

AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR
TRANSIT SERVICES

This agreement by and between the City of Austin, a home rule municipal corporation, (“**City**”) and Capital Metropolitan Transportation Authority (“**CapMetro**”) a transportation authority organized under the provision of the Texas Transportation code, Chapter 451, (“**Agreement**”), dated effective January 1, 2026 (“**Effective Date**”), is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. CapMetro and the City are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

Each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each Party represents and warrants that the compensation to be made to the performing Party contemplated in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described in this Agreement and are made from current revenues available to the paying Party.

Recognizing the importance of a regional mobility system, and the desire to encourage access to public transportation, the Parties enter into this Agreement as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of CapMetro.** Subject to the provisions of the terms and conditions contained herein, CapMetro is to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of CapMetro.** CapMetro shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. If the need arises for CapMetro to perform services beyond those stated in the Scope of Work, CapMetro and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City’s Contract Manager shall be responsible for exercising general oversight of the activities and services under this Agreement. Specifically, the Contact Manager shall represent the City’s interests in resolving day-to-day issues that may arise during the term of this Agreement. The City shall participate regularly in conference calls or meetings for status reporting, promptly review any written reports submitted by CapMetro, and approve all invoices for payment, as appropriate. The City’s Contract Manager shall provide CapMetro timely feedback on the acceptability of progress and task reports.
- 1.4 **Designation of Key Personnel.** CapMetro’s Contract Manager for this Agreement is Derek Heino, 512-826-5739, (derek.heino@capmetro.org). The City’s Contract Manager for the engagement is David Sifuentes 512-974-3316, (david.sifuentes@austintexas.gov). Each Party will give written notice to the other Party of any changes to the foregoing information.

SECTION 2. SCOPE OF WORK

- 2.1 **CapMetro’s Obligations.** CapMetro shall fully and timely provide all deliverables described herein in accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.
- 2.2 **Purpose.** Employees of the City (“**City Employees**”) shall have access and use of CapMetro’s transit services which consist of bus service and rail service, vanpool service, and CapMetro Access paratransit service (collectively, the “**Services**”) upon presentation of a valid transportation pass.

2.3 **Tasks.**

- 2.3.1 CapMetro shall allow City Employees to have unlimited use of CapMetro's bus, rail, Pickup and CapMetro Access services upon presentation of a valid transit pass and, if requested by a CapMetro service operator or representative, a City identification badge. The City will distribute digital transit passes through the CapMetro's merchant portal website. CapMetro shall deliver Reloadable Fare Cards for bus service, and rail service service to the City's Human Resources Department who shall distribute the cards to City Employees. CapMetro shall deliver up to 5,000 Reloadable Fare Cards for bus and rail services and up to 100 Transit Passes for CapMetro Access services to the City no later than December 1, 2025, and December 1 each subsequent year of the Agreement. Upon the City's request, CapMetro shall deliver additional Transit Passes to the City on dates agreed by the Parties throughout the Term of the Agreement.
- 2.3.2 CapMetro shall allow City Employees to have unlimited use of CapMetro Vanpool services upon approval by the City and CapMetro. Vanpool subsidies shall be applied to all approved riders. Vanpool riders approved after the fifth of any month shall have subsidies applied the month following.
- 2.3.3 CapMetro shall monitor, compile, and analyze bus, rail, and vanpool ridership through the use of transit passes, bus and rail validators, and vanpool participant data. CapMetro shall provide monthly agreed upon reports to the City based on this data. Monthly reports must be received by the 20th of the month following the month in which ridership data is collected. CapMetro and the City shall reconcile services and City Employee eligibility each quarter. Notwithstanding the foregoing, CapMetro Access ridership analysis is available upon request, contingent on the City providing a list of employee names/client IDs.
- 2.3.4 The City shall promote transit use to their City Employees with the assistance of the CapMetro Community Engagement Office.
- 2.3.5 City Employees eligible for CapMetro Access service must follow CapMetro's process for reservations and services.
- 2.3.6 CapMetro and the City mutually understand the need for coordination and prior approval(s) of their respective governing bodies regarding services, activities and initiatives that involve additional funds.

SECTION 3. COMPENSATION

3.1 **Agreement Amount.**

- 3.1.1 For the Initial Term (as set forth in Section 4.1 of this Agreement), the City will pay CapMetro an amount not to exceed \$200,000 for the services provided under this Agreement at the rates set forth in this Section 3.1. For each extension period of the Term, the City will pay an amount not to exceed \$200,000 for the services provided under this Agreement at the rates set forth in this Section 3.1.
- 3.1.2 The City shall pay CapMetro for Transit Passes at a cost that is discounted by thirty percent (30%) off standard fare pricing for all Local bus services (Bus, UT Shuttle, Rapid and High-Frequency Routes, and Pickup) and all Commuter service (All Local services, plus Express Routes and Rail).
- 3.1.3 For Initial Term, the City shall reimburse CapMetro \$85.00 a month per City Employee for access to CapMetro Vanpool services, and City Employees shall reimburse CapMetro (or a designated contractor) for any fees exceeding the \$85.00 paid by the City for vanpool services. For any extensions to the Term after the Initial Term, CapMetro reserves the right to change the rates for access to vanpool services by providing not less than one hundred twenty days (120) days written notice to the City defining the terms of the rates.

- 3.1.4 For the Initial Term, the City shall reimburse CapMetro \$46.50 a month per City Employee for access to CapMetro Access paratransit services, and City Employees shall reimburse CapMetro (or a designated contractor) for any fees exceeding the \$46.50 monthly fee paid by the City for paratransit services. For any extensions to the Term after the Initial Term, CapMetro reserves the right to change the rates for access to CapMetro Access paratransit services by providing not less than one hundred twenty (120) days written notice to the City defining the terms of the rates.
- 3.1.5 The City shall reimburse CapMetro for the cost of printing up to 5,000 Transit Passes for Services at a rate of \$3.00 per pass for an annual cost of approximately \$15,000.00. If additional Transit Passes are required, the City shall reimburse CapMetro \$3.00 per Transit Pass.

3.2 **Invoices**

- 3.2.1 CapMetro shall submit to the City quarterly invoices with ridership data for the final month of the quarter no later than the 25th of the month, following quarter end.
- 3.2.2 Based upon reconciled ridership services and City Employee eligibility each quarter, CapMetro shall submit itemized invoices including ridership data reports for the Services.
- 3.2.3 Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and submitted no later than 30 days after the end of each quarter. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the CapMetro's invoice. Invoices received without all required information cannot be processed and shall be returned to CapMetro. Invoices shall be mailed to the address below:

City of Austin
Human Resources Department,
Employee Benefits Division
Attn: David Sifuentes
P. O. Box 1088
Austin, Texas 78767

3.3 **Payment.**

- 3.3.1 Correct invoices received by the City shall be paid within thirty (30) calendar days of the City's receipt of the invoice and ridership data reports.
- 3.3.2 If payment is not made timely (per this Section 3.3), interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.

- 3.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to CapMetro. The City shall provide CapMetro written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there shall be no penalty nor removal fees charged to the City. The City shall be responsible for payment for all Services through the date of the termination, and upon termination, City Employees shall cease to utilize the Transit Passes for the Services.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term.** The term of this Agreement (“**Term**”) shall become effective from January 1, 2026 (“**Effective Date**”) through December 31, 2026 (“**Initial Term**”) and may be extended thereafter for up to four (4) twelve (12) month extension periods. The Parties may exercise an extension period by written agreement executed by CapMetro’s President/CEO or her/his designee and the City Purchasing Officer or his/her designee.
- 4.2 **Right to Assurance.** Whenever one Party to the Agreement in good faith has reason to question the other Party’s intent to perform, demand may be made to the other Party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.3 **Default.** Either Party shall be in default under the Agreement if either Party (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, or (b) fails to provide adequate assurance of performance under the Right to Assurance paragraph contained herein.
- 4.4 **Termination.** Either Party shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, CapMetro shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay CapMetro, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. Upon termination of the Agreement, City Employees shall cease to utilize the Transit Passes for the Services.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance

5.1.1 **General Requirements.**

- 5.1.1.1 CapMetro shall at, a minimum, carry insurance in the types and amounts indicated herein for the duration of the Agreement.
- 5.1.1.2 CapMetro shall provide a Certificate of Insurance as verification of coverage required below to the City at the below address prior to Agreement execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 CapMetro shall forward a Certificate of Insurance to the City whenever a previously identified policy period has expired as verification of continuing coverage.
- 5.1.1.4 CapMetro shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of CapMetro hereunder and shall not be construed to be a limitation of liability on the part of CapMetro.
- 5.1.1.5 CapMetro shall submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the Agreement.
- 5.1.1.6 CapMetro’s and all subcontractors’ insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 5.1.1.7 All endorsements naming the City as additional insured as well as the Certificate of Insurance shall contain the Agreement contract number, the Buyer’s name and address, and shall be mailed to the address below:
- City of Austin
Purchasing Office
Attn: Cindy Reyes
P. O. Box 1088
Austin, Texas 78767
- 5.1.1.8 The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and CapMetro, shall be considered primary coverage as applicable.
- 5.1.1.9 If insurance policies are not written for the amounts specified in this section, CapMetro shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- 5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties hereto or the underwriter on any such policies.
- 5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CapMetro.
- 5.1.1.12 CapMetro shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. CapMetro shall be responsible for providing to City immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the carrier notice received by CapMetro to the City within two business days or by endorsement of the policies to require notice to the City to be provided by the insurer.
- 5.1.1.13 CapMetro shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductible or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.1.14 CapMetro shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage indicated within the Agreement.

5.1.2 **Specific Coverage Requirements.** CapMetro shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of CapMetro.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverage A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the project.

5.1.2.1.2 Independent Contractor's Coverage.

5.1.2.1.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** CapMetro shall provide coverages for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 The City of Austin listed as an additional insured, Endorsement CA 2048, or equivalent coverage.

5.1.2.3 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.1.2.4 **Certificate.** The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies.

5.2 **Equal Opportunity.**

- 5.2.1 **Equal Employment Opportunity.** This Agreement does not abrogate CapMetro's responsibility to comply with all applicable federal, state and local non-discrimination laws.
- 5.2.2 **Americans with Disabilities Act (ADA) Compliance.** CapMetro or CapMetro's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 5.3 **Rights to Contractual Material.** All material submitted by CapMetro to the City shall become property of the City upon receipt. Any portions of such material claimed by CapMetro to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, of the Texas Government Code.

SECTION 6. MISCELLANEOUS

- 6.1 **Compliance with Health, Safety, and Environmental Regulations.** CapMetro, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the Services. In case of conflict, the most stringent safety requirement shall govern.
- 6.2 **Right to Audit.** CapMetro agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to and the rights to audit, examines, or reproduce, any and all records of CapMetro related to the performance under this Agreement. The Parties shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters related to the Agreement are resolved, whichever is longer. CapMetro agrees to refund to the City any overpayments disclosed by any such audit.
- 6.3 **Claims.** If any claim, demand, suit, or other action is asserted against a Party which arises under or concerns the Agreement, or which could have a material adverse effect on the other Party's ability to perform thereunder, the accused Party shall give written notice thereof to the other Party within ten (10) calendar days after receipt of notice by the accused Party. Such notice shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice to the City shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West Second Street, Fourth Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767. Such notice to CapMetro will be in accordance with Section 6.4 of this Agreement.
- 6.4 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and CapMetro shall be addressed as follows:

To the City:	To CapMetro:
City of Austin, Purchasing Office	Capital Metropolitan Transportation Authority
Attn: Cindy Reyes, Contract Management Specialist III	Attn: Vice President Marketing and Communications Additional copy to: Brad Bowman, Chief Counsel
P.O. Box 1088	3100 East 5th Street
Austin, TX 78767	Austin, Texas 78702

- 6.5 **Advertising.** Neither Party shall advertise or publish works without the other Party's prior consent nor the fact that both Parties have entered into this Agreement, except to the extent required by law.
- 6.6 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Capital Metro's services shall be those of an independent

contractor. Capital Metro agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

- 6.7 **Modifications.** The Agreement can be modified or amended only by written documentation signed by both Parties. No pre-printed or similar terms on any Capital Metro invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement. The City Manager and the Capital Metro President/CEO shall have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code or as otherwise provided in this Agreement. Except as otherwise provided in this Agreement, any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
- 6.8 **Interpretation.** The Agreement is intended by the Parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the Parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one Party, it is the intent of the Parties that all provisions be construed in a manner to be fair to both Parties, reading no provisions more strictly against one Party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 6.9 **Dispute Resolution.** If a dispute arises out of or relates to the Agreement, or the breach thereof, the Parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.
- 6.10 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the Parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 6.11 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.
- 6.12 **Waiver; Consents.** No consent or waiver, express or implied, by either Party hereto or of any breach or default by the other Party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.
- 6.13 **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing

causes, then the time for completion of the services shall be extended; provided, however, in such an event, a conference shall be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

- 6.14 **Remedies.** All rights, powers and remedies granted to either Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either Party. No delay or omission by either Party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either Party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.
- 6.15 **Assignment.** No Party here to shall have the right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, without the prior written approval of the other Party.
- 6.16 **Successor in Interest.** All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties and for the benefit of no other person.
- 6.17 **Right to Sue.** Capital Metro and the City have the exclusive right to bring suit to enforce this Agreement, and no other Party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.
- 6.18 **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- 6.19 **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.
- 6.20 **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement.
- 6.21 **Contracting Authority.** The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below to be effective as of the Effective Date.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Approved as to Form

CMTA Legal Department

CITY OF AUSTIN

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Approved as to Form:

Assistant City Attorney