, or otherwise to create any obligation on behalf of the Mobility Authority. As an independent contractor, neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits customarily provided to employees of the Mobility Authority. Under no circumstances shall Consultant, or its employees or subconsultants, represent to any other party that Consultant is employed by the Mobility Authority or serves the Mobility Authority in any capacity other than as an independent contractor. Consultant shall clearly inform any vender, supplier, or other relevant party that Consultant has no authority to bind the Mobility Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations, or acts of Consultant, its employees, subconsultants, or any other person.

2.5 Non-Exclusivity. Nothing contained in this Agreement is intended to or shall be deemed to limit the Mobility Authority's ability to engage other Persons to provide or perform services the same as or similar to the Services; and nothing contained in this Agreement is intended to or shall be deemed to limit Consultant's ability to accept engagements for the rendition of services from other Persons; provided however that during the term of this engagement Consultant shall not accept new or additional engagements from Persons providing services or seeking to secure business from the Mobility Authority without the prior written consent of the Mobility Authority, which consent shall not be unreasonably withheld.

ARTICLE THREE: TERM AND TERMINATION

3.1 Term. Notwithstanding the date on which it is executed by the Mobility Authority and Consultant, this Agreement is effective on and as of the Effective Date. It shall remain in effect until the Termination Date, unless a different Termination Date is established under this Article.

3.2 Extension of Term. Unless an earlier Termination Date is established under Section 3.3, the Termination Date is automatically extended to:

- a. June 30, 2015, unless one party provides written notice to the other party no later than March 30, 2014, of its election to terminate the Agreement on June 30, 2014; and

**CONSULTING SERVICES AGREEMENT
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b. June 30, 2016, unless one party provides written notice to the other party no later than March 30, 2015, of its election to terminate the Agreement on June 30, 2015.

3.3 Termination of this Agreement. This Agreement may be terminated as follows:

a. Termination by Mutual Consent. The Mobility Authority and Consultant may terminate this Agreement at any time by written mutual consent executed by an authorized representative of the Mobility Authority and Consultant.

b. Termination by the Mobility Authority Without Cause. The Mobility Authority may terminate this Agreement at any time by giving written notice of termination to Consultant not less than sixty (60) days prior to the date of termination.

c. Termination by the Mobility Authority With Cause. The Mobility Authority may terminate this Agreement at any time for Cause by giving written notice of termination to Consultant not less than five (5) days prior to the date of termination.

d. Termination by Consultant. Consultant may terminate this Agreement at any time by giving written notice of termination to the Mobility Authority not less than sixty (60) days prior to the date of termination.

3.4 Final Payment. No later than 30 Business Days after the Termination Date, the Mobility Authority will pay Consultant (i) all then earned and unpaid fees for Services due to Consultant under this Agreement, and (ii) all then unreimbursed authorized expenses due to Consultant under this Agreement.

ARTICLE FOUR: COMPENSATION AND EXPENSES

4.1 Compensation for Services. The Mobility Authority shall pay Consultant a fee for providing Services based on hourly rates for the following positions and employees as follows:

Agency Principal (Paul Norwood)	\$150.00
Network/System Administration (Drew Bradford)	\$120.00
Computer Administration/Help Desk (Jeremy Lowery)	\$105.00
Clerical Assistant (Ellen Hebert)	\$ 50.00

Consultant may add or substitute an employee with at least equivalent expertise to provide a Service required in a specific position identified above with the prior consent of the Mobility Authority, which consent shall not be unreasonably withheld.

4.2 Additional Services. Subject to Section 4.3, additional information technology consulting services may be added to this Agreement by written agreement of the parties and will be billed to the Mobility Authority by Consultant at the hourly rate established by that agreement for each hour actually worked by Consultant to provide the agreed services, or as otherwise agreed by the parties.

**CONSULTING SERVICES AGREEMENT
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4.3 Maximum Compensation. Notwithstanding any other provision of this Agreement, the total amount of compensation and expenses that may be billed to the Mobility Authority by Consultant or paid by the Mobility Authority under this Agreement during a Mobility Authority fiscal year (July 1 through June 30) may not exceed \$50,000.00. Payments made by the Mobility Authority under this Agreement shall be only from revenues currently available and appropriated to the Mobility Authority.

4.4 Expenses. Unless otherwise agreed to in advance and in writing, Consultant shall be responsible for all out-of-pocket expenses incurred by Consultant in connection with the provision of Services under this Agreement.

ARTICLE FIVE: CERTAIN COVENANTS

5.1 Inventions or Discoveries. Consultant acknowledges that during the Term, Consultant may, either individually or jointly with others, discover, conceive, make, perfect, or develop inventions, discoveries, improvements, ideas, computer programs, know-how, and/or data that result directly or indirectly from the provision of the Services ("Inventions"). Consultant agrees to disclose and assign to the Mobility Authority any and all such Inventions and shall promptly execute and deliver all documents necessary to vest such Rights in the Mobility Authority.

5.2 Ownership of Data: Confidentiality. Consultant agrees to treat as confidential all data and all draft or preliminary deliverables, reports and findings and will not disclose any such confidential information to a third party without the advance written approval of the Mobility Authority. Consultant agrees to disclose and assign to the Mobility Authority any and all Rights to data and final work product delivered to the Mobility Authority and shall promptly execute and deliver all documents necessary to vest such Rights in the Mobility Authority.

ARTICLE SIX: MISCELLANEOUS

6.1 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not limit, amplify, or modify the terms of this Agreement.

6.2 Communications. Unless specifically otherwise provided, whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to another, such communication must be in writing (which may be by facsimile transmission) to be effective and shall be deemed to have been given on the day actually delivered or, if mailed, on the third Business Day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below, properly stamped, sealed, and deposited in the appropriate official postal service.

Until changed by notice pursuant hereto, the address and facsimile number for each party is as follows:

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If to the Mobility Authority: Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701
Attn: Mike Heiligenstein, Executive Director
Fax: (512) 996-9778

If to Consultant: Sigma information Group, Inc.
Shepherd Mountain Plaza
6034 West Courtyard Drive, Suite 350
Austin, TX 78730
Attn: Paul Norwood
Fax: (512) 502-0224

6.3 Survival. All covenants, agreements, representations, and warranties made in this Agreement shall survive all closings under the Agreement and, to the extent expressly stated in certain Sections of this Agreement, the expiration of the Terms or the early termination of this Agreement.

6.4 Governing Law. This Agreement is being executed and delivered, and it is intended to be performed, in the State of Texas. The laws of the State of Texas shall govern the rights and duties of the parties and the validity, construction, enforcement, and interpretation of this Agreement.

6.5 Dispute Resolution. If a dispute between the parties arises under this Agreement, the parties agree to mediate this dispute using a mediator that is mutually acceptable to the parties. Unless otherwise agreed by the parties, mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023 will be conducted by the Dispute Resolution Center of Austin Texas. Any charge or fees for mediation shall be paid by the parties in equal portions. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both parties agree in writing to waive confidentiality. Either party may pursue available legal remedies only if mediation does not fully resolve the dispute.

6.6 Venue. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Travis County, Texas and waive the right to sue or be sued elsewhere.

6.7 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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6.8 MOBILITY AUTHORITY INDEMNIFIED. CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE SERVICES, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONSULTANTS OR TO THEIR CONDUCT.

6.9 CONSULTANT HELD HARMLESS. PROVIDED CONSULTANT USES ALL REASONABLE AND PRUDENT EFFORTS AND PRACTICES IN ITS PERFORMANCE OF THIS CONTRACT, THE MOBILITY AUTHORITY AGREES TO HOLD CONSULTANT HARMLESS FOR ANY DAMAGES INCURRED BY THE MOBILITY AUTHORITY ARISING OUT OF ANY ASPECT OF CONSULTANT'S SERVICES THAT RESULT FROM, BUT ARE NOT LIMITED TO, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, COPYRIGHT INFRINGEMENTS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CONSULTANT'S RECORDS, PROGRAMS OR SERVICES. CONSULTANT DOES AGREE TO MAKE EVERY REASONABLE EFFORT TO CORRECT SUCH MISTAKES IN A TIMELY MANNER.

6.10 Entirety and Amendments. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may be amended only by an instrument in writing executed jointly by an authorized representative of the Mobility Authority and Consultant, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

6.11 Waivers. No course of dealing nor any failure or delay by the Mobility Authority or its directors, employees, representatives, or attorneys with respect to exercising any Right of

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the Mobility Authority hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by the Mobility Authority to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

6.12 Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

6.13 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, the Mobility Authority and Consultant, and their respective successors and assigns; provided that Consultant may not, without the prior written consent of the Mobility Authority, assign any Rights, duties, or obligations hereunder, and any purported assignment in violation of the foregoing shall be void and ineffective. The Mobility Authority may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Consultant.