



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 29, 2019
AGENDA ITEM #5

Award a contract for Human Resources
Advisory Services

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: Hourly rates - Services provided on an as needed basis
Funding Source: Annual Operating Budget
Action Requested: Consider and act on draft resolution

Summary:

Discussion and possible action relating to the award of a contract to BDO USA, LLP, a proposer responding to the Request for Proposals (RFP) for Human Resources Advisory Services.

These services include but are not limited to:

- Evaluating and providing advice concerning employee compensation and benefits, including compensations surveys;
- Providing general employment information and guidance;
- Assistance with recruitment efforts;
- Advice on employee relations matters.

This Agreement is for a term of three (3) years with for up to two (2) additional one-year periods, at the sole discretion of CTRMA.

Backup provided: Proposed Contract;
Draft Resolution

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

RESOLUTION NO. 19-0XX

**AWARDING A CONTRACT FOR
HUMAN RESOURCES ADVISORY SERVICES**

WHEREAS, the Mobility Authority issued a request for proposals for human resources advisory services on August 29, 2018 (the "RFP"), and four responsive proposals were received by the submittal deadline of September 25, 2018 established in the RFP; and

WHEREAS, the four proposals were reviewed and evaluated in accordance with the Mobility Authority's procurement policies; and

WHEREAS, after a review and analysis of the proposals by the Mobility Authority's Controller and the Executive Director, the Executive Director recommends awarding a contract to BDO USA LLP for human resource advisory services; and

WHEREAS, the Executive Director and BDO USA LLP have discussed and agreed to a proposed contract attached hereto as Exhibit A for human resources advisory services for an initial term of three years with two renewal options of one year each.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors awards a contract to BDO USA LLP for human resources advisory services for an initial term of three years with two renewal options of one year each; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the proposed contract with BDO USA LLP in the form or substantially the same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of May 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

**HUMAN RESOURCES ADVISORY SERVICES AGREEMENT
BETWEEN THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
BDO USA, LLP**

This Human Resources Advisory Services Agreement (the “Agreement”) is made and entered into by and between the **Central Texas Regional Mobility Authority** (the “Mobility Authority”), a political subdivision of the State of Texas, and **BDO USA, LLP** (the “Consultant”), a Delaware Limited Liability Partnership, to be effective as of the 29th day of May, 2019 (the “Effective Date”) with respect to human resources advisory services to be performed by the Consultant, as an independent contractor, for the Mobility Authority.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide human resources advisory services; and

WHEREAS, on August 29, 2018, the Mobility Authority issued a request for proposals (the “RFP”) from firms interested in providing human resources advisory services; and

WHEREAS, the Mobility Authority received four (4) proposals in response to the RFP; and

WHEREAS, on May 29, 2019, the Mobility Authority Board of Directors selected Consultant as the most qualified respondent and authorized the Mobility Authority Executive Director to negotiate and execute this Agreement.

NOW, THEREFORE, the Mobility Authority and the Consultant, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE 1
RETENTION OF THE CONSULTANT**

Based on the representations and commitments made herein by the Consultant, the Mobility Authority has concluded that the Consultant possesses the demonstrated competence and requisite qualifications to perform the Services (as defined below) pursuant to this Agreement. The Mobility Authority agrees to and hereby retains the Consultant as an independent contractor, and the Consultant agrees to provide the Services to the Mobility Authority, in accordance with the terms and conditions of this Agreement and at the direction of the Mobility Authority as set forth in this Agreement. In return for payment (as more particularly described in this Agreement), the Consultant agrees to have adequate staff and resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as mutually agreed upon by the Mobility Authority and Consultant.

ARTICLE 2 SCOPE OF SERVICES

The Consultant covenants and agrees to provide those services generally described above and more specifically listed in the Scope of Services set forth in the attached Appendix A (the “Services”). The terms and conditions of this Agreement shall apply to all services the Consultant performs at the Mobility Authority’s request, even if such services are not expressly covered in Appendix A. The Consultant 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 Mobility Authority may withhold payment of fees or reimbursement of expenses to the Consultant for certain Services if there is a good faith, reasonable basis to determinate that due to Consultant’s gross negligence or intentional misconduct, the Consultant’s performance fails to materially comply with any deadline or other provision of this Agreement regarding those Services, and the failure is not due to the fault of the Mobility Authority.

ARTICLE 3 TERM AND TERMINATION

1. **Term.** This Agreement is for a term of three (3) years from the Effective Date, terminating on May 31, 2022. This Agreement may be renewed for up to two (2) additional one-year periods by mutual agreement of the parties hereto.

2. **Termination.** This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. No penalty will be assessed for termination of this Agreement. Without limiting the foregoing, the Mobility Authority may also terminate this Agreement upon receipt of all desired deliverables resulting from the Services and a determination that no further work is required or desired.

In the event of termination under this Article 3, the Consultant will be entitled to any undisputed compensation and unreimbursed expenses, if any, that accrued under this Agreement through the date of termination but will not be entitled to any additional compensation or reimbursement after such date.

ARTICLE 4 COMPENSATION

1. **Compensation.** As sole and sufficient compensation for the Services under this Agreement, the Mobility Authority agrees to pay and the Consultant 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. No compensation shall be payable for work performed that has not been previously authorized in writing by the Mobility Authority.

2. **Reimbursement.** In the event Consultant is directed by the Mobility Authority to travel in order to perform the Services, the Mobility Authority shall reimburse the Consultant for reasonable, ordinary, and necessary travel expenses incurred by the Consultant.

3. **Invoicing.** The Consultant shall document the Services rendered and related reimbursable expenses incurred, if any, by providing the Mobility Authority with a statement which must detail the Services performed, hours worked and rate, a copy of the written authorization from the Mobility Authority for the Services in the statement, and the reimbursable expenses, if any, incurred by the Consultant. The Consultant shall deliver the statement upon completion of the work that was the subject of written authorization from the Mobility Authority. In the event the Mobility Authority requests a statement prior to the completion of the authorized work, Consultant shall submit the statement within ten (10) days of receipt of the request. Each statement must include the total amounts payable for the Services in the statement, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority reasonable requests from time to time. The Consultant represents and warrants that each statement as true and correct.

Statements shall be sent via e-mail to invoices@ctrma.org, with mtemple@ctrma.org copied on the e-mail transmittal. The Consultant's standard practice is to render statements on a monthly basis. Statements that are unpaid 30 days past the date received by the Mobility Authority are deemed delinquent. If an account has fees that are not paid in a timely manner, then the Consultant reserves the right to suspend the Services, withhold delivery of any deliverables, or withdraw from this engagement entirely if any payment of the statements is delinquent.

ARTICLE 5 KEY PERSONNEL

The Consultant acknowledges and agrees that the key personnel identified in Appendix C are key and integral to the satisfactory performance of the Consultant under this Agreement. Throughout the term of this Agreement, the Consultant agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote the necessary time and attention to the performance of the Services. In the event of the death or disability of any such individual, his/her disassociation from the Consultant, or his/her failure or inability to devote sufficient time and attention to the Services, at the Mobility Authority's option, the Consultant shall promptly replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In no event shall the Consultant remove, transfer, or reassign any individual identified in Appendix C except due to death or disability of such individual, his/her disassociation from the Consultant or as instructed by, or with the prior written consent of, the Mobility Authority.

The Consultant shall use its best efforts to enhance continuity in the key personnel and other employees regularly performing the Services. The Consultant shall notify and consult with the Mobility Authority if such key personnel shall be materially unavailable to perform Services, and Consultant shall not assign such other work to any key personnel performing the Services that would conflict with, or impede, their ability to perform the Services as requested or directed under this Agreement. Individuals may be added to Appendix C with the mutual written consent of the Consultant and the Mobility Authority.

**ARTICLE 6
REMOVAL OF PERSONNEL**

All persons providing the Services shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the reasonable opinion of the Mobility Authority, is not competent to provide the Services or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from the Services. The Consultant shall furnish the Mobility Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

**ARTICLE 7
RELATIONSHIP BETWEEN THE PARTIES**

The parties recognize that the Mobility Authority, through the Executive Director and assigned staff, shall manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and the Consultant. The Consultant acknowledges and agrees that neither it, nor any of the Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

The Consultant has no authority to enter into any contract binding upon the Mobility Authority, or to create any obligation on behalf of the Mobility Authority. Under no circumstances may the Consultant represent to suppliers, contractors, subcontractors, or any other parties that the Consultant, its employees, and affiliates are employed by the Mobility Authority or serve the Mobility Authority in any capacity other than as independent contractors. The Consultant shall clearly inform others that it has no authority to bind the Mobility Authority.

In the performance of the Services, the Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. The Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; relationship of employee-employer or principal-agent; or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations, or acts of the Consultant or any other person. The employees of Consultant performing the Services shall abide by all applicable laws and the rules and regulations of the Mobility Authority.

**ARTICLE 8
REPRESENTATION AND WARRANTIES**

The Consultant represents and warrants to the Mobility Authority that the Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of the Consultant's obligations hereunder or of the rights of the Mobility Authority hereunder; (b) without limiting the representation in preceding clause, and except has otherwise been disclosed to the Mobility

Authority, to its knowledge, after exercising reasonable diligence, each of the employees of Consultant performing the Services hereunder is not an employee, contractor, or representative of, or consultant for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; (c) is under no financial constraints at this time that would hinder the full performance of the obligations under this Agreement; and (d) to its knowledge, after exercising reasonable diligence, each of the employees of Consultant performing the Services hereunder is not under contract, and must not without the Mobility Authority's prior written consent contract, with any company, organization, or person that the Consultant reasonably believes to be in opposition or hostile to the Mobility Authority's operation and mission as such contract may relate to the subject matter in opposition to the Mobility Authority's operation and mission. The Consultant further represents and warrants that employees of Consultant intended to perform the Services have disclosed, to its knowledge, any business relationship with Mobility Authority board members, employees, or agents, and that the employees of Consultant intended to perform the Services have, to its knowledge, no other business relationship with Mobility Authority board members, employees, or agents that would disqualify the Consultant from providing the requested Services.

ARTICLE 9 CONFIDENTIAL INFORMATION

1. All materials and ideas developed during the performance of this Agreement in whole or in part by the Consultant is proprietary and confidential information and is owned by the Mobility Authority, and the Mobility Authority will retain ownership of all work-in-progress. The Confidential Information of Mobility Authority and information may only be used by the Consultant during the term of this Agreement as necessary to carry out the purposes of this Agreement. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by Consultant from Mobility Authority. The Consultant shall return all Confidential Information of Mobility Authority in the Consultant's possession to the Mobility Authority upon termination of this Agreement except for (a) copies retained in work paper files retained to comply with Consultant's professional or legal obligations and (b) such Confidential Information retained in accordance with Consultant's normal data back-up procedures; provided that any such Confidential Information so retained shall remain subject to the confidentiality obligations as set forth in this Article 9. The Consultant agrees not to disclose during the period of retention under this Agreement or at any time thereafter to any unauthorized person, association, firm, corporation, or other party any Confidential Information of the Mobility Authority, and the Consultant confirms that such Confidential Information constitutes the exclusive property of the Mobility Authority.

The parties agree that each of the provisions in this Article 9 are important and material, and significantly affect the successful conduct of the Mobility Authority's business, as well as its reputation and goodwill. Any breach of the terms of this Agreement, including but not limited to the provisions of this Article 9, is a breach of this Agreement, from which Mobility Authority may seek that the Consultant may be enjoined and for which Mobility Authority may seek that the Consultant also shall be liable to the Mobility Authority for all damages arising or resulting from the breach. The Consultant understands and acknowledges that the Consultant's responsibilities

under this Article 9 continue in full force and effect after the Consultant's contractual relationship with the Mobility Authority ends for any reason.

Notwithstanding anything in this Agreement to the contrary, the Consultant has no obligation of confidentiality with respect to information that (a) is or becomes part of the public domain through no act or omission of the Consultant; (b) was in the Consultant's lawful possession prior to the disclosure and had not been obtained by the Consultant either directly or indirectly from the Mobility Authority; (c) is lawfully disclosed to the Consultant by a third party without restriction on disclosure; (d) is independently developed by the Consultant without use of or reference to the Mobility Authority's confidential information; or (e) is required to be disclosed by law or judicial, arbitral or governmental order or duly executed process, provided the Consultant gives the Mobility Authority prompt written notice of the requirement sufficient to permit the Mobility Authority a reasonable opportunity to seek a protective order or other appropriate relief. Notwithstanding anything to the contrary herein, Consultant shall retain exclusive ownership to and in its (i) work papers (e.g. its internal documentation to substantiate the Services) and (ii) professional methodologies, techniques, processes and procedures or general know-how.

ARTICLE 10 INDEMNIFICATION AND LIMITATION OF LIABILITY

Indemnification by the Consultant. THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE CONSULTANT'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT BY THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE SERVICES. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SUCH SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, OR EMPLOYEES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM SUCH SAID CLAIMS FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS IN THE PERFORMANCE OF THE SERVICES.

Indemnification by the Mobility Authority. TO THE EXTENT PROVIDED BY LAW, THE MOBILITY AUTHORITY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS MEMBERS, PARTNERS, EMPLOYEES, CONTRACTORS, AGENTS AND AFFILIATES (COLLECTIVELY THE "CONSULTANT GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, OR EXPENSES (INCLUDING

REASONABLE ATTORNEYS' FEES) RELATING TO THE SERVICES IN CONTRACT, STATUTE, OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) (COLLECTIVELY, THE "SUBJECT CLAIMS") ASSERTED BY A THIRD PARTY ARISING OUT OF RELATED TO ANY USE OR RELIANCE ON THE SERVICES BY A THIRD PARTY AS A RESULT OF CLIENT'S ACT OR OMISSION. THE MOBILITY AUTHORITY FURTHER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT GROUP FROM ANY DIRECT OR THIRD PARTY SUBJECT CLAIMS RELATING TO THE SERVICES ATTRIBUTABLE TO ANY MISREPRESENTATIONS MADE BY THE MOBILITY AUTHORITY ON WHICH BDO DIRECTLY RELIED TO ITS DETRIMENT WITH RESPECT TO THE SERVICES.

Limitation of Liability. Except to the extent finally determined to have resulted from the Consultant Group's fraud or intentional misconduct, the Consultant Group shall not be liable to the Mobility Authority for any direct or third party Subject Claim in excess of an amount equal to three times the aggregate amount of fees paid by the Mobility Authority to the Consultant for the Services giving rise to the claim during the 12 months preceding the date of the claim. In no event shall the Consultant Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to the Agreement. Nothing herein shall be deemed to be a waiver of the Mobility Authority's governmental immunity with respect to any claim or potential claim asserted hereunder.

ARTICLE 11 GENERAL PROVISIONS

1. **Compliance with Laws.** The Consultant shall comply with all applicable federal, state, and local statutory and regulatory laws, ordinances, codes, and regulations, and with the applicable orders and decrees of any courts, administrative bodies, or tribunals, in each case as applicable to the performance of Services under this Agreement, which may include, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. **Audit.** The Mobility Authority may audit the records of the Consultant directly related to the Services to verify the costs or expenses incurred in the performance of this Agreement. Materials, documentation, and work products produced must be archived for a period of three (3) years by the Consultant and made available to the Mobility Authority upon reasonable prior written request. In the event an audit conducted by the Mobility Authority reveals material overcharges by the Consultant for any statement, the Consultant shall pay the reasonable, documented and out of pocket costs incurred by the Mobility Authority in connection with the audit.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Venue.** The parties acknowledge that venue is proper in Travis County, Texas, for all disputes.

6. **Invalidity.** If any part of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining portion of this Agreement. Those portions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid portion. The invalid portion, if any, may be modified by the court to the extent necessary to become enforceable.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of the Consultant under this Agreement are personal to each of Mobility Authority and the Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer without the written consent of the other party.

9. **Waiver.** Waiver by either party of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party hereto agrees by its signature to this Agreement that it (a) fully understands this Agreement's purposes, terms, and provisions and (b) expressly acknowledges receipt of a copy of this Agreement.

11. **Dispute Resolution.** The parties shall make every reasonable effort to communicate and cooperate with each other to resolve any disputes. Should informal resolution fail, the parties may attempt to resolve the dispute through mediation, using a mediator mutually agreed upon by the Consultant and the Mobility Authority, prior to initiating litigation. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

13. **Survival.** Articles 7, 8, 9, 10 and 11 survive the expiration or termination of this Agreement for any reason.

14. **Availability of Funds.** The awarding of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, this Agreement may be terminated or the scope may be amended; provided that Consultant shall have no obligation to perform services unless the parties have mutually agreed upon the terms as to such services. A thirty (30) day written notice shall be issued to the Consultant, and there will be no penalty or removal of charges incurred by the Mobility Authority. Notwithstanding the foregoing, if any

Services have been provided by the Consultant to the Mobility Authority under this Agreement prior to such termination, the Mobility Authority will be liable for the undisputed fees incurred.

15. **Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Consultant:

Mike Conover
Managing Director, Compensation Consulting
BDO USA, LLP
One International Place
Boston, MA 02110

With a copy to:

BDO USA, LLP
330 North Wabash, Suite 3200
Chicago, IL 60611
Attention: Office of General Counsel

In the case of the Mobility Authority:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

16. **Third-Parties and Use.** All Services hereunder shall be solely for the Mobility Authority's use and benefit pursuant to the client relationship hereunder. This engagement does not create privity between the Consultant and any person or party other than the Mobility Authority, and is not intended for the express or implied benefit of any third party. Although the Mobility Authority may disclose the Consultant's advice, opinions, reports, or other services (but not the work papers) to any person without limitation, no third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of the Consultant hereunder.

17. **Data and Information.** Consultant shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by Mobility Authority, its personnel, representatives, and agents shall be complete and accurate. Unless otherwise agreed to by the parties, Consultant shall not assume any responsibility for any financial reporting with respect to the Services.

18. **Non-Certified Public Accountant ("CPA") Owner Notice Requirement.** Consultant is owned by professionals who hold CPA licenses as well as by professionals who are

not licensed CPAs. Therefore, depending on the nature of the Services being provided, non-CPA owners may be involved in providing certain Services hereunder.

19. **Email Communications.** The Consultant disclaims and waives, and the Mobility Authority releases the Consultant from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by the Consultant in connection with the performance of the Services.

20. **External Computing Options.** The Consultant shall not be required to use external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of the Consultant's standard security protocol.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

THE CONSULTANT

BDO USA, LLP



By:

Mike Conover
Managing Director, Compensation Consulting

THE MOBILITY AUTHORITY

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____

Mike Heiligenstein
Executive Director

Appendix A

SCOPE OF SERVICES

The Scope of Services under the Agreement is described as follows:

1. Evaluating and providing advice concerning employee compensation and benefits, including conducting compensation surveys.
2. Providing general employment information and guidance.
3. Assisting the Mobility Authority with recruitment efforts.
4. Advising the Mobility Authority on employee relations matters.

Notwithstanding anything herein to the contrary, any service not specifically described in this Appendix A is outside the scope of this Agreement. Any additional services will be subject to mutual written agreement of Mobility Authority and Consultant pursuant to an amendment to this Agreement.

Appendix B

COMPENSATION

Payment

The Mobility Authority agrees to pay, and the Consultant agrees to accept, as full and sufficient compensation for the performance of all Services, payments based on approved statements, to be submitted to the Mobility Authority by the Consultant consistent with the requirements of Section 3 of Article 4. Payment under this Agreement shall be made within thirty (30) days of an approved statement; provided that if Mobility Authority fails to contact Consultant within twenty (20) business days of such statement with any reasonable objections, then Mobility Authority acknowledges and agrees that such statement shall be deemed approved. This compensation constitutes full payment for all of the Services, including, but not limited to overhead and administrative expenses (but excluding reimbursements pursuant to Section 2 of Article 4).

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

Service	Hourly or Flat Rate	Cost	Delivery Timeline
Evaluation of employee compensation & benefits	\$350.00/hour*	\$25,000 +/- 15%	4-6 weeks
Conduct compensation survey per position	\$425.00/hour*		Generally within 3-5 business days
Assist in recruitment	\$425.00/hour*		Generally within 3-5 business days
Advise on employee relations issues	\$425.00/hour*		Generally within 3-5 business days
Provide general employment information and guidance	\$425.00/hour*		Generally within 3-5 business days

** Project tasks are assigned to different levels of professional staff appropriate for the task at hand. Hourly rates range from \$250 to \$600 per hour.*

Appendix C

IDENTIFICATION OF KEY PERSONNEL

Mike Conover	Managing Director, Compensation Consulting
Dennis Koletsos	Manager, Executive Compensation & Strategic Service