

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation
Western Region Radio System

TxDOT
WRRS

II. PURPOSE: To manage a Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement be in accordance with the City of Austin GATRRS Agreement

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: This is a zero-dollar contract.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on August 31, 2035 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

An interlocal agreement between Blanco County, Burnet County, Llano County, and The City of Marble Falls created the Western Region Radio System and authorized WRRS to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment C**, General Terms and Conditions, **Attachment D**, Operating Agreement for Western Region Radio System, and **Attachment E**, Tower Location Map.

WESTERN REGION RADIO SYSTEM

By _____ Date _____

AUTHORIZED SIGNATURE

Bryan Wilson

TYPED OR PRINTED NAME AND TITLE

Title Burnet County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

1. WRRS RESPONSIBILITIES

During the term of this Agreement, WRRS shall:

- (a) Allow TxDOT use of WRRS's P25 Digital Trunking Radio System ("WRRS Radio System").
- (b) Grant TxDOT a voting seat on WRRS's Homeland Security Advisory Committee ("HSAC"), which will meet every other month or as needed.
- (c) Maintain the WRRS Radio System according to proper engineering standards for its operations.
- (d) Comply with all applicable statutes, laws, rules, and regulations, including those of the Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA").
- (e) Perform all site maintenance and operations, including providing fuel for generators.
- (f) Provide talk groups, programming information, and a software system key on the WRRS Radio System for the use by TxDOT such that TxDOT can provide a primary dispatch system for TxDOT's radio units/mobile digital terminals on the system. Both parties will agree upon talk groups prior to assignment and usage. WRRS shall utilize industry standards and best practices when assigning talk groups so that the WRRS Radio System capacity to provide critical communications for users is not overloaded.
- (g) Allow access to talk groups on the WRRS Radio System that are designated for interoperability use by public safety, critical infrastructure responder agencies, or those providing written approval of access by TxDOT.
- (h) Provide TxDOT the same level of priority access on the WRRS Radio System as afforded other public safety users of the system.
- (i) Not release any digitally or manually recorded voice or data transmissions from the WRRS Radio System that includes any TxDOT talk group or individual TxDOT radio without prior written approval from TxDOT.
- (j) Upon being notified that one or more of TxDOT's radio units/mobile digital terminals have been lost or stolen, take all reasonable actions to prevent any of TxDOT's lost or stolen radio units/mobile digital terminals from gaining access to the WRRS Radio System.
- (k) Provide TxDOT with unrestricted access to TxDOT-owned equipment located at WRRS sites.

2. TXDOT RESPONSIBILITIES

TxDOT agrees that during the term of this Agreement, TxDOT will:

- (a) Provide technical support for the entire WRRS Radio System such as FCC Radio Frequency Coordination Services, system upgrade agreement ("SUA") sustainment, master core backhaul services, improvement of sites and infrastructure, and operational oversight, as needed, for the duration of this Agreement.

- (b) Provide equipment upgrades to the following sites, which are connected to the state-wide system through connection to the Greater Austin-Travis County Regional Radio System ("GATRRS") core:
- (1) Singleton Bend
 - (2) Mustang Tower
 - (3) 281 North
 - (4) Bertram
 - (5) Watson
 - (6) Lampasas
 - (7) Lone Grove
 - (8) Fowler
 - (9) Lookout Mountain
 - (10) Round Mountain
 - (11) Stonewall
 - (12) LCRA Mountaintop
 - (13) Church Tank
 - (14) Wildcat Mountain
 - (15) KBEY
 - (16) Council Creek
 - (17) Shovel Mountain
 - (18) Briggs
- (c) Maintain ownership of the equipment at the sites listed in Section 2(b).
- (d) Provide WRRS an inventory of all equipment installed at the sites listed in Section 2(b) upon delivery and annually thereafter.
- (e) Maintain a System Upgrade Agreement (SUA) for the equipment installed at the sites listed in Section 2(b). TxDOT is responsible for damage to or loss of its equipment at the sites listed in Section 2(b).
- (f) Assist in maintaining the entire WRRS Radio System according to proper engineering standards for its operations.
- (g) Comply with all applicable statutes, laws, rules, and regulations, including those of the FCC and FAA.
- (h) Provide all radio units/mobile digital terminals for TxDOT users having access to the WRRS Radio System.
- (i) Provide WRRS an initial list, and then an annually updated list, of all TxDOT users on the WRRS Radio System.
- (j) Provide WRRS an inventory upon delivery of all equipment installed at the sites listed in Section 2(b).

3. COVERAGE

Both parties acknowledge that one hundred percent (100%) coverage of any area is improbable and that there may be adverse transmission conditions such as short-term, unpredictable meteorological effects and sky wave interference from distant stations that might interrupt the WRRS Radio System. Causes beyond the reasonable control of WRRS include motor ignition and other electrical noise, which can be minimized by corrective devices installed at TxDOT's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to TxDOT under this Agreement are the sole responsibility and expense of TxDOT.

4. INDUSTRY COMPLIANCE

Proper operation of non-Motorola or other manufacturers' radio system equipment is not guaranteed. WRRS's policy for other manufacturers' radios using the WRRS Radio System as a primary dispatch system requires that the radios have passed the Project 25 Compliance Assessment Program ("P25 CAP") and are approved by TxDOT, WRRS, and GATRRS for use on the WRRS Radio System.

In Process

ATTACHMENT C**General Terms and Conditions****Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	Western Regions Radio System Executive Committee Chair Burnet County Judge Bryan Wilson 220 S. Pierce Burnet, TX 78611
TxDOT:	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

OPERATING AGREEMENT FOR WESTERN REGION RADIO SYSTEM

Operating Agreement for Western Region Radio System

This Operating Agreement of the Western Region Radio System is organized pursuant to the Texas Statewide Interoperability Channel Plan (TSICP) plus applicable state law (Tex. Gov Code Ch 791 and Tex. Gov. Code Chapter 421.096) to provide a governmental function or service that each party to the contract is authorized to perform individually; and is entered into and shall become effective as of the Effective Date by and amongst the Western Region Radio System participants. The participants include the Texas Department of Transportation (TxDOT), Blanco, Burnet and Llano Counties and the City of Marble Falls executing this Agreement as Members. It is the express intention of the Members to replace the previous agreement signed into effect on October 1, 2013 titled "Operating Agreement for Western Counties VHF Trunked Radio System". All provisions of this document shall be construed consistent with the described intent of the Members, to manage a Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement be in accordance with the City of Austin GATRRS Agreement, and be within the design specifications of the Engineering Specifications of the system manufacturer. Accordingly, in consideration of the conditions contained herein, the Members agree as follows:

Definitions in this Agreement

Agreement Name – Western Region Radio System (WRRS)

Auditor – Auditor of Burnet County.

Chief Executive Member - Burnet County unless and until modified by the Executive Committee

Executive Committee – The County Judges of Blanco, Burnet, Llano, the Mayor of the City of Marble Falls and the Emergency Management Coordinator for the Texas Department of Transportation or their designee.

Local Members – The Counties of Blanco, Burnet, Llano, and the City of Marble Falls

Operational Committee – The WRRS Manager and one appointed representative from Blanco County, Burnet County, Llano County, the City of Marble Falls, and the Texas Department of Transportation. The operational committee appointees are responsible to maintain access to and control of the towers for their respective local members.

Project 25 (P25) - A public safety oriented digital Land Mobile Radio standard defined by Telecommunications Industry Association standard TIA-102

TXDOT- The Texas Department of Transportation

Western Regional Radio System (WRRS) – A Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement Between City of Austin and Burnet County", effective May 23, 2013.

WRSS Manager – Hired by Burnet County by recommendation of the Executive Committee. This person carries out the duties of this agreement and the duties of the Burnet County WRRS Job Description. This person is subject to Burnet County policies.

Operating Agreement for Western Region Radio System - 1

Operating Agreement

for Western Region Radio System

Article I

Organization

1.1 Formation

The Members establish this operating agreement outlining the guidelines for the management of assets, expenditures, and revenue to support the WRRS. The purpose of this action is to maintain and sustain a sound organization to efficiently operate the WRRS.

1.2 Office and Agent

The location for communication and billing is the Burnet County Auditor at the Burnet County Courthouse Annex on the Square at 133 E Jackson St., Burnet, TX 78611. Accounting records shall be maintained at this location.

1.3 Tower Ownership

The County and City Members own the respective towers and equipment within their respective geographic boundaries, and share the cost of maintenance and capital improvements to ensure the tower system operation and interoperability.

Article II

Capital Contribution and Expenses

2.1 Method of Finance

For financial accounting, net Expenses and the Annual Budget shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's radio subscriber count in the WRRS. The percentage for the budget purposes will be determined annually for each member during the budget meeting of the Executive Committee by the number of subscribers to the WRRS for each member.

2.2 Contribution of Revenue

Revenue available to WRRS by each local member is based on the number of units subscribing to the use of the towers. The members may bill subscribers or use alternative sources of revenue to support the WRRS. TxDOT will pay costs and maintain the software upgrade agreements on all towers in the WRRS.

2.3 Expenses

For financial accounting, net EXPENSES shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the WESTERN COUNTIES VHF TRUNKED RADIO SYSTEM.

2.4 Payment

Each bill or invoice to members by the Burnet County Auditor is required to be paid within 30 days of receipt.

Article III

Management

3.1 Management of the WRRS

(a) **Management** - The Executive Committee manages the WRRS. The Executive Committee appoints one Chief Executive Member. The Chief Executive Member is currently the Burnet County Judge who will serve until replaced by the Executive Committee by majority vote of the Members.

(b) **Operations** - Day to day operations shall be conducted by the WRRS Manager, who will have the authority to request purchase orders, verify expenses and initiate contract procurements for goods and materials needed for operations or WRRS. The Burnet County Auditor will evaluate purchasing, procurement and manage processes for payment. The Burnet County Auditor is responsible to certify if any expenditure is within the budget.

(c) **Systems Management** - Each Member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the WRRS.

(d) **Personnel or Contractor** - If the executive board authorizes and budgets a full-time equivalent position as WRRS Manager, then the position will be an employee of Burnet County unless otherwise designated by the executive committee. The executive committee will conduct interviews and recommend one or more candidates for Burnet County to select from. The authority to hire from the recommended list and/or fire the WRRS manager will be solely with Burnet County. The Executive committee may choose to contract the management of the WRRS.

3.2 Members

The liability of the Members shall be limited as provided pursuant to state law and this Operating Agreement. Members may take part in the control, management, direction, or operation of the WRRS's affairs and shall have powers to bind the WRRS only if approved by a majority vote of the Executive Committee. Any agreements must be signed by the Chief Executive Member or all Members either in person or by a delegated representative chosen by the Members. At any time, it is found the WRRS is not within the budget the Executive Committee is to be notified in writing within three working days.

3.3 Voting

Each member votes on all matters, and will receive a single vote with a simple majority carrying the matter voted upon unless the matter calls for a unanimous vote.

- (a) Any decision that involves a transfer of an asset, property or the acquisition of another asset must have the unanimous consent of all members.

3.4 Matters on Which to Vote:

- (a) The sale, lease or other disposition of the WRRS's assets.
- (b) The purchase or other acquisition of other assets of all kinds.
- (c) The management of all or any part of the WRRS's assets.
- (d) The selection of firms or corporations for the operation and management of the WRRS's business.

In the exercise of their management powers, the Members are authorized to execute and deliver:

- (e) All contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the WRRS's assets.
- (f) All checks, drafts and other orders for the payment of the WRRS's funds.
- (g) Any other agreements required or authorized by state law.

In addition, Executive Members may delegate a representative from within the member's agency in place to vote and perform duties as the member under the following:

- (a) A written Authorization of Representation is provided to the members on an agency letterhead.
- (b) The representation period does not exceed 2 years per authorization.

Each member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the WRRS.

3.5 Western Region Radio System Information

Upon request, the Chief Executive Member shall supply to any member information regarding the WRRS or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the WRRS or its activities.

3.6 Records

The Members shall cause the WRRS to keep at its principal place of business or at another location agreeable by the Members, the following:

- (a) A current list of the members including the full name of the contact person and the current mailing and street address of each Member;
- (b) A copy of the Interlocal Agreement for WRRS and all amendments;
- (c) Copies of the WRRS reports, decisions or other documents by the Executive Committee for the three most recent years (if any);
- (d) Copies of any financial statements of the WRRS for the three most recent years.
- (e) separate capital accounts for each member.

3.7 Individual Member Records

- (a) Members shall maintain their own capital and revenue accounting records. Members accounts can be affected by additional capital contribution made by each member or by any additional funds required to cover actual costs of operating the WRRS. Capital account shall be determined and maintained in the manner set forth by the Executive Committee. The accounts can be affected by any additional capital contribution made by each member or by any additional funds required to cover actual cost of operating the WRRS.

3.8 Exculpation And Limitation Of Liability

To the extent permitted by Texas law, including but not limited to Texas Government Code Chapter 791 and the Texas Tort Claims Act, no Member, nor any officer, director, employee, or authorized representative of a Member acting within the scope of their authority on behalf of the WRRS, shall be liable to the WRRS or to any other Member for any loss, damage, or liability arising from any act or omission undertaken in the performance of their duties under this Agreement, provided that such act or omission:

- (a) Was taken in good faith with the reasonable belief that it was in, or not opposed to, the best interests of the WRRS;
- (b) Did not constitute gross negligence, willful misconduct, fraud, intentional wrongdoing, or a violation of criminal law;
- (c) Did not breach a specific fiduciary duty or express obligation set forth in this Agreement; and
- (d) Was within the scope of authority granted under this Agreement and applicable law.

This exculpation shall not:

- Limit any Member's statutory duties or obligations under Texas law;
- Waive any governmental immunity to which a Member is entitled;
- Supersede the indemnification provisions contained in Section 3.9 of this Agreement; or
- Affect any party's liability to third parties except as otherwise provided by law.

3.9 Indemnification

Subject to the availability of funds and to the extent permitted by Texas Government Code Chapter 791, the Texas Tort Claims Act, and other applicable law:

- (a) **Mandatory Indemnification:** The WRRS shall indemnify and hold harmless any Member, Manager, officer, employee, or agent (each, an "Indemnified Person") who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the WRRS), by reason of the fact that such person

is or was acting in their official capacity on behalf of the WRRS, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, if:

- (i) The Indemnified Person acted in good faith;
 - (ii) The Indemnified Person reasonably believed their conduct was in, or not opposed to, the best interests of the WRRS;
 - (iii) With respect to any criminal proceeding, the Indemnified Person had no reasonable cause to believe their conduct was unlawful; and
 - (iv) The conduct did not constitute gross negligence, willful misconduct, fraud, or intentional wrongdoing.
- (b) **Determination of Eligibility:** Any determination as to whether an Indemnified Person has met the applicable standard of conduct shall be made by:
- (i) A majority vote of Members who are not parties to the action, suit, or proceeding;
 - (ii) Independent legal counsel selected by the Members not parties to the proceeding; or
 - (iii) A court of competent jurisdiction.
- (c) **No Presumption:** The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that the Indemnified Person did or did not meet the applicable standard of conduct.
- (d) **Insurance Requirement:** Indemnification under this Section shall be provided only to the extent that:
- (i) Insurance coverage is maintained and available for such purpose; or
 - (ii) Funds have been specifically appropriated and are legally available for such indemnification.
- (e) **Advancement of Expenses:** The WRRS may, upon approval by the Members, advance expenses incurred in defending any proceeding to an Indemnified Person, provided that the Indemnified Person agrees in writing to repay such amounts if it is ultimately determined that they are not entitled to indemnification.
- (f) **Non-Exclusive Rights:** The indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which an Indemnified Person may be entitled under applicable law, other provisions of this Agreement, insurance policies, or otherwise.
- (g) **Governmental Immunity Preserved:** Nothing in this Section shall be construed to waive any governmental or sovereign immunity to which any Member or the WRRS is entitled under Texas law.
- (h) **Third-Party Claims:** This indemnification applies only to claims by third parties and does not create any right of indemnification for claims between or among the Members or the WRRS except as specifically provided elsewhere in this Agreement.

Article IV

Compensation

4.1 Management Fee

No Member rendering services to the WRRS shall be entitled to any compensation for such service.

4.2 Reimbursement

The WRRS shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing and operating the WRRS.

Article V

Transfers

5.1 Assignment

If at any time a Member proposes to assign or otherwise dispose of all or any part of its interest in the WRRS, said Member shall comply with the following procedures:

- (a) Make an offer to assign such interest to the other Member(s) in writing. At this point the exiting Member may not make this intention publicly known.

Operating Agreement for Western Region Radio System - 5

- (a) Make an offer to assign such interest to the other Member(s) in writing. At this point the exiting Member may not make this intention publicly known.
- (b) If a Member elects to assign its interest in the WRRS, the other current Member(s) have right to accept the exiting Member's interest in the same ratio or percentage as the current ratio for the Project 25 Trunked System ONLY.

Acceptance of Members

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement for Western Region Radio System.

 1/27/2016
Bryan Wilson Date
Burnet County Judge

 2-18-2026
Brett Bray Date
Blanco County Judge

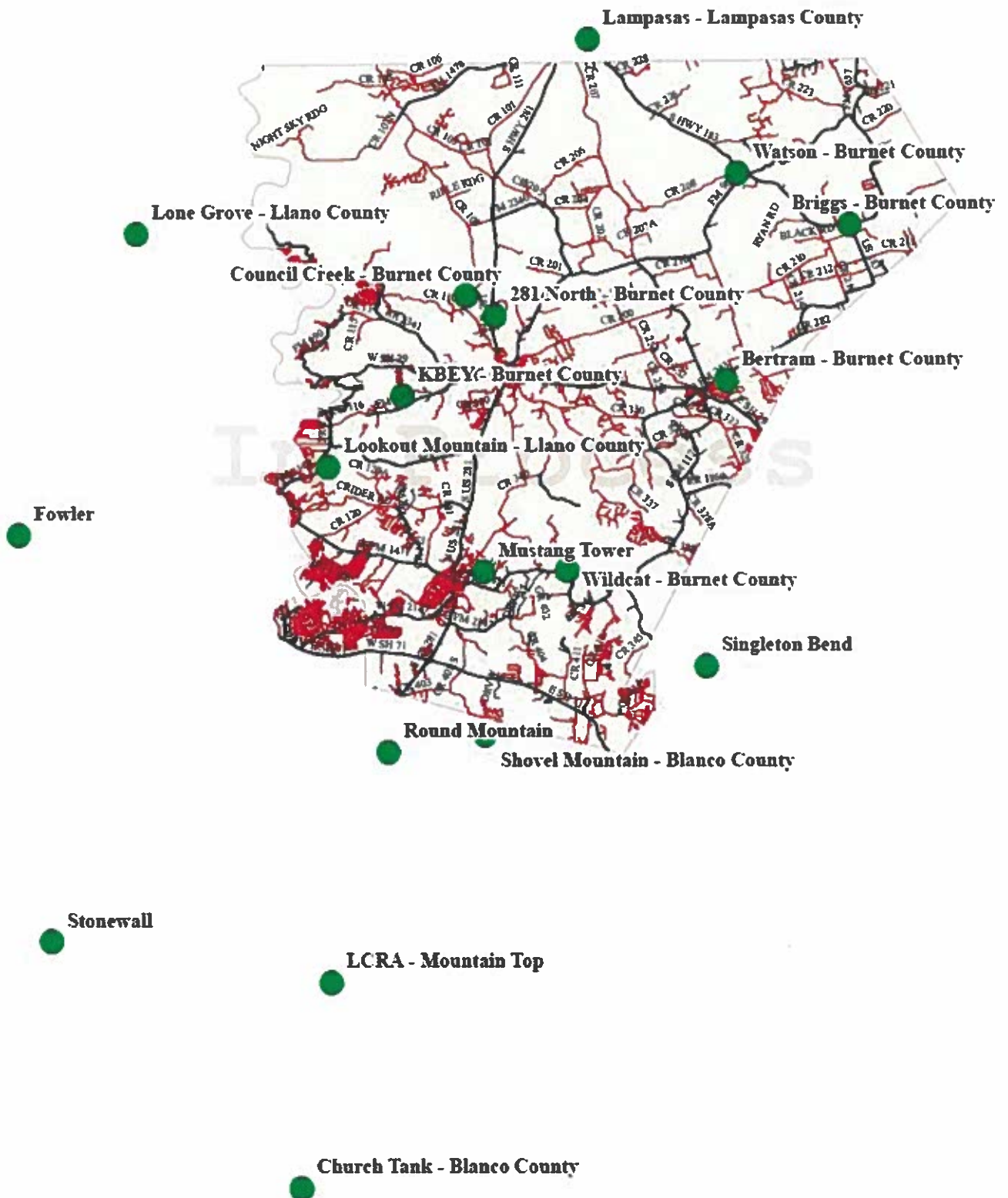
 2-9-26
Ron Cunningham Date
Llano County Judge

 2/24/26
John Packer Date
Mayor City of Marble Falls

Operating Agreement for Western Region Radio System - 6

ATTACHMENT E

Tower Location Map



Site Name	Address	Lat	Lon	Use	Owner	Access Method	Notes
Singleton Bend	6901-A Singleton Bend Road Marble Falls, TX 78654	30.5035	-98.0528	Trunking	City of Austin	City of Austin	
Mustang Tower		30.5864	-98.2484	Trunking / Conventional	City of Marble Falls	Key	8TAC is the only conventional repeater
281 North	6400 US 281N Burnet, TX 78611	30.8102	-98.2372	Trunking / Conventional	Burnet County	Western Region Standard Key	ATF, TxPWD, Burnet SO conventional users
Bertram	601 County Road 268 Bertram, TX 78605	30.7537	-98.0341	Trunking / Paging	Burnet County	Western Region Standard Key	Bertram VFD paging
Watson	200 County Road 208 Briggs, TX 78608	30.9355	-98.0237	Trunking / Paging	Burnet County	Western Region Standard Key	NEBC Paging
Lampasas	481 County Road 4035 Lampasas, TX 76550	31.0524	-98.1547	Trunking	Burnet County / TxDOT	Western Region Standard Key	
Lone Grove		30.8816	-98.5517	Trunking	Llano County	Keybox	
Fowler		30.1679	-98.6563	Trunking	Llano County	Keybox	
Lookout Mountain		30.6781	-98.3843	Trunking / Paging	Llano County	Keybox	Llano County paging
Round Mountain		30.4284	-98.332	Trunking / Conventional	Blanco County	Western Region Standard Key	Blanco TAC North
Stonewall		30.2622	-98.6292	Trunking	National Parks	Key	
LCRA Mountain Top		30.2259	-98.3833	Trunking	Vertical Bridge Real Estate	LCRA Standard Site Key	
Church Tank		30.0466	-98.4107	Trunking / Conventional	Blanco County	Western Region Standard Key	Blanco TAC South
Wildcat Mountain	7030 Ranch Road 1431, Marble Falls, TX 78654	30.6192	-98.149	Conventional	Hidden Falls Adventure Park	Combination Lock	8TAC, Marble Falls EMS conventional users
KBEY	575 Williams Road, Burnet, TX 78611	30.7408	-98.3182	Paging	KBEY	Key	Hoover Valley area paging
Council Creek	4502 County Road 108, Burnet, TX 78611	30.8281	-98.2622	Paging	Vertical Bridge Real Estate	LCRA Standard Site Key	Burnet / Cassie area paging
Shovel Mountain	2996 Shovel Mountain Road, Round Mountain, TX 78663	30.4432	-98.2471	Paging / Conventional	Vertical Bridge Real Estate	LCRA Standard Site Key	Southend Paging, tower deconstruct 11 / 2026
Briggs	597 FM 2657, Briggs, TX 78608	30.8904	-97.9253	Conventional	Burnet County		Road & Bridge North conventional

Certificate Of Completion

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Subject: EXPEDITE - DEADLINE 8/28 - MNT - ILA Prime - 47-7XXF7002 - Western Regions Radio System

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Signatures: 0

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Holder: Katie DeLong

Location: DocuSign

8/28/2026 9:18:20 AM

Margaret.DeLong@txdot.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Bryan Wilson

Sent: 8/28/2026 9:36:30 AM

bwilson@burnetcountytexas.org

Viewed: 8/28/2026 2:31:05 PM

Burnet County Judge

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 8/28/2026 2:31:05 PM

ID: dd18e906-368d-4b8a-8776-c86dad9a6a88

Kenneth Stewart

kenneth.stewart@txdot.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gordon Harkey

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Gordon.Harkey@txdot.gov

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Statewide Radio Coordinator

Texas Department of Transportation

Security Level: Email, Account Authentication (Optional), Login with SSO

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brian Storer

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bstorer@burnetcountytexas.org

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Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/28/2026 9 36:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.