

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

**RESOLUTION NO. 03-11**

WHEREAS, Texas Transportation Code Section 361.003 authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more turnpike projects in a region of this state; and

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, prior to the official formation of the CTRMA Williamson County (acting in conjunction with Travis County) retained the services of Prime Strategies, Inc. to coordinate the formation process and assist in the initial operations of the CTRMA; and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, Williamson County has indicated its desire to transfer and assign its contract with Prime Strategies, Inc. to the CTRMA so that Prime Strategies, Inc. will work directly for the CTRMA and its Board of Directors; and

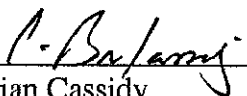
WHEREAS, on February 18, 2003, the Williamson County Commissioners Court adopted the interlocal agreement attached hereto as Attachment "A" providing for the transfer of the Prime Strategies, Inc. contract to the CTRMA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the interlocal agreement attached hereto as Attachment "A" providing for the transfer of the contract of Prime Strategies, Inc. to the CTRMA; and

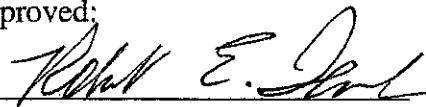
BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such interlocal agreement on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February, 2003.

Submitted and reviewed by:

  
\_\_\_\_\_  
C. Brian Cassidy  
Legal Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Chairman, Board of Directors  
Resolution Number 03-11  
Date Passed 2/26/03

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this 1<sup>st</sup> day of March, 2003, by and between WILLIAMSON COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ( the "Authority") , political subdivisions of the State of Texas.

### 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 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**, the County and the Authority desire to cooperate in the expansion, enlargement and improvement and construction of US-183A; and

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

### I.

#### FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the County and the Authority have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

### II.

#### ACTIONS

1. **Assignment of Contract.** The County has received a written request from Prime Strategies, Inc. requesting the assignment of that certain contract by and between the County and Prime Strategies, Inc., dated September 17, 2002 (the "Contract") to the Authority. The County hereby assigns said contract to

the Authority.

2. **Acceptance of Assignment.** The Authority hereby accepts the assignment of said Contract and assumes all of the County's duties and responsibilities under said Contract.

### III.

#### General and Miscellaneous

2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the County and the Authority regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

3. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

4. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the County or the Authority 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 of the United States.

5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the Authority and the County, and authorized by their respective governing bodies.

6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**WILLIAMSON COUNTY**

*John C. Doerfler 2-18-03*

By:  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: *Robert E. Tesch*  
ROBERT TESCH, Chairman