

**EXHIBIT**  
**"A"**

**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF CEDAR PARK AND THE CITY OF ROUND ROCK**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF WILLIAMSON       §**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into effect this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE CITY OF CEDAR PARK, TEXAS (“Cedar Park”) and the CITY OF ROUND ROCK, TEXAS (“Round Rock”), political subdivisions of the State of Texas and are sometimes collectively referred to as “the Parties”.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, Cedar Park desires to construct a roadway extension of New Hope Drive from Ronald Reagan Boulevard to County Road 175 (the “Project”), including the design and construction of the traffic signal at the intersection of C.R. 175 and New Hope Drive as shown in Exhibit “A”; and

**WHEREAS**, the Project is on Williamson County’s long range arterial plans as “Arterial H”, and is needed to convey the existing and future traffic volumes in this fast growing region; and

**WHEREAS**, Cedar Park and Williamson County entered into one “Interlocal Agreement” on March 3, 2020, for design and construction of the Project, whereby Cedar Park agreed to serve as project manager for the Project, including administering right-of-way acquisition and construction; and

**WHEREAS**, a portion of the Project will be constructed within right-of-way and easements previously obtained by Round Rock but outside of Round Rock’s city limits, as recorded in Williamson County Document Nos.: 2013099148, 2013099147, 2013099146, and 2012107530 (collectively referred to as the “Right-Of-Way”); and

**WHEREAS**, a portion of the Project will be constructed within Round Rock’s city limits, in right-of-way obtained by Williamson County, as recorded in Williamson County Document No. 2006013003; and

**WHEREAS**, Cedar Park and Round Rock desire to cooperate in the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**I.  
Terms and Conditions**

1. The term “Design” for the purposes of this Agreement means engineering, surveying, and geotechnical, environmental and any other professional or technical services required to produce bidding documents, plans and specifications for the Project.
2. The term “Construction” means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City and County.
3. Cedar Park agrees to manage the Project and shall be solely responsible for all aspects of the Project including administering all aspects of Design, right-of-way acquisition and Construction for the Project.
4. Round Rock agrees to allow Cedar Park to construct the Project within the Right-of-Way and city limits of Round Rock at the locations shown on Exhibit A.
5. Cedar Park shall be solely responsible for the Design and Construction of the Project, including all costs associated with the Design and Construction of the Project.

Upon final completion of the Project, Cedar Park shall maintain the portion of New Hope Road, from Ronald Reagan Boulevard to C.R. 175, outside Round Rock’s city limits, including the traffic signal at the intersection of C.R. 175 and New Hope Drive, and Round Rock shall maintain the portion of New Hope Road within Round Rock’s city limits.

6. Cedar Park shall be solely responsible for the design, installation, construction, repair, replacement and removal of all irrigation and landscaping features, including but not limited to, entryway signs, if any, that are related to the Project.

**II.  
Miscellaneous**

1. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The

Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

3. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
4. This Agreement is subject to the appropriation of funds by the Cedar Park City Council in Cedar Park's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Cedar Park pursuant to this Agreement in any fiscal year for which this Agreement in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.
5. Neither Cedar Park nor Round Rock waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.
6. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
7. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
8. This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
9. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.
10. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be signed, sealed, and attested in duplicate by their duly authorized officers, as of the Effective Date.

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Craig Morgan, Mayor  
City of Round Rock, Texas

ATTEST:

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Meagan Spinks, City Clerk

  

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Corbin Van Arsdale, Mayor  
City of Cedar Park, Texas

ATTEST:

  

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LeAnn Quinn, City Secretary