

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

RESOLUTION NO. 16-030

**APPROVING AN EXTENSION TO CONSULTING SERVICES AGREEMENT
WITH NEAL SPELCE FOR COMMUNICATION AND OUTREACH SERVICES**

WHEREAS, by Resolution No. 15-034, the Board awarded a personal services agreement to Neal Spelce for communication and outreach services related to the MoPac Improvement Contract which is scheduled to expire on June 30, 2016; and

WHEREAS, the Mobility Authority is currently developing the MoPac Improvement Project, the 183 South Project, and the MoPac South Project; and

WHEREAS, Neal Spelce has extensive experience and knowledge of communities affected by the MoPac Improvement Project, the 183 South Project, and the MoPac South Project as well as the Central Texas community, and has been a valued contributor to the Mobility Authority's communications and outreach efforts for the MoPac Improvement Project, 183 South Project, and MoPac South Project; and

WHEREAS, the Executive Director recommends continuing to engage Neal Spelce for communication and outreach services for the MoPac Improvement Project, 183 South Project, and MoPac South Project; and

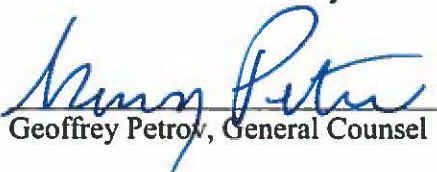
WHEREAS, the Executive Director and Neal Spelce have agreed to an amendment to the personal services agreement, increasing the monthly retainer to \$6400.00, increasing total compensation to an amount not to exceed \$100,000 and extending the term of the contract to June 30, 2017.

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; and

BE IT FURTHER RESOLVED pursuant to Section 401.0061 of the Policy Code, the Board exempts this personal services contract from any competitive bidding or competitive proposal requirements otherwise applicable under the Policy Code.

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 Petrov, General Counsel

Approved:

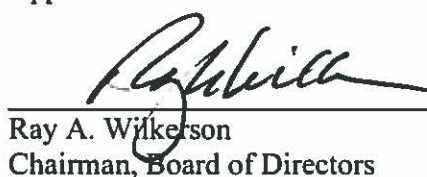

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

AMENDMENT NO. 1
TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND THE NEAL SPELCE COMPANY

This Amendment No. 1 to the Personal Services Agreement between Central Texas Regional Mobility Authority (“CTRMA”) and The Neal Spelce Company, Inc. (the “Consultant”) 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 Personal Services Agreement between CTRMA and Consultant, effective July 1, 2015 (the “Agreement”).

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

TERM

The termination date is extended to June 30, 2017 (the “Termination Date”).

COMPENSATION

1. The monthly retainer is for a commitment of 10 hours per week, averaging over the preceding period at a compensation of \$6,400.00 per calendar month.
2. Project related services may be required as directed by the Mobility Authority on as-needed basis. Compensation for such services shall be based upon an hourly rate of \$160 per hour, plus expenses. The time and expense estimates shall require prior approval by the Mobility Authority.

The total payment to Consultant under this Agreement during any Mobility Authority fiscal year (from July 1 through June 30) shall not exceed One Hundred Thousand Dollars (\$100,000.00).

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

CENTRAL TEXAS REGIONAL
INFORMATION GROUP, INC.
MOBILITY AUTHORITY

NEAL SPELCE COMPANY

Mike Heiligenstein
Executive Director

Neal Spelce

PERSONAL SERVICES AGREEMENT

DATE: July 9, 2015

TO: Mike Heiligenstein, Executive Director
Mario Espinoza, Deputy Executive Director

FROM: Neal Spelce, d/b/a The Neal Spelce Company

RE: FY 2016 Working Arrangement

Scope of proposed work

The Mobility Authority has identified a number of issues where our communications experience, community involvement, visibility and reputation might be of value in message development and delivery on the MoPac Improvement Project and the 183 South construction project.

Some examples included coordination with central West Austin core neighborhoods, as well as other property owners along MoPac, on areas of concern such as construction impact, sound walls, moving of trees, drainage flow, asbestos removal, bicycle, pedestrian and environmental improvements, and understanding of the Mobility Authority's mission and role.

Additionally, and at the request of the Mobility Authority, this may also include pro-active measures and/or trouble-shooting to provide a better understanding with the community as well as maintaining a favorable relationship with this affected community and the public at large. Other selected assignments could include presentations, involvement of area public officials and civic organizations, input in public meeting preparations, and response to feedback from community members.

Spelce has long advocated working on short-term action with a long-term view. This would include, for example, involvement with messaging and strategy on educational and informative advertising and other vehicles for communication to target markets. It could also involve assessing opportunities and impact of future projects (MoPac South, Oak Hill, SH45, Bergstrom, etc.) that are in various stages of planning and development while MoPac is a big focus of public attention.

We both understand the need to be prepared for unforeseen events that might occur during the term of this agreement. Therefore we place a high priority on the ability to be nimble and react quickly.

Unique background for this consultation

Consider these attributes: Owned and operated large Austin advertising, marketing and public relations firm, winning national accolades ... For decades was a highly-rated and national award-winning local TV news anchor.

Named Austin's Most Worthy Citizen for civic involvement that included service as Chair of the Austin Chamber of Commerce ... Chair of the United Way ... Chair of the Better Business Bureau ... Chair of 15-county Capitol Area Boy Scouts of America ... Founder and President of the Austin Area Research Organization (AARO) ... Chair of Leadership Austin ... Chair of American Health & Fitness Foundation ... Holder of three communications degrees from The University of Texas and named Outstanding Alum of the UT College of Communication ... President of Austin Texas Exes ... President of Austin Longhorn Club and many more.

This wide range of experience and community involvement also includes a deep and expanding knowledge of Central Texas – as exemplified by writing a newsletter each week since 1979 containing insights, perspectives and analysis of business, public affairs, growth and development, transportation, real estate, education and environmental issues in the Austin area.

Contractual Terms

I agree to devote the agreed-upon hours below to work on behalf of the Mobility Authority, with the understanding that those hours may fluctuate depending upon the Mobility Authority's requests.

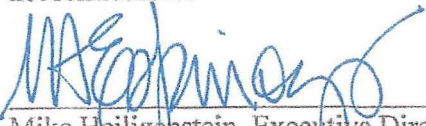
I propose a monthly retainer between Neal Spelce and the Mobility Authority effective July 1, 2015, to terminate on June 30, 2016.

The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$5,000.00 per calendar month. Starting July 28, 2015, and on the 28th day of each following month through June 2016, I will provide the Mobility Authority with an invoice that describes the services I provided to the Mobility Authority and noting the dates and amount of time devoted to those services for the period covered by the invoice.

This agreement is intended to be effective on July 1, 2015, with the first retainer (for all services provided after July 1, 2015 and before July 29, 2015) payable on July 30, 2015. The remaining monthly retainers will be payable on the 29th day of each following month through June 2016.

In addition to the retainer payments, the Mobility Authority agrees to reimburse expenses that may be incurred by Neal Spelce on behalf of the Mobility Authority when the proposed expense is approved by the Mobility Authority in writing before the expense is incurred.

This agreement may be terminated by Neal Spelce or the Mobility Authority at any time for convenience by written notice to the other party, with the retainer to be prorated as necessary and paid as of that termination date, together with any approved expenses that have been incurred but not reimbursed.



Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority



Neal Spelce
d/b/a The Neal Spelce Company