

AGREEMENT BY AND BETWEEN
THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND
GREAT SPRINGS PROJECT, INC.
FOR
THE HUNTER ROAD TRAIL CONNECTIVITY AND DEVELOPMENT STUDY

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between the Capital Area Metropolitan Planning Organization, a federally designated metropolitan planning organization with offices located at 8303 N. MoPac Expy, Austin, TX 78759 (“CAMPO”), and Great Springs Project, Inc., a Texas nonprofit corporation, with offices located at 409 W. 14th St., Austin, Texas 78701 (“GSP”). CAMPO and GSP may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, CAMPO is the federally designated metropolitan planning organization (MPO) for the Austin-Round Rock-Georgetown Metropolitan Area and is responsible for coordinating transportation planning and programming activities within its six-county region;

WHEREAS, CAMPO issued a project call under its Transportation Alternatives Set-Aside Program and Carbon Reduction Program to solicit eligible projects that advance regional goals related to multimodal transportation, carbon emission reduction, and active transportation infrastructure;

WHEREAS, in response to that project call, GSP submitted the Hunter Road Trail Connectivity and Development Study as a proposed planning effort to examine the feasibility, alignment, and implementation strategies for an active transportation trail along or near the Hunter Road corridor in Hays County and the City of San Marcos;

WHEREAS, GSP is a Texas nonprofit organization with a mission to preserve natural spaces and promote regional trail connectivity from Austin to San Antonio by engaging local stakeholders, governmental entities, and the public;

WHEREAS, CAMPO and GSP mutually recognize the public benefits of enhancing trail infrastructure, including increased mobility options, improved air quality, economic vitality, and access to recreational and environmental resources;

WHEREAS, the proposed Study will support local and regional priorities through technical analysis, public engagement, and coordination with agencies having jurisdiction, and will directly contribute to CAMPO's long-range planning objectives and performance-based outcomes;

WHEREAS, the CAMPO Regional Active Transportation Plan identified Hunter Road (FM 2439) as part of regional priority network for active transportation modes, with new construction and/or upgrades needed to better support walking and biking;

WHEREAS, this trail segment is a critical component of the Bicentennial Trail, established by the Texas Legislature as a network of hike and bike trails to connect the Alamo to the State Capitol and to include hike and bike trail connections to Barton Springs, San Marcos Springs, Comal Springs, and San Antonio Springs for the purposes of promoting outdoor recreation, environmental stewardship, and the historical and cultural heritage of Texas;

WHEREAS, the Texas Department of Transportation ("TxDOT"), the City of San Marcos, and Hays County have each expressed support for the Study and its alignment with their respective planning and policy goals, as well as the public purpose of the proposed study;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PAYMENT

CAMPO's and the GSP's payment obligations are payable only and solely from funds appropriated by the Board of Directors of GSP and the CAMPO Transportation Policy Board, respectively ("Appropriated funds") and available for the purpose of this purchase. The absence of appropriated funds or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. Within 45 days of the adoption and execution of this Agreement, the applicable party shall provide the other party written notice of the failure of the party's governing body to make adequate appropriation to pay for the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the applicable party to pay its obligation under this Agreement.

II. OBLIGATIONS OF CAMPO

A. CAMPO shall support and work to ensure the completion of the Hunter Road Trail Connectivity and Development Study ("Study").

B. CAMPO will form a steering committee that includes GSP, the City of San Marcos, Hays County, TxDOT, and representatives of the Alamo Area Metropolitan Planning Organization ("AAMPO"), and other stakeholders, to guide the planning and execution process of the Study.

D. CAMPO will manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. CAMPO will actively engage and partner with GSP throughout the process to ensure that the final plan meets the needs of GSP, CAMPO's Transportation Policy Board, and other stakeholders.

E. CAMPO will coordinate with GSP and other stakeholders on any proposed and/or necessary changes to any project schedule, public participation plan, and other related documents, prior to approval.

F. CAMPO will pay an amount not to exceed **\$458,640 or 75% of the total project costs of \$611,520** to cover planning services.

III. OBLIGATIONS OF GSP

A. GSP will actively work with CAMPO in the development of the Study consistent with Attachment A – Scope of Work.

B. GSP will remit to CAMPO **a single lump sum of \$152,880, or 25% of the \$611,520 total project cost**, as the local match for this study, within thirty (30) days of the effective date of this Agreement.

C. GSP will participate in the consultant selection process and the planning process of the Study to include CAMPO's standard 30-day public comment period.

IV. COORDINATION WITH LOCAL AGENCIES

A. Stakeholder Involvement. TxDOT, the City of San Marcos, Hays County and AAMPO representatives shall be invited to participate in technical coordination meetings, provide input throughout the Study process, and review draft and final deliverables. Comal County shall also be included in these consultations where necessary.

B. Agency Endorsement. The Study is supported and endorsed by TxDOT, the City of San Marcos, Hays County and AAMPO as consistent with their regional mobility and planning goals and serving a public purpose.

V. TERM AND TERMINATION

A. This Agreement is effective on the date of the last party to sign. The Agreement terminates on twenty-four (24) months from the effective date, unless otherwise terminated pursuant to this Agreement.

B. If either party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement.

C. This Agreement may be terminated, in whole or in part, by either party whenever such termination is found to be in the best interest of either party. Either party shall provide written notification to the other party at least thirty (30) days in advance of the effective date of the termination. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

CAMPO:

Ashby Johnson
Executive Director
Capital Area Metropolitan Planning Organization
8303 N. MoPac Expy
Austin, TX 78750
Email: ashby.johnson@campotexas.org

with a copy to:

Will Lisska
Regional Planning Manager
Capital Area Metropolitan Planning Organization
8303 N. MoPac Expy
Austin, TX 78750
Email: will.lisska@campotexas.org

GSP:

Garry Merritt
Executive Director
Great Springs Project, Inc.
409 W. 14th St.,
Austin, TX 78701
Email: garry@greatspringsproject.org

with a copy to:

Mikey Goralnik
Trails & Transportation Planner
Great Springs Project, Inc.
409 W. 14th St.,
Austin, TX 78701
Email: mikey@greatspringsproject.org

VI. RESTRICTION ON LOBBYING

In accordance with 31 USC Section 1352, CAMPO and GSP hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or GSP to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO and/or GSP shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or GSP shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and its subcontractors shall require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

VII. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

A. CAMPO when federal funds are involved, shall grant the U.S. Department of Transportation, the Texas Department of Transportation and any authorized representative thereof, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

B. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO and/or GSP, shall be maintained for at least four (4) years after CAMPO and/or GSP payment under this Agreement or the termination or expiration of this Agreement.

VIII. PROCUREMENT

It is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services. No officer, employee, independent consultant, or elected official of either party who is involved in the development, evaluation, or decision-making process of the performance of any procurement related to this Agreement shall have a financial interest, direct or indirect, in the Agreement resulting from the procurement.

IX. LEGAL CONSTRUCTION

If any of the provisions contained in this Agreement are for any reason held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

X. LAW AND VENUE

The laws of the State of Texas govern all matters arising out of this Agreement, and venue shall lie in the state courts of Travis County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorney's fees incurred by that party relating to this Agreement.

XI. NON-DISCRIMINATION

It is mutually agreed that all parties hereto are bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and as supplemented in Department of Labor Regulations (41 CFR Part 60).

XII. INTERPRETATION OF LAWS AND AUTHORITIES

CAMPO is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

XIII. ALTERATION, AMENDMENT, OR MODIFICATION

A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by both parties.

B. This Agreement constitutes the entire Agreement between CAMPO and GSP. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By: _____

Name: Ashby Johnson

Title: Executive Director

Date: _____

GREAT SPRINGS PROJECT, INC.

By: _____

Name: Garry Merritt

Title: Chief Executive Officer

Date: _____

ACKNOWLEDGMENT:

The following agencies are not parties to this Agreement but acknowledge their support and coordination role in the Study.

CITY OF SAN MARCOS

By: _____

Name:

Title:

Date: _____