



**CENTRAL TEXAS
Regional Mobility Authority**

May 31, 2017
AGENDA ITEM #5

Approve Personal Services Agreement with
Neal Spelce for Communications Support
Services

Strategic Plan Relevance:	Regional Mobility
Department:	Communications and Marketing
Contact:	Dee Anne Heath, Director of External Affairs
Associated Costs:	Not to exceed \$238,000
Funding Source:	Operating Fund
Board Action Required:	Consider and act on draft resolution

Summary:

Pursuant to Section 401.026 of the Mobility Authority Policy Code, the Executive Director must submit justification to the Board for entering into a single source contract. In order to maintain the continuity and level of expertise of the Communications and Marketing efforts, the Executive Director has determined that it is in the best interest of the Mobility Authority to contract directly with Neal Spelce (the Neal Spelce Company) as a single-sourced consultant for approximately two years.

Neal Spelce has been functioning as an integral part of the community and media outreach efforts for CTRMA. He has significant familiarity with the history of Central Texas and key stakeholders throughout the region and will help to develop an overall communications strategy to help educate Central Texans on CTRMA's role in transportation and quality of life solutions. (Approximate value of \$178,000)

In addition to the educational initiative, Neal Spelce has been critical to public outreach and media efforts for projects such as MoPac Improvement, 183 South and MoPac South. We anticipate continued community and media efforts on all three projects and his experience and expertise provide a consistent, respected and unique perspective. (Approximate value of \$60,000)

This agreement would be effective July 1, 2017 and extend through June 30, 2019 at which time we would re-assess communications needs consistent with the future needs of the Mobility Authority.

Backup Provided:	Draft Resolution Draft Personal Services Agreement
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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 17-0XX

**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, the 183 North Project and the Oak Hill Parkway Project 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 in an amount not to exceed \$238,000, including a monthly retainer of \$8,000, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed agreement with Neal Spelce in the form or substantially the same form as Exhibit A; 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 otherwise applicable under the Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of May 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

PERSONAL SERVICES AGREEMENT

Date: July 1, 2017
To: Mike Heiligenstein, Executive Director
From: Neal Spelce, d/b/a The Neal Spelce Company
Re: FY 2018-2019 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 as well as MoPac Improvement Project, 183 South, MoPac South, 183 North and Oak Hill Parkway 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, Oak Hill Parkway and 183 North) 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 expanding 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 with work 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, 2017, to terminate on June 30, 2019.

The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$8,000 per calendar month. Starting July 28, 2017, and on the 28th day of each following month through June 2019, I will provide the Mobility Authority with an invoice that describes the services I provided to Mobility Authority (project specific work separated from 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 July 1, 2017, with the first retainer (for all services provided after July 1, 2017 and before July 29, 2017) payable on July 30, 2017. The remaining monthly retainers will be payable on the 29th day of each following month through June 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 up and above the retainer (not to exceed \$60,000 each fiscal year) when the proposed project specific work is approved by the Mobility Authority before the work is initiated. It is understood the amount could be adjusted at any time depending upon the level of project specific work during the 2-year contract period.

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