



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #9

Discuss and consider approving an agreement with the City of Cedar Park for the development and construction of the Ranch to Market Road 1431/183A intersection improvements project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Not to exceed budget approved by City of Cedar Park
Funding Source:	City of Cedar Park and Williamson County
Action Requested:	Consider and act on draft resolution

Project Description/Background: The City of Cedar Park (“City”) has approached Mobility Authority staff regarding the design and construction of a RM 1431 (Whitestone Blvd.) at 183A Intersection Improvement (“Project”).

The Project is located at the intersection of RM 1431, owned by the Texas Department of Transportation (“TxDOT”), and the Mobility Authority’s 183A Frontage Roads, adjacent to the limits of TxDOT’s 183A General Purpose Lane Project currently under construction. The Project entails development and construction of improvements within both Mobility Authority and TxDOT right-of-way, considering feasible innovative intersection concepts to improve traffic operations and safety at this busy intersection. Upon Project completion, the City would own and maintain the traffic signals at the intersection.

The Interlocal Agreement (“ILA”) is a partnership with the City, whereby the Mobility Authority would provide development and delivery of the Project on behalf of the City as a part of their bond program aimed at providing enhanced mobility in the region.

Previous Actions & Brief History of the Program/Project: The City's 2021 Bond Advisory Task Force recommended inclusion of this Project in its 2022 Bond Program, allocating \$8.7 million toward the project, ultimately approved by voters. Williamson County voters subsequently approved road bonds in 2023 to share costs, allocating another \$7.2 million, resulting in a total Project budget of \$15.9 million.

Financing: City of Cedar Park & Williamson County

Action requested/Staff Recommendation: Staff is requesting approval of the draft resolution that will allow the Executive Director, or his designee, to execute the interlocal agreement and negotiate and execute contracts, work authorizations and task orders to complete the work contemplated through the interlocal agreement.

Backup provided: Draft resolution
Interlocal agreement with City of Cedar Park
Project map

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

RESOLUTION NO. 26-0XX

**APPROVE AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK
FOR THE FUNDING, DEVELOPMENT AND CONSTRUCTION OF THE
183A INNOVATIVE INTERSECTION PROJECT**

WHEREAS, both the Central Texas Regional Mobility Authority ("Mobility Authority") and the City of Cedar Park ("City") are authorized to develop and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves City residents and the traveling public; and

WHEREAS, the City has obtained \$15.9 million to fund intersection improvements at RM 1431 and 183A Toll (the "183A Innovative Intersection Project") through the City's 2022 Bond Program and an interlocal agreement with Williamson County; and

WHEREAS, to ensure timely delivery and manage the complex coordination required among the City, the Mobility Authority and the Texas Department of Transportation, the City has approached the Mobility Authority about taking over the project delivery responsibilities for the 183A Innovative Intersection Project; and

WHEREAS, under the Interlocal Cooperation Act, Chapter 791, Government Code, and Chapters 222 and 370, Transportation Code, the Mobility Authority and the City may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the City's residents, landowners, businesses, and the traveling public; and

WHEREAS, the Executive Director and the City have negotiated an interlocal agreement for the Mobility Authority to develop and construct the 183A Innovative Intersection Project utilizing the City's funding which is attached hereto as Exhibit A; and

WHEREAS, the City passed a resolution approving the proposed interlocal agreement on February 26, 2026, which is attached hereto as Exhibit B; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement and authorize him to take all such actions necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders for the 183A Innovative Intersection Project.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed interlocal agreement with the City of Cedar Park; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is authorized to take all such actions necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is between the City of Cedar Park Texas, a political subdivision of the State of Texas (the "City"), and the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas (the "Authority"), is effective as of the ___ day of _____, 2026 (the "Effective Date"). City and Authority may be referred to collectively in this Agreement as the "Parties," and individually as a "Party."

Recitals

A. The RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project (the "Project") was approved by City voters in the City's 2021 bond referendum.

B. The Project is generally described and depicted in the attached Exhibit A.

C. The City has been tasked with timely completion of the Project, and contracting with the Authority to manage the design and construction of the Project would help the City to expedite the completion of this Project.

D. The City, with contribution from Williamson County, Texas, has agreed to fund the direct and indirect costs of the Project as well as oversee the Project, and the Authority has agreed to manage the design, procurement, and/or construction of the Project, all in accordance with the terms and conditions set forth in this Agreement.

E. The Director of the City's Engineering and Capital Projects Department ("E&CP") will assign a single project manager ("City Project Manager") from E&CP to oversee delivery of the Project and act as the City's representative. The City Project Manager will direct and oversee the fulfillment of the City's obligations outlined in this Agreement.

F. The Authority will assign a single program manager ("Authority Program Manager") from the Authority's Engineering Department to act as the Authority's representative. The Authority Program Manager will direct and oversee the fulfillment of the Authority's obligations outlined in this Agreement.

G. The Parties, as political subdivisions of the State of Texas, intend for this Agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW, THEREFORE, the Parties agree that the recitals set forth above are fully incorporated into the terms of this Agreement and further agree as follows:

1. Financial Obligations.

(A) The City shall be solely responsible for paying all costs of the Project, including paying all documented costs incurred by the Authority related to the Project. Other than in-kind services as specified herein, the Authority is not contributing any funding for the Projects.

(B) The Authority and City will jointly develop a detailed Budget for the Project, including a cash flow projection and the City's projected funding sources ("Budget"). The Budget will include the following costs ("Project Expenses") to be paid by the Authority (from the appropriate Project Account funded by the City) to itself and to its outside consultants, vendors, and the Project's construction contractor for expenses incurred by the Authority and its outside consultants, vendors, and the construction contractor after the Effective Date of this Agreement:

- (1) preliminary engineering;
- (2) capital costs (design and construction);
- (3) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (4) the Authority's legal, administrative, and other fees and expenses related to this Agreement, procurement, and Project development and oversight, including defending any contractor or third-party claims and/or lawsuits;
- (5) environmental permits and approvals, if required;
- (6) utility coordination services;
- (7) utility relocation costs (when the relocation costs are not the responsibility of the utility owner);
- (8) right-of-way coordination, appraisal, and acquisition services;
- (9) right-of-way land purchase costs;
- (10) contingencies, including costs of any judgment, settlement or other award resulting from a contractor or third-party claim and/or lawsuits; and
- (11) all other costs reasonably projected as necessary to complete a Project, close out a Project that is canceled or reimburse the Authority for its expenses in the event this Agreement is terminated, excluding any additional cost for a Party's in-kind services provided through a Party's employee; and
- (12) an administrative expense fee for the Authority's staff to implement, administer, and manage the activities described in Paragraphs (1) through (11) above, and equal to 4.65% of the actual costs incurred by the Authority for the activities described in (1) through (11) above, but excluding
 - (a) costs for any permits obtained by the City,
 - (b) costs for services performed by City staff or any City contractor that is not the Authority;
 - (c) the costs described in Paragraphs 7 (utility relocation costs), (9) (right-of way land purchase costs);
 - (d) the costs of defending any contractor or third-party claims and/or lawsuits if those costs are incurred by legal counsel or consultants not employed by the Authority; and
 - (e) the costs of any judgement, settlement, or other award resulting from a contractor or third-party claim or lawsuit.

(C) A Budget will be agreed to for the Project establishing funding by Project phase: preliminary engineering, engineering and design, and construction. Deposits will be made by phase (preliminary engineering, engineering and design, and construction funding).

(D) The City will provide funding for the Project as outlined in the approved Budget for the Project. The Authority will deposit all Project funds provided by the City into a separate Project Account for the Project as directed by the City Project Manager so as not to commingle the funds with other Authority projects. Notwithstanding the amounts projected in the Budget or available in the Project Account, the City shall be solely responsible for paying all Project Expenses.

(E) Administrative Expense. The 4.65% administration expense described in Section 1(B)(12) shall be included in the detailed Budget for the Project and shall be disbursed to the Authority on a pro-rata basis as funds are drawn down from the Project Account to pay Project Expenses.

(F) No later than 10 days after the City has approved the Budget, as evidenced by a written notice of Budget approval signed by the City Project Manager and delivered to the Authority, the City shall make an initial deposit to the Authority, which is identified in the Budget as the preliminary engineering funding for use by the Authority to pay Project costs incurred after the date of Budget approval. Upon receipt of preliminary engineering funding, the Authority will proceed with completion of the preliminary engineering funding phase. Following completion of the preliminary engineering phase and upon receipt of engineering and design funding, the Authority will proceed with completion of the engineering and design funding phase. The Authority will provide notification to the City of a proposed advertisement to bid for a construction contract ("Construction Contract"), and if the City approves the proposed solicitation, the City will have 30 days to deposit the construction funding into the Project Account. If the City fails to make any deposit to the Authority required by this Agreement, the Authority may cancel the Project and the City shall be responsible for any demobilization and other costs associated with the cancelation.

(G) After a Budget is approved, it may be revised by written agreement of the City Project Manager and the Authority Program Manager. If the total cost of the Project is projected to exceed the estimate set forth in the Budget, the Parties may engage in value engineering or other cost cutting measures in an attempt to control costs on the Project. If the projected cost of the Project exceeds funding available from the Project Budget, the City may elect to provide the funds required to pay the additional Project cost using funds available from other sources, including funds provided to the City by third parties other than the Authority. If the City fails to provide sufficient funds required to pay excess Project costs, the Authority may cancel the Project and the City shall be responsible for any demobilization and other costs associated with the cancelation.

(H) The Authority shall have no obligation to execute a Construction Contract for the Project, or to issue a notice to proceed under a Construction Contract until the City has paid all funds required by the Budget to fully fund the Construction Contract, related oversight and inspection costs, and the contingency fund established in the Budget for the Project.

(I) The Authority may disburse funds from the Project Account to pay Project Expenses. Except for a disbursement made to cover the Authority's costs related to a claim and/or lawsuit, a disbursement of funds must first be approved by the City Project Manager before the funds can be disbursed. The Authority will provide a summary of the proposed disbursement with appropriate back-up. The City Project Manager will review each proposed disbursement within ten (10) days of receipt and either approve the disbursement or provide comment otherwise. If the City Project Manager does not provide approval or comments by the deadline, the City is deemed to have approved the disbursement.

(J) The Authority may disburse funds from the Project Account to pay the Authority's costs related to claims and/or lawsuits without obtaining approval from the City Project Manager. If there are insufficient funds in the Project Account to cover the Authority's costs, the Authority will submit an invoice to the City detailing the outstanding expenses and the City will make deposit to the Authority within forty-five (45) days of receipt of the invoice. The Authority shall take all reasonable actions to minimize the costs related to any such claim and/or lawsuit.

(K) Any interest earned on the funds in the Project Account that is not used for Project expenditures shall be reported to the City and remitted back to the City not later than thirty (30) days after the date of final Project closeout.

(L) Any funds remaining in the Project Account shall be disbursed to the City after the Project is accepted by the City as evidenced by a certificate of acceptance provided to the Authority, and after the Authority has disbursed and paid all Project Expenses that were accrued and payable on the date of the City's acceptance.

(M) The Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this Agreement, and the Authority shall make these records available for inspection and copying when requested by the City Project Manager or other City representative. All of the Authority's disbursements paid from a Project Account shall be subject to audit by the City at the City's request and sole expense. The Authority shall transfer all disbursement records related to the Project to the City upon final acceptance of the subject project. The Authority shall keep and maintain any remaining Project records in accordance with State requirements and Authority document retention policies subsequent to Project completion or termination of this Agreement.

(N) The Authority shall request written approval from the City Project Manager for any proposed change order it recommends for the Construction Contract for the Project. The City Project Manager will promptly review each proposed change order and either

approve or deny the request within ten (10) days after the City Project Manager's receipt of the request. If the City Project Manager, in consultation with the Authority, determines that a proposed change order is of a significant nature or amount that requires submission to the City Council for consideration, the City Project Manager will notify the Authority no later than ten (10) days after the City Project Manager's receipt of the request. If the City Project Manager does not provide a written response by the tenth (10) day after the City Project Manager's receipt of the request the City is deemed to have approved the change order. If the City Project Manager denies the request for a change order and it results in a claim and/or lawsuit by the contractor, the City shall be solely responsible for paying (1) all of the Authority's reasonable costs associated with defending the claim, including staff time, attorney fees, consultant fees, and all costs to prepare for dispute resolution and/or trial and (2) any settlement, judgment, award, or other payment due to the contractor as a result of the claim. Notwithstanding any provision to the contrary, in any dispute resolution proceeding or lawsuit by a contractor, the City has the right to review and approve the Authority's selection of outside counsel and outside consultants used to assist in any contractor claims, and such approval by the City shall not be unreasonably withheld. If the City rejects the outside counsel or outside consultants selected by the Authority, the City shall provide mutually agreeable alternatives to assist with the claim(s). If the City does not provide approval or mutually acceptable alternatives no later than 4:00 p.m. Central Time on the next business day after the City's receipt of the Authority's proposed outside counsel and/or consultants, the City is deemed to have approved the Authority's selection. In this Agreement, "receipt" means the date of the email sent by the Authority notifying the City of its selection and "business day" means any weekday that is not a City holiday.

2. Project Development.

(A) The Authority will acquire all rights-of-way ("ROW") as included in the Budget.

(B) The Authority shall provide ROW documents to the City upon written concurrence of ROW footprint by the City, and as applicable, the Texas Department of Transportation ("TxDOT") and any other local entities with jurisdiction for approval authority for the Project. The City shall pay all resulting costs to revise ROW documents as a result of design comments after submittal of ROW documents. The Authority shall prepare right-of-way maps ("strip maps"), property descriptions ("field notes" and "parcel plats"), and other data as needed to describe the right-of-way and access rights necessary for the Project. The Authority shall perform all real property record and land title research useful or necessary in preliminary and final determination of parcel acquisition needs and preparation of ROW documents. For purposes of this Agreement, ROW documents are further defined as comprehensive legal descriptions for all parcels wherein acquisition of real property interests, whether permanent or temporary, are required for construction of the Project. Legal descriptions shall be comprised of finalized parcel plats with metes and bounds descriptions, signed and sealed by a Registered Professional Land Surveyor currently licensed by the Texas Board of Professional Engineers and Land Surveyors. All parcel plats and sketches shall depict the land area of the parcel, in addition to all improvements and significant natural vegetation located within or proximate to that land

area. Copies of this data shall be delivered to the City for review at least three weeks before beginning the standard process for acquisition of right-of-way for the Project. All surveying for ROW documents shall be tied to the Texas State Plane Coordinate System and must be located relative to all adjoining projects. Following the City's acceptance of ROW documents, the Authority shall provide right-of-way line and on-site parcel staking whenever requested by the City, or its agents and assigns, for use in appraisal, land-planning, and activities associated with property owner negotiations.

(C) The Authority will perform utility investigations, identify utility conflicts and coordinate relocations or protection in place plans with the utilities. Within City ROW, the City will enter into any utility agreements required for the Project and will be responsible for making payments, if any, as required per the applicable utility agreements. Within Authority and TxDOT ROW, the Authority will enter into any utility agreements required for the Project and will be responsible for making payments, if any, from the Project Account, as required per the applicable utility agreements. The City shall provide such permits and easements as may be necessary for the Authority to accomplish the relocation of utilities. The City will coordinate with the Authority regarding the placement or relocation of any utility within or on the Project to minimize and mitigate any disruption to the construction of the Project.

(D) The design, plans, and specifications for the Project shall comply with applicable local, state, and federal regulations and standards and shall be sealed by a Texas Licensed Professional Engineer.

(E) The Authority will administer the procurement of the engineering design, inspection and materials testing teams in accordance with applicable professional services procurement laws and the City Project Manager shall be permitted to observe the statement of qualification evaluation process, at the discretion of the City.

(F) The Authority will manage the design and construction of the Project pursuant to criteria established by the City prior to Budget approval, including (i) development of the engineering design, plans, and specifications for all roadway improvements; (ii) surveying; (iii) construction; and (iv) inspection and materials testing.

(G) When design work for each design package is 30% complete, 60% complete, and again when the design work for each design package is 90% complete, Authority shall submit the complete design package to the City Project Manager. City Project Manager will determine the necessary reviewers from the City, conduct reviews, and provide comments on the design package to the Authority. The Parties will participate in joint monthly coordination and review meetings with representatives from all affected City reviewers to avoid or resolve conflicts in review comments. The City shall complete its review and notify the Authority of its approval or disapproval of the design package no later than ten (10) days after receiving the design package. Following the initial ten (10) day city review period, the project schedule shall be extended day-for-day until City approval or disapproval is received. If the City disapproves of the information submitted, the City shall at the same time notify Authority of the reasons for the disapproval and actions necessary for the design package to meet City approval. The Authority will have

an opportunity to correct or submit additional information to cure any defects or deviations identified by City. Any defects or deviations will be discussed in an over-the-shoulder review meeting and incorporated into the next submittal.

(H) The City Project Manager will coordinate and secure City permits as necessary with the appropriate City of Cedar Park departments.

(I) When applicable, the Authority in cooperation with the City shall obtain, unless waived, an approved Conditional Letter of Map Revision (CLOMR), and Letter of Map Revision (LOMR), and environmental assessments and clearances associated with the Project.

(J) The Authority will ensure that its design engineer for the Project provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the Authority. The Authority will ensure the Authority and the City are named as additional insureds with respect to such general liability and automobile liability coverage.

3. Project Bidding & Award of Construction Contract.

The Authority will manage the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with the Authority's bidding policies, laws, practices, and procedures. The Authority shall submit an invitation for bid for the Construction Contract, including all the requirements of Section 3. The Authority shall issue the invitation for bids within thirty (30) days of City's written approval of the Final Plans and Specifications under Section 2 and City's funding of the construction phase unless the City provides written notice that issuance of the invitation for bids should be delayed. The Authority shall provide the City with all responses to the bid solicitation. The Authority will notify the City of the lowest responsible bidder and the amount of the bid for the Project. The City Project Manager will have ten (10) days to review the Authority's recommendation for award. Notwithstanding any provision to the contrary, the Authority must not award a Construction Contract until after the Authority receives written approval to do so from the City Program Manager. The City shall not withhold approval of a bid within budget and evaluated to be responsible by the Authority, and the City shall provide written approval within ten (10) days.

(A) The City and Authority will consult on necessary or desirable provisions to be included in any Construction Contract for a Project procured by the Authority. The Construction Contract executed by the Authority shall include, without limitation: indemnification protection provisions for the Authority and City, a deadline for substantial completion of the Project; and provisions establishing the right of the Authority to assign the Construction Contract to the City together with all contractor's warranties, guarantees, and bonds. The Construction Contract executed by the Authority may also include incentive/disincentive provisions for meeting an agreed-to

schedule, but no disincentives will apply to a delay attributable to the Authority, the City, or a force majeure event.

(B) Upon Final Acceptance under the Construction Contract, the Authority and City shall assume all maintenance responsibilities associated with their respective infrastructure. The Authority shall maintain responsibility for the Project warranties, guarantees, and bonds.

4. Project Management.

(A) The Authority will act on behalf of the City with respect to the Project. The Authority will designate a Program Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to the Project. The Authority will deliver monthly reports to City regarding disbursement summaries, financial, design and construction progress. The Authority, on request, will appear before the City Council for briefings.

(B) The City Project Manager will act on behalf of the City with respect to the Project, coordinate with the Authority, receive and transmit information and instructions, and will have complete authority to interpret, define, and communicate the City's policies and decisions with respect to the Project. The City Project Manager may specifically designate other representatives to transmit instructions and act on behalf of the City with respect to the Project, and the Authority shall be authorized to rely solely on communications with the City Project Manager and its express designees, and no other City authorities, with regard to the City's oversight of the Project.

(C) The Authority agrees to cooperate with the City Project Manager regarding the City Project Manager's interpretation of the City's policies and decisions with respect to the Project. The City Project Manager will review each issue and provide a response within ten (10) days of being notified by the Authority. If the City Project Manager does not provide a decision or seek clarification from the Authority within 10 days after the City Project Manager receives notification of an issue, the City is deemed to have agreed with the Authority's position on the issue. If a dispute arises within the ten (10)-day window, the City Project Manager's decision will be final, but the City shall be solely responsible for any and all costs associated with a decision mandated by the City. The City shall adjust the appropriate Budget and provide additional funding within thirty (30) days of being notified by the Authority of the additional costs.

(D) For the Project, the Authority agrees to upload the following materials to a mutually agreed upon project management or file sharing platform:

- (1) the Authority's schedule for the procurement of engineering design services, advertisement for bids, award of contract, and construction of the Project;
- (2) a copy of all contracts let by the Authority for the Project;
- (3) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;

- (4) a written copy of all field changes, supplemental agreements, or revisions to the design plans for the Project;
- (5) a copy of any change order request related to the Project no later than 5 days after the Authority receives the request;
- (6) sufficient notice, documentation, and opportunity for the City to assist in the final review of the construction services performed by the construction contractor with respect to the Project;
- (7) a copy of the record as-built drawings of the Project for the City's records no later than sixty (60) days after satisfactory completion of construction of the Project or the termination of this Agreement, whichever is sooner

5. Termination

- (A) Termination upon Project Completion – This Agreement will terminate on the date when the Project has achieved Final Acceptance under the Construction Contracts and all Project Account funds have been disbursed in accordance with the terms of this Agreement.
- (B) Mutual Termination – The Agreement may be terminated in writing with the mutual consent of the parties.
- (C) Termination by the City – The Agreement may be terminated by the City at any time prior to the Construction phase upon at least thirty (30) days written notice to the Authority.
- (D) Termination for Default – Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than thirty (30) days after receipt of that notice unless both parties agree to extend the thirty (30) day cure period.
- (E) In the event this Agreement is terminated by either Party, the Authority shall prepare and submit an accounting of all Project Expenses received and disbursed and an invoice to the City detailing all outstanding Project Expenses. No later than thirty (30) days following the receipt of the invoice, the City shall reimburse the Authority for all remaining costs it has incurred managing and administering the Projects on behalf of the City. Within thirty (30) days following the reimbursement from the City, the Authority shall return to the City all surplus funds remaining in the Project Account.
- (F) The Parties agree that the provisions of Section 1.(D) regarding the City's obligation to pay all Project Expenses, Section 1. (K), CTRMA's obligation to remit interest to City, Section 1. (L), CTRMA's obligation to disburse remaining funds to City after Project acceptance, Section 1.(M), CTRMA's obligation to keep records, Section 1. (N) regarding the City's obligation to pay costs associated with any claims, Section 5. (E) regarding the City's responsibility to reimburse the Authority for Project Expenses, and Section 7. regarding liability, shall survive the termination of this Agreement.

6. Dispute Resolution

(A) If a disagreement between Authority and City arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the Authority's Program Manager and the City Project Manager within five (5) days, it shall be referred as soon as possible to the CTRMA Director of Engineering and City's Director of Engineering and Capital Projects. If still not resolved within five (5) days, it shall be referred to the Authority's Executive Director (or their designee) and the City Manager (or their designee).

(B) When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7. Liability.

(A) To the extent allowed by Texas law, the City and Authority agree that each Party is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this Agreement as determined by a court of competent jurisdiction. Neither the City nor Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either City or Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to City or the Authority. The City shall have liability for claims arising from the delay or non-performance of third-party or municipal utilities to relocate or approve utility work necessary for Project construction.

(B) Claims Notification. If the Authority or the City receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the Authority or the City in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it. The notice shall include copies of all pertinent papers received by that Party with respect to these claims or actions relating to the Project.

8. Miscellaneous.

(A) Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other Party has been obtained by the sending Party:

AUTHORITY: Mike Sexton, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: msexton@ctrma.org

WITH COPY TO: Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: gpetrov@ctrma.org

CITY: Randall Lueders, P.E. (or his successor)
Director, Engineering and Capital Projects
450 Cypress Creek Rd., Bldg. 1
Cedar Park, Texas 78613
Email address: Randall.lueders@cedarparktexas.gov

WITH A COPY TO: J.P. LeCompte, City Attorney
City of Cedar Park
450 Cypress Creek Rd., Bldg. 1

Cedar Park, TX 78613
Email address: jp.lecompte@cedarparktexas.gov

(C) Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday observed by both the City and the Authority. If the last day of any period described in this Agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This Agreement contains 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 respecting the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. The recitals set forth above and the attached exhibits are incorporated herein.

(E) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(F) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

CSC
RZ


CITY OF CEDAR PARK, a political
subdivision of the State of Texas

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**, a political
subdivision of the State of Texas

By: Brenda Eivens
Brenda Eivens
City Manager

By: _____
James M. Bass
Executive Director

Date: 3.9.26

Date: _____

EXHIBIT A
LOCATION MAP SHOWING PROJECT

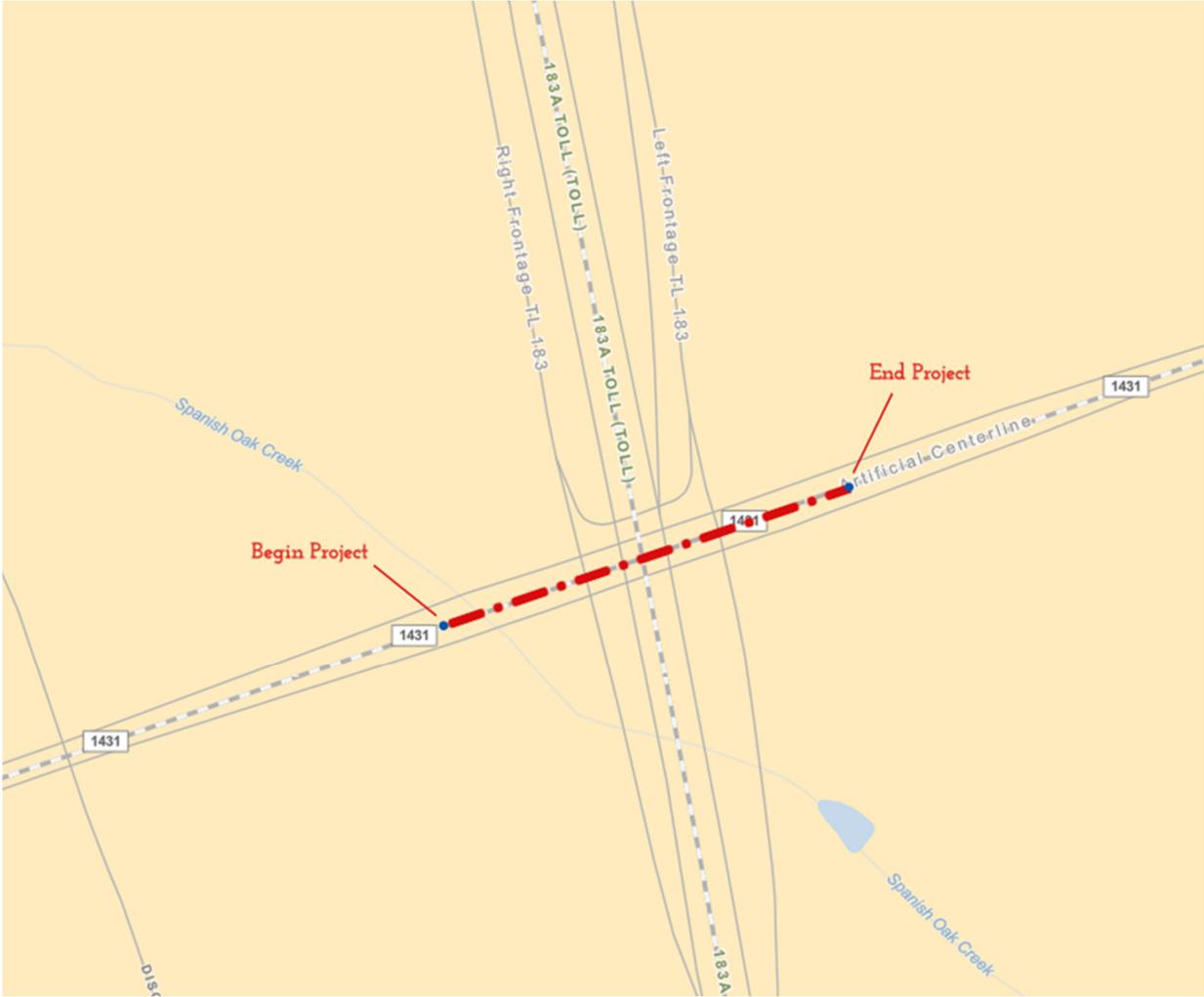


Exhibit B

RESOLUTION NO. R077.26.02.26.H3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE RM 1431 (WHITESTONE BLVD.) AT 183A INNOVATIVE INTERSECTION PROJECT IN AN AMOUNT NOT TO EXCEED \$15,900,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project ("Project") is funded through the City's 2022 Bond Program (\$8.7 million) and an Interlocal Agreement with Williamson County (\$7.2 million) for a total Project budget of \$15.9 million; and

WHEREAS, the Project is located at the intersection of the 183A Toll Road, owned by the Central Texas Mobility Authority ("CTRMA"), and RM 1431 (Whitestone Boulevard), owned by the Texas Department of Transportation ("TxDOT"), adjacent to the limits of the 183A frontage road extension currently under construction; and

WHEREAS, to ensure timely delivery and manage the complex coordination required among the City, CTRMA, and TxDOT, the City proposes transferring project delivery responsibilities to CTRMA; and

WHEREAS, under the proposed Interlocal Cooperation Agreement ("ILA"), the City would fund the Project, and CTRMA would assume full project delivery responsibilities including: coordination with TxDOT and the adjacent 183A Frontage Road Project, establishing a shared right-of-way agreement with TxDOT, procurement and oversight of design engineering and environmental permitting, and construction administration (bidding, inspections, and closeout); and

WHEREAS, CTRMA has successfully delivered similar projects for other agencies, including Travis County, using its General Engineering Consultant ("GEC"); and

WHEREAS, the City will fund a 4.65% administrative fee applied to the total Project cost to fund GEC expenses; and

WHEREAS, the Project will not include tolling and the intersection will remain a non-tolled roadway; and

WHEREAS, although CTRMA requests inclusion of the full \$15,900,000 in the ILA to ensure funding availability, the Project will proceed in three phases (preliminary engineering, engineering design, and construction), each requiring approval from City staff before funds are released for each phase; and

WHEREAS, the City will assign a staff member as project manager responsible for oversight of the Project including reviewing and approving design plans, participating in consultant evaluations, and reviewing monthly financial and progress reports from CTRMA; and

WHEREAS, the City has determined that a partnership with CTRMA for the design and construction of the Project will facilitate its timely implementation; and

WHEREAS, City staff recommends execution of an ILA with CTRMA for the RM 1431/183A Intersection Improvement Project in an amount not to exceed \$15,900,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute an Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority for the design and construction of the RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project in an amount not to exceed \$15,900,000, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 26th day of February, 2026.

CITY OF CEDAR PARK, TEXAS

ATTEST:



LeAnn M. Quinn, TRMC
City Secretary


James Penniman-Morin, Mayor

APPROVED AS TO FORM
AND CONTENT:


J.P. LeCompte, City Attorney

RESOLUTION NO. R077.26.02.26.H3