

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

RESOLUTION NO. 18-031

**APPROVING A PERSONAL SERVICES AGREEMENT WITH NEAL SPELCE FOR
COMMUNICATION AND OUTREACH SERVICES**

WHEREAS, the Mobility Authority is currently developing comprehensive communications plans to help educate Central Texans about mobility solutions and how they can improve their quality of life; and

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

WHEREAS, the Executive Director recommends continuing to engage Neal Spelce for communication and outreach services; and

WHEREAS, the Executive Director and Neal Spelce have agreed to a personal services agreement, with a total compensation in an amount not to exceed \$100,000.00 over a one-year period to end June 30, 2019; and

WHEREAS, on July 23, 2018, the Executive Director of the Mobility Authority submitted to the Board the written justification as required under Section 401.26 of the Mobility Authority Policy Code.

NOW, THEREFORE, BE IT RESOLVED the Executive Director is hereby authorized to finalize and execute a single-source agreement on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED the Board has determined that Neal Spelce possesses the demonstrated competence, knowledge and qualifications to provide communications support and outreach services within the Central Texas region and has offered to provide those services at reasonable fee and within the time limitations required by the Mobility Authority as provided in Section 401.026 of the Policy Code; and

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

PERSONAL SERVICES AGREEMENT

Date: July 25, 2018
To: Mike Heiligenstein, Executive Director
From: Neal Spelce, d/b/a The Neal Spelce Company
Re: FY 2019-2020 Working Arrangement

Scope of Proposed Work

The Mobility Authority has identified a number of issues where Neal Spelce's communications experience, community involvement, visibility and reputation will be of tremendous value in message development and delivery for CTRMA's program and projects, including CTRMA Educational Campaigns, 183 South, MoPac South, and other projects.

Some examples include coordination with neighborhoods, as well as other 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 in the region.

Additionally, and at the request of the Mobility Authority, this may also include proactive 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, MoPac Moment videos, It's Time podcasts, and responses to feedback from community members.

Neal Spelce has long advocated working on short-term action with 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/needs and impact of future projects (MoPac South, 183 North and 183A Phase III) that are in various stages of planning and development.

Both parties 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

Neal has owned and operated a large Austin advertising, marketing and public relations firm, winning national accolades. For decades Neal Spelce was a highly-rated and national award-winning local TV news anchor and has a deep and unique understanding of media and their commitment to reporting information. Neal has also been named Austin's Most Worthy Citizen for his civic involvement that included service as Chair of the Austin Chamber of Commerce, Chair of United Way, Chair of Better Business Bureau, Chair of 15-County Capitol Area Boy Scouts of America, Founder and President of Austin Area Research Foundation (AARO), Chair of Leadership Austin, Chair of American Health and Fitness Foundation, holder of 3 communications degrees from the University of Texas at Austin.

This wide range of experience and community involvement also includes deep and expansive knowledge of Central Texas as exemplified by writing a well-circulated weekly newsletter 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 work the agreed upon hours below on behalf of the Mobility Authority, with the understanding that those hours may fluctuate depending upon the Mobility Authority's requests.

This agreement between Neal Spelce and the Mobility Authority shall be effective for the term commencing on August 1, 2018 and terminating on July 31, 2019 with total compensation in an amount not to exceed \$100,000. Payments shall be made based on a monthly retainer in the amount of \$8000 plus approved expenses and any additional charges for project specific work.

The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$200 per hour for a total of \$8,000 per calendar month. Starting August 28, 2018, and on the 28th day of each following month through July 2019, I will provide the Mobility Authority with an invoice that describes the services I provided to Mobility Authority (project specific work separated from general CTRMA work) and noting the date and amount of time devoted to those services for the period covered by the invoice.

This agreement is intended to be effective on August 1, 2018, with the first retainer (for all services provided after August 1, 2018 and before August 30, 2018) to be invoiced on August 31, 2018. The remaining monthly retainers will be invoiced on the 29th day of each following month through July 2019.

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. Also, the Mobility Authority agrees to pay Neal Spelce for project specific work when the proposed project specific work is approved by the Mobility Authority before the work is initiated. Any specific project work would also be billed at the \$200 hourly rate.

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

Neal Spelce
d/b/a The Neal Spelce Company