

REGULAR MEETING – April 23, 2024

On this the 23<sup>rd</sup> day of April 2024 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
CHARLES RILEY	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

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Call to order and roll call - Judge Bray and all 4 County Commissioners present this date.

Pledge of Allegiance(s)

Invocation – Commissioner Uecker.

PUBLIC COMMENTS – opportunity for the general public to address the Court on any agenda item. Comments are limited to 3 minutes.

No public comment forms submitted this date.

ITEM 1 - Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken.

COMMISSIONER WEIR made the motion to dispense with the reading of the minutes and to approve the minutes as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 2 - Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

No action required as there were no line-item transfers presented this date.

ITEM 3- Consider ratifying the paid bills and approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$651,177.99 and to ratify the paid bills in the amount of \$771.78, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 4 – Accept \$200 donation from Patsy Lewis in memory of June Dahmann to be allocated to the Starflight project. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to accept the \$200 donation from Patsy Lewis in memory of June Dahmann to be allocated to the Starflight project, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 5 – Certify the Rural Sheriff Grant revenue in the amount of \$350,000 and establish a budget in the Rural Sheriff Grant Special Fund. Vote on any action taken. (Judge Bray & Auditor Wenmohs)

No action taken on this item.

ITEM 6 – Acknowledge receipt of the administrative re-inspection of the Blanco County Jail. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion acknowledging receipt of the administrative re-inspection of the Blanco County Jail, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 7 – Authorization for the County Judge to sign UniFirst customer service agreement for Precincts 1, 2, and 4 uniforms, pending County Attorney approval. Vote on any action taken. (Commissioners Weir, Uecker and Riley)

COMMISSIONER WEIR made the motion authorizing the County Judge to sign UniFirst customer service agreement for Precincts 1, 2 and 4 uniforms pending County Attorney approval, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 8- Discussion and action regarding replacement of the Muffin Monster at the LEC. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to accept this replacement bid from Dennis Moore, in the amount of \$10,960.00, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 9 – Authorization to advertise for a maintenance employee. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion authorizing advertising for a maintenance employee, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 10 – Approve the specs and purchase of Motorola Radios for the Command Bus. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion approving the specs and purchase of Motorola Radios for the Command bus, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMAN000N -YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 11 – Approve the specs and purchase of Z-2 Controller for the Command Bus. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the specs and purchase of Z-2 Controller for the Command Bus, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 12 – Discussion and possible action regarding the premature sales of lots and development of RV Parks/Tiny Home properties without an approved, recorded plat. Vote on any action taken. (Judge Bray & Commissioners x 4)

COMMISSIONER LIESMANN made the motion authorizing the investigation of premature sales of lots and development of RV Parks/Tiny Home Properties without an approved, recorded plat and authorize the County Judge and County Attorney's to hire outside counsel to assist with the deliberations, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 13 – EXECUTIVE SESSION: Pursuant to Texas Gov't Code, Section 551.071, Consultation with Attorney.

9:20AM – Retire to Executive Session

NO ACTION TAKEN DURING EXECUTIVE SESSION

ITEM 14 – RETURN TO OPEN SESSION to consider further action on any posted item.

9:58AM – Returned to Open session.

Return to Item 12 at this time.

ITEM 18- Adjourn.

COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

The meeting was adjourned at 9:59o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_ day of May 2024.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for April 23, 2024.

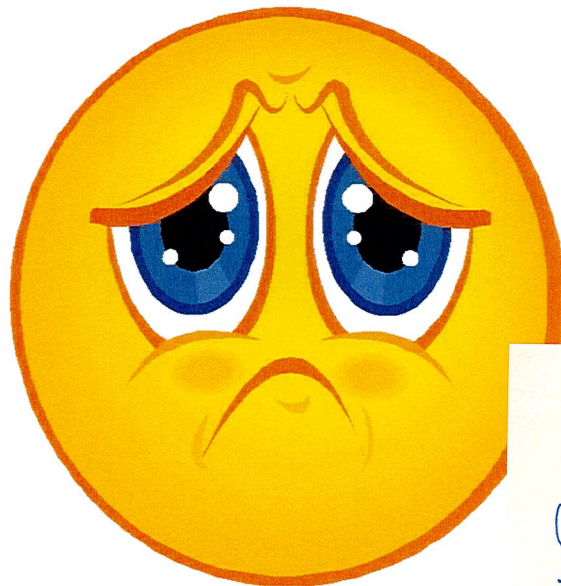
\_\_\_\_\_  
County Clerk and Ex-Officio Member  
of Commissioner's Court, Blanco County, Texas

#2

Estimated payrou

\* not available at  
time of posting

*All  
Official  
Reports  
are NOT in!!*



Missing:

AS of 5-6-24

Co Clerk

JP # 4

TAC

Treasurer

Agri Life — Carley

NO LINE  
ITEM  
TRANSFERS



#5

Bills

not available at  
time of posting

## Connie Harrison

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**From:** Whitney Walston <wwalston@johnsoncitytx.org>  
**Sent:** Friday, May 3, 2024 11:36 AM  
**To:** Connie Harrison  
**Cc:** Stephanie Fisher  
**Subject:** JC 4th Fest Independence Day Fireworks

Hi,

The City is in final preparations for our annual JC 4th Fest Independence Day Fireworks and I would like to officially request the use of the Blanco Co. Annex back (off of Bluebonnet) parking lot to stage and fire the fireworks. The display will be done by a licensed pyrotechnic (Coach Davis) with JCVFD on site. Can you please place this item on your May 14<sup>th</sup> agenda for Commissioners Court?

Thank you,  
Whitney



WHITNEY WALSTON  
City Secretary

P.O. Box 369                      Tel: (850) 868-7111 x7  
505 E. Pecan Drive              Fax: (850) 868-7718  
Johnson City, TX 78636        Cell: (512) 850-8402

[WWW.JOHNSONCITYTX.ORG](http://WWW.JOHNSONCITYTX.ORG)

**PROCLAMATION  
COMMUNITY ACTION, INC. OF CENTRAL TEXAS MONTH  
MAY 2024**

WHEREAS, Community Action, Inc. of Central Texas has made essential contributions to individuals and families across Blanco County by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action, Inc. of Central Texas is a robust state and local force connecting people to lifechanging services and creating pathways to prosperity in Hays, Caldwell, Blanco, and surrounding counties; and

WHEREAS, Community Action, Inc. of Central Texas builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action, Inc. of Central Texas promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action, Inc. of Central Texas delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action, Inc. of Central Texas insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action, Inc. of Central Texas is celebrating 60 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE BE IT RESOLVED that Blanco County Judge Brett Bray and the Commissioners of Blanco County, do hereby proclaim Community Action, Inc. of Central Texas MONTH for May 2024.

**ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**COPY**  
\_\_\_\_\_  
**Brett Bray, Blanco County Judge**

**ATTEST:**

\_\_\_\_\_  
**Laura Walla, Blanco County Clerk**

**Proclamation Declaring May as Mental Health Awareness Month  
Blanco County**

This measure would recognize May 2024 as Mental Health Awareness Month in Blanco County to enhance public awareness of mental health and dispel the stigma surrounding it.

WHEREAS, half of the population will experience some type of mental health challenge over the course of a lifetime; and

WHEREAS, mental health challenges are one of the most common health conditions in Texas, affecting one out of six adults and impacting both the person experiencing the condition and those persons who love and care for that person; and

WHEREAS, 36.8% of adults in Texas reported symptoms of anxiety and/or depressive disorder, compared to 32.3% of adults in the U.S.; and

WHEREAS, 109 individuals in Blanco County sought services from Hill Country MHDD Centers in FY 2023; and

WHEREAS, people with mental illnesses make important contributions to our families and our communities and can recover if given the necessary services and supports in their communities; and

WHEREAS, creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma surrounding mental health and mental illness; and

WHEREAS, each business, school, government agency, health care provider, organization, and citizen shares the burden of mental health challenges and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, the Blanco County Commissioners Court wishes to enhance public awareness of mental health and diminish the associated stigma;

NOW, THEREFORE, be it proclaimed that the Blanco County Commissioners Court, acting in its capacity as the governing body of Blanco County, hereby recognizes May 2024 as Mental Health Awareness Month in Blanco County and calls upon the community to increase awareness and understanding of mental illnesses, reduce stigma and discrimination, and promote appropriate and accessible services for all people with mental health conditions.

Signed on the \_\_\_\_ day of May 2024.

\_\_\_\_\_  
Brett Bray, Blanco County Judge

ATTEST:

\_\_\_\_\_  
Laura Walla, Blanco County Clerk

# LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES

May 06, 2024

The Honorable Judge Brett Bray  
Blanco County Judge  
P.O. Box 387  
Johnson City, TX 78636

Re: Architectural & Structural Engineering Services for Structural Restoration of the  
Blanco County Courthouse Cupola.  
101 E. Pecan Street  
Johnson City, Texas 78636

Dear Judge Bray,

Stan Klein Architect, LLC (hereinafter referred to as "Architect") is pleased to submit this proposal to Blanco County (hereinafter referred to as "Client") to provide Architectural/Planning Services for Structural Repairs to the County Courthouse Cupola, 101 E. Pecan Street, Blanco County, Johnson City, Texas.

## PROJECT DESCRIPTION

The general description of the Project is to provide structural repair services for the existing courthouse cupola and improvements based on the Client's program and goals as directed by the Client.

## SCOPE OF SERVICES

Architectural and structural engineering services will include examining and documenting existing building area associated with the areas of proposed repair work, design development plans, attend meetings for approval, provide Owner approved construction document plans, bidding, and construction administration phase.

## EXCLUSIONS

The Scope of Services outlined above does not include the following:

- Civil Engineering Services
- Environmental Engineering Services

## FEES, TERMS AND CONDITIONS

- Principal Architect \$135/hour
- Principal Structural Engineer \$175/hour
- Draftsman/3-D Modeler \$85/hour
- Licensed Structural Engineer \$150/hour

**REIMBURSABLE EXPENSES** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultant(s) directly related to the Project, as follows:

- Fees paid for securing approval of authorities having jurisdiction over the Project
- Printing, reproductions, plots and standard form documents

## LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES

For Reimbursable Expenses the compensation shall be the expense incurred by the Architect and the Architect's consultants plus ten percent (.10 %) of the expenses incurred.

### PAYMENT TO THE ARCHITECT

There is no initial payment required.

### ADDITIONAL SERVICES

In the event of the need for additional architectural services, fees for such additional service shall be specifically and mutually agreed to and set forth in a separate writing which shall make reference to this agreement.

### STANDARD OF CARE

Architect's services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time and in the geographic locale where the services are performed. No other representations, express or implied, and no warranties or guarantees are included or intended in this agreement, or in any report, document or other communication which is prepared or transmitted in connection with this agreement.

### LIMITATION OF LIABILITY

Architect's liability to the Client and any other party including, but not limited to, contractors and subsequent owners and users of the reports, documents or other materials prepared hereunder for the Project ("Project Documents") for any and all claims, actions, liabilities, damages, and costs related in any way to the Project Documents shall not exceed fees paid to the Architect. This limitation shall apply to claims based upon breach of contract, negligence, or any other theory.

Client shall require all contractors and subcontractors to include Client and Architect as additional insureds on a primary and non-contributory basis under its general liability insurance policies applicable to the Project.

### SUSPENSION OR TERMINATION OF SERVICES

The Architect has the right to suspend services or terminate obligations under this agreement if any invoiced amounts are not paid within forty-five (45) days. Once services are suspended for nonpayment, they will be resumed at the convenience of Architect when all past due amounts are paid in full. In the event of termination, the Architect has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by the Architect to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this section are in addition to, and are not be construed in any way as a limitation of, any rights and remedies available at law or equity.

### DISPUTE RESOLUTION

The Client and Architect shall attempt to resolve any disputes, claims and other matters in disagreement between them in good faith, and in the event such efforts do not resolve the issues the parties agree that they shall engage a third-party mediator and attempt to resolve such issues in that manner as a

*draft*

## LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES

precedent to the institution of legal proceedings. The parties agree to share the mediator's fee equally; and if any parties other than the parties to this agreement are involved and agree to participate in the mediation, then the mediator's fees shall be split evenly between all parties.

### SITE SAFETY ISSUES

In the event any of the reports, documents or other materials prepared hereunder are used in connection with any other construction or on any construction site, Architect shall not be responsible for any construction contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to any work of any such contractors, or for any failure of any such contractors to comply with laws, rules, or regulations. To the fullest extent permitted by law, neither Architect nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by any such construction contractors.

### SITE CONDITIONS WAIVER

The Client acknowledges that the offer of Architect to perform services pursuant to this agreement does not constitute in any manner a representation or warranty of the actual site and/or subsurface conditions that may exist on any site related to the Project or services performed hereunder. The Client waives any and all claims, causes of action, or demands whatsoever against the Architect that may arise in its favor if, in performing its work, the Architect finds the actual site and/or subsurface conditions encountered do not conform to the Client's available information or understanding.

### HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to herein, and if so, only to the extent specifically set forth herein, the Architect shall not be responsible to search for, test for, investigate the presence of, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls, petroleum, hazardous or toxic materials, mold, radioactive material or any other pollutant within or adjacent to any building or site which is the subject of this agreement.

### WAIVER OF SUBROGATION

To the extent that any damages are covered by property insurance during any construction performed in connection with the services provided by Architect hereunder, the Client waives all rights against the Architect for damages so covered. The Client agrees to require any said contractor or contractors it retains to provide similar waivers in favor of the Architect.

### THIRD PARTIES

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than the Client and the Architect. All duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the Client, and not for the benefit of any other party.

### MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

## LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES

In no event shall either the Architect or the Client be liable to each other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another.

### SEVERABILITY

The provisions of the agreement are intended to be severable. If any terms or provisions hereof are illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

### ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Client and Architect and supersedes all prior agreements or understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### CONCLUSION & ACCEPTANCE

Should you find this proposal to be acceptable, please countersign and return a copy of this proposal to us, which shall serve as your acceptance of all of the terms and conditions set forth herein.

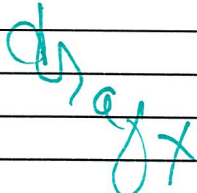
Respectfully yours,  
Stan Klein, AIA, NCARB, Architect



Stan Klein Architect, LLC  
405 West Live Oak,  
P. O. Box 209  
Fredericksburg, TX 78624

### TERMS AND CONDITIONS ACCEPTED:

CLIENT: Blanco County  
NAME: Brett Bray  
TITLE: Blanco County Judge  
DATE: 5-14-24



The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a Vernon's Texas Civil Statute. Website: [www/tbae.state.tx.us](http://www/tbae.state.tx.us)





# Quotation # Q-521371

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: May 2, 2024  
 Customer # 767504 Contract # DIR-CPO-4699

Blanco County Addressing  
 101 E Pecan Dr  
 Johnson City, TX 78636

ATTENTION: Kathy Strickland  
 PHONE: 830-868-2008  
 EMAIL: kstrickland@co.blanco.tx.us

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
 Quote is valid from: 5/2/2024 To: 7/31/2024

Material	Qty	Unit Price	Total
148105	1	\$2,741.41	\$2,741.41
ArcGIS Desktop Standard Single Use Annual Subscription			

Subtotal:	\$2,741.41
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$2,741.41</b>

This quote is subject to the terms and conditions of the State of Texas contract DIR-CPO-4699, Esri contract 00298018.0 with the State of Texas. Please reference the contract on your Purchase Order; no other terms shall apply.

The ArcGIS Desktop license includes 100 service credits for the ArcGIS Online Creator entitlement. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$118.89. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>

***In accordance with Section 10.12(D) of Appendix A of the DIR Contract No. DIR-CPO-4699 (Esri Agreement No. 00298018.0), Esri requests countersignature of the attached "Texas DIR-CPO-4699 Customer Addendum to Purchase Order." Please include the countersigned addendum within your purchase order in order for Esri to process the order.***

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Erin Fair	<b>Email:</b> efair@esri.com	<b>Phone:</b> (909) 793-2853 x1263
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

FAIRE

**This offer is limited to the terms and conditions incorporated and attached herein.**

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**Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")**

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

Blanco County  
(Customer)  
By: Brett Bray  
Printed Name: Brett Bray  
Title: Blanco County Judge  
Date: 5-3-24

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)  
By: Tamisa Greening  
Printed Name: Tamisa Greening  
Title: Director, Contracts and Legal

Funding Request Resolution

*draft*

Whereas, the United States has established the USDA Rural Development Rural Utilities Service ("RUS") Telecommunications Program – ReConnect Rural Development Broadband ReConnect Loan and Grant Program for the purpose of providing telephone and broadband services to rural communities, and

Whereas, Hill Country Towers, Inc. has expressed a desire to partner with the County to provide broadband services to rural areas that currently have no broadband service available, and

Whereas, Hill Country Towers, Inc., as provided in a separate agreement, has agreed to pay all costs associated with the construction, maintenance, improvement and expansion of broadband that are not covered by the grant, and

Whereas, Hill Country Towers, Inc. shall put up a bond to cover all costs of the construction, maintenance, improvement and expansion of broadband services in the southern part of Blanco County, and

Whereas, the residents of the County would benefit from such a program.

Now, therefore, be it RESOLVED that the BLANCO County Commissioners Court hereby authorizes the County of Blanco, through its County Judge, to apply with the United States Government, through the USDA Rural Development Rural Utilities Service ("RUS") Telecommunications Program – ReConnect Rural Development Broadband ReConnect Loan and Grant Program, for grant funds in an amount not to exceed twenty-five million dollars (\$25,000,000) to provide for the construction, maintenance, improvement and expansion of broadband services in the southern part of Blanco County.

Be it further RESOLVED that the County Judge shall be authorized and directed to sign any and all contract documents required for the construction of the proposed broadband system.

Be it further RESOLVED that the County Judge is authorized and directed to sign all RUS Form 481 "Financial Requirement Statements (Telecommunications)", in connection with requisitioning and accounting for Loan/Grant Funds.

Be it further RESOLVED that the County Judge shall also be responsible for authorizing certifications, entering/updating compliance reports, submitting compliance reports, and assigning access to new users in USDA's Online Financial Reporting and Compliance System. The County Judge may assign some, or all of these duties to the County Treasurer.

Be it further RESOLVED that If applications are awarded under these Programs, the County Judge and the County Treasurer shall also be responsible for assigning access to new users and entering/updating compliance reports in USDA's Online Financial Reporting and Compliance System.

Be it further RESOLVED that Blanco County shall comply fully with all security procedures and policies of the Online Application Intake System for Telecommunications Programs and USDA's Online Financial Reporting and Compliance System.

Moved and seconded and passed by majority vote on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brett Bray, County Judge

\_\_\_\_\_  
Tommy Weir, Commissioner Pct. 1

\_\_\_\_\_  
Emil Uecker, Commissioner Pct. 2

\_\_\_\_\_  
Chris Liesmann, Commissioner Pct. 3

\_\_\_\_\_  
Charles Riley, Commissioner Pct. 4

Attest:

\_\_\_\_\_  
Laura Walla, County Clerk

**(Please Insert Company Letterhead)**

April 24, 2024

Administrator  
Rural Utilities Service  
US Department of Agriculture  
Washington, DC 20250

Dear Assistant Administrator:

Attached you will find a side-by-side comparison of Hill Country Towers, Inc. (Blanco County's proposed broadband service contractor), broadband service plans to that of the FCC's US Benchmark rates for identical broadband service plans. As depicted within the comparison, you will see Hill Country Towers, Inc. pricing is well below the US Benchmark rates.

Within Hill Country Towers, Inc. service plans, they also offer a low-cost option sufficient for any household with multiple users to simultaneously telework and engage in remote learning.

Lastly, as part of this application, Hill Country Towers, Inc. will commit to participating in the FCC's Affordable Connectivity Program (ACP) or its successor to provide low-income consumers with discounts on broadband services.

Blanco County appreciates your consideration of our application and this request for approval of the Affordability scoring under the ReConnect V Evaluation Criteria.

Sincerely,

*(Insert Applicant Letterhead)*

**(Date)**

Dear RUS application reviewer,

**Blanco County** hereby commits that the ReConnect 5 project will incorporate strong labor and safety standards. **Blanco County** has been in existence for [ ] years and has always adhered to strong labor and safety standards. **Blanco County** ensures that all employees are competent in the skill sets required to do their jobs and work safely. In addition, wages are researched by **Blanco County**, as well as third-party contractors, to ensure they are commensurate with the industry and competitive locally, regionally, and nationally.

All work performed for ReConnect 5 by contract labor shall conform to the same expectations **Blanco County** holds of a fair and prevailing wage for all persons working on our projects. Each contractor associated with this project will be required to complete the attached statement of commitment (*see below, page 2*).

Sincerely,

---

Authorized Signature  
Name of Applicant

*(Insert Applicant Letterhead)*

**Blanco County Prevailing Wage Commitment**

As the awarded bidder of the Blanco County ReConnect 5 project, (Contractor), hereby commits to research and pay a competitive wage for all persons working on or in association with this project. Should the Contractor be approved to employ any subcontract work, the Contractor shall work diligently and responsibly to ensure that this same commitment is administered by all subcontractors towards a fair and competitive wage for all roles and responsibilities.

The prevailing wage shall be considered the basic hourly rate of wages and benefits paid to a number of similarly employed workers. The wage determination standards listed at [www.sam.gov/wage-determination/CO20220003/1](http://www.sam.gov/wage-determination/CO20220003/1) are one resource to be considered by the Contractor for determining fair and competitive wages. The references to Davis-Bacon provided on this resource however is not the only guiding standard that is required for this commitment. Other local, state, regional, and national resources can also be used in arriving at competitive wage rates for this contract commitment.

Upon successful completion of the project, the Contractor, as part of the close-out documents, will be required to provide a certificate signed by a corporate officer with direct knowledge of the review process and wages paid to all employees and contractors, that the Contractor has complied with this Prevailing Wage Commitment.

Signed in commitment to perform as stated above:

Contractor

Authorized signatory: \_\_\_\_\_

Title of signatory: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_



[Date]

Administrator  
Rural Utilities Service  
U. S. Department of Agriculture  
Washington, D. C. 20250-1500

**Re: ReConnect Program Application – Legal Opinion**

Dear Sir/Madam:

I am the County Attorney for Blanco County (the "Applicant.") In such capacity, I acted as counsel to the Applicant in connection with its ability to apply for an award under the ReConnect Program and in the review of the Loan/Grant Agreement as referenced in the Funding Opportunity Announcement.

I am of the opinion that:

- (a) The Applicant is a political subdivision of the State of Texas;
- (b) The Applicant, through its Commissioners Court, has power: (1) to execute and deliver the Loan/Grant Agreement; and (2) to perform all acts required to be done by it under said agreement or to contract with an entity to perform all acts required to be done by it under said agreement or to contract;
- (c) No legal proceedings have been instituted or are pending against the Applicant, the outcome of which would adversely affect the Applicant's ability to perform the duties under the Loan/Grant Agreement; and
- (d) The Applicant has the power to own its property and to pledge the Collateral required by the Loan/Grant Agreement.

Very truly yours,

**Blanco County**

<b>Type of Service</b>	<b>Download Speed (Mbps)</b>	<b>Upload Speed (Mbps)</b>	<b>Price</b>	<b>FCC US Benchmark Rates</b>
Residential Nextgen 500	500	500	\$65.00	\$87.01
Residential Nextgen 1000	1000	1000	\$85.00	\$99.62
Residential Nextgen 2000	2000	2000	\$105.00	\$154.70
Business Nextgen 500	500	500	\$65.00	\$87.01
Business Nextgen 1000	1000	1000	\$85.00	\$99.62
Business Nextgen 2000	2000	2000	\$105.00	\$154.70

# NETWORK DEVELOPMENT AND OPERATION AGREEMENT

**THIS NETWORK DEVELOPMENT AND OPERATION AGREEMENT** (“Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2024 by and between Blanco County, Texas (“County”), Hill Country Towers, Inc. (“HCT”) and HC Wireless, LLC (“HCW”).

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the County, HCT, and HCW agree as follows:

## **I.** **DEFINITIONS**

“Agreement” or “Contract” means this Agreement, any and all Exhibits and Attachments thereto, and any Addenda or written amendments to which the Parties may agree from time to time.

“Assets” the County’s entire Network, including but not limited to all fiber cabling, wireless communications towers and distribution radios and core routers, and FTTH electronics, which are owned by the County, constructed by HCT and operated by HCW under this Agreement.

“Authorizations” means the “installation, repair, maintenance, or operation” will apply though: HCW constructs and installs the ONT at the premise. HCW procures and owns the router inside the premise to which HCW installs in the premise. HCW repairs and maintains the router connectivity to both the customer’s experience and to the County-owned equipment feeding the backhaul internet connectivity to the router. Troubleshooting the router remotely (not on site) will need to allow “eyes” into the ONT to make sure the trouble lies with just the inside router or is it a problem back at the HCT/HCW central office.

“Customer Premises Equipment” (“CPE”) means terminal and associated equipment, both wireless and FTTH, and inside wiring located at a Premises that is necessary for the receipt of Services, and which is provided and installed by HCW.

“Dark Fiber” means fiber optic cable strands without electronic and/or optronic equipment and which is not "lit" or activated.

“Effective Date” means the date upon which this Agreement has been executed by the Parties and is approved by the County.

“FTTP” means fiber to the premises.

“Maintenance” means work that must be performed upon or to the OFN, including Assets, to ensure the continuity of an acceptable signal transmitted through the fibers (in conformance with the manufacturer’s specifications), and capable of enabling HCW to meet the Performance Metrics, or to ensure the safety and reliability of the Assets.

“Network Operator” means HCW’s role in (i) configuring and activating a fiber network utilizing the OFN, and (ii) providing data/ IP transport services on a nondiscriminatory basis.

“Optical Network Terminal” / “ONT” means a device that performs interface functions, such as code conversion, protocol conversion, and buffering, required for communications to and from an optical fiber network.

“Outside Plant” means equipment and structure owned by the County that is used to house or support OFN fiber optic cable, to which HCT and HCW are granted an exclusive right to use under this Agreement.

“Premise” means a residence, commercial building, multi-dwelling unit (MDU), or buildable lot that can be feasibly and reasonably served by the OFN. In cases where a single structure may require multiple connections to serve separate customers within the structure, each connection to an Optical Network Terminal (ONT) will count as an individual Premise.

“Route” means the physical path traversed by the fiber strands, as set forth in applicable maps and related documents that are made a part of this Agreement.

“Service” means any retail communications service offered and provided using the OFN and the Assets by HCW for broadband Internet access service.

“Service Provider” means HCW as a provider of retail Services to provide data transport services using Assets.

“Service Area” means the geographical bounds and limits of Blanco County in which the USDA ReConnect Program grant and loan funding will provide sufficient capital to construct the County Fiber Network.

“Subscriber” means a business or residential customer of retail Services provided by HCW.

“County Fiber Network” / “OFN” means the fiber-to-the-premises network owned by the County and installed by HCT and operated by HCW.

## GENERAL PROVISIONS

**TERM.** This Agreement, and the lease granted hereunder, shall continue from the Effective Date to the date on which the Assets have been fully depreciated by the County ("Term"), unless terminated sooner under the provisions of this Agreement.

**MATERIAL BREACH.** Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party, consistent with and subject to the procedures and remedies for breach set forth in this Agreement.

**EFFECT OF TERMINATION.** In the event of termination of this Agreement, HCT and HCW shall immediately relinquish and quit all claims of right to use the Assets as set forth in this Agreement. All other rights and obligations of the Parties set forth under this Agreement shall cease immediately, except for rights and obligations specifically designated to survive termination, as set forth herein.

**FTTP NETWORK CONSTRUCTION AND MAINTENANCE.** The County will arrange financing for construction of the Assets through USDA ReConnect Program. HCT will develop engineering plans, construct, and implement the physical plant of the FTTP network. HCW will maintain the physical plant of a FTTP network passing every feasible Premise in the Service Area (the "County Fiber Network" or "OFN"), of which the Assets under this Agreement shall be a part. HCW will connect to the OFN every Premise that executes an access agreement with HCW. HCT and/or HCW, as applicable, shall be responsible for acquiring and maintaining throughout the Term, at its expense, all applicable Authorizations relating to the construction and Maintenance of the Assets.

**RIGHT OF USE.** Upon the Effective Date, the County grants to HCT and HCW for the Term the exclusive right to use the Assets specified in Exhibit C, as it may be amended from time to time, for the purposes set forth in this Agreement.

**TITLE.** Legal title in the Assets and the OFN is held by the County during the Term. Upon expiration of the Term, and full depreciation of the Assets and OFN pursuant to the USDA ReConnect grant terms, the County shall grant, convey, and assign all of its rights, title, and interest in and to the Assets and OFN to HCT.

**SALE OR ABANDONMENT OF ASSETS.** In no event shall the County sell, assign, otherwise transfer title in, or abandon the Assets prior to the expiration of the Term. Upon expiration of the Term, legal title in the Assets and OFN held by the County shall transfer to and vest in HCT.

### **III.**

### **OFN CONSTRUCTION**

**DETERMINATION OF SCOPE.** The OFN shall be constructed in phases. The scope and timing of each phase of OFN construction shall be determined by HCT, in cooperation with the County. The Parties shall work together to develop criteria for identifying areas that may have greatest impact in providing services to residents of the County, provide opportunities for economic growth and development within the County, highest density to provide the largest number of County residents broadband services, greatest potential for expeditious buildout, or other indicia of likely success. HCT shall endeavor to build out first to areas that rank highest on these or other criteria to which the parties may agree, provided however that the prioritization of the builds does not jeopardize or conflict with the buildout requirements of any federal funding requirements and deadlines.

**INITIAL PHASE.** The Parties will confer on where the Initial Phase of OFN construction will begin based on each of their independent evaluations of the geographic area within the County that have the greatest impact in providing services to residents of the County, provide opportunities for economic growth and development within the County, highest density to provide the largest number of County residents broadband services, and greatest potential for expeditious buildout.. The County will arrange for construction of those fiber connections to Premises, through HCT, that the County and HCT and HCW find mutually agreeable based upon considerations including, but not limited to: (1) demand for service, (2) cost of construction, (3) density of Premises, (3) feasibility of construction, and (4) economic development.

**SUBSEQUENT PHASES.** The Parties will share market data and financial performance metrics on a regular basis, no less frequently than quarterly, and shall coordinate marketing efforts according to the scope and pace of subsequent phases of construction of the OFN. HCT shall engage in initial research and other activities with regard to marketing and providing service in such areas, including contacting and aggregating likely business and residential customers. HCT will provide the County candidate lists of locations for which fiber connections to Premises are desirable, consistent with the County's objectives to foster access to high-quality broadband internet and promote economic growth and stability for the County's residents. The County will arrange for construction of those fiber connections to Premises, through HCT, that the County and HCT and HCW find mutually agreeable based upon considerations including, but not limited to: (1) demand for service, (2) cost of construction, (3) density of Premises, (3) feasibility of construction, and (4) economic development.

HCT will make best efforts to commence construction of phase 2 and subsequent phases as soon as possible following construction of the initial/previous phase of construction. In no event will the length of the total construction of all phases of the County Fiber Network exceed the length of construction allowed by the terms of the USDA ReConnect grant award requirements.

**CONSTRUCTION RESPONSIBILITY DEMARCATION.** Upon the execution of an access agreement with a Premises owner, HCW's responsibility for construction at business locations extends to the telecommunications room or similar demarcation point within the business Premises, terminating the connection on the at the demarcation point. At residential Premises, HCW's construction responsibility extends to the outside of the home's closest corner or side location the shortest

distance from the public road. HCT and/or HCW shall be responsible for all procuring of the home equipment. HCW shall be responsible for installation, and configuration of equipment on the Premises side of such point. HCT and/or HCW shall also be responsible for connecting and/or splicing of OFN fiber to Premises fiber / cabling.

**POLE ATTACHMENT.** HCT shall be responsible for coordinating and obtaining all necessary pole attachment permits as applicable from Pedernales Electric Cooperative (“PEC”). The County shall cooperate and provide any signatures, authorizations, or other documents necessary to effect the purpose of installing any equipment on a PEC pole that is reasonably required by HCT to construct the OFN. HCT will be responsible for paying any fees or costs associated with obtaining the right to attach equipment to any PEC pole.

**RIGHT OF ENTRY.** County grants to HCT and its employees, agents, and sub-contractors a right of entry for ingress and egress to the rights-of-way and utility easements throughout the County within the County Service Area for the purpose of installing, operating, repairing, replacing, removing, and maintaining the County Fiber Network and Assets.

**NETWORK EXPANSION.** County grants to HCT the right, but not the obligation, to construct additional networks that tie into the County Fiber Network that is not part of the USDA ReConnect funded Service Area, which includes but is not limited to the right to connect additional networks to the County Fiber Network that is funded by private investment. In the event that additional grant funds from the USDA ReConnect Program are used for additional networks to be constructed, the terms of the grant and/or loan will control with regard to ownership, depreciation, and transfer of ownership restrictions and/or requirements. If grant funds are used to construct any additional networks connected to the County Fiber Network, the County will convey, transfer, and assign its rights, title, and interest in and to the additional network upon the full depreciation of the assets and equipment constituting the additional networks. However, in the event that HCT uses privately acquired funds to construct any additional networks that are connected to the County Fiber Network, the assets and equipment constituting the additional networks constructed with private funds will be owned outright by HCT from inception.

#### **IV.**

### **MAINTENANCE AND REPAIR**

HCT and/or HCW shall be responsible for physical Maintenance relating to the OFN, and any Premise that is connected to the County Fiber Network.

**ACCESS TO OFN BY HCT.** The County shall provide HCT and/or HCW with access to OFN plant and enclosure facilities for installation, maintenance and troubleshooting of HCT and/or HCW’s services and equipment, and for splicing purposes. The County shall allow HCT and HCW personnel or its agents reasonable direct ingress and egress to County property within which Assets have been placed, including fiber plant and enclosure facilities, and shall permit HCT and HCW personnel or its agents to access such property at such times as may be required to install, test and repair HCT and/or HCW’s equipment.

HCT and HCW personnel and its agents shall, while on such property, comply with all industry standard rules, regulations, and procedures and other requirements communicated to HCT and

HCW by the County including security requirements and, where required by government regulations as disclosed by the County, receipt of satisfactory governmental clearances.

**HCW OPERATIONAL AND SERVICE OBLIGATIONS.** Throughout the Term of this Agreement, and as described more specifically in this Section, HCW will operate in two distinct roles:

HCW will serve as Network Operator of OFN, using Assets to:

configure and activate a fiber network, and

HCW will serve as a Service Provider, providing retail Services to residences and businesses connected to the OFN.

## V.

### NETWORK OPERATOR RESPONSIBILITIES

**GENERALLY.** As Network Operator of the OFN, and as may be more fully described elsewhere in this Agreement, HCT and HCW shall, at its expense as applicable:

HCT shall procure, install, configure, operate, monitor, maintain, and upgrade as needed all equipment necessary to activate or "light" the OFN and to operate a broadband network.

HCW shall, at its expense procure, install, configure, operate, monitor, maintain, and upgrade as needed all Premises equipment necessary to provide data transport services, enabling delivery of Services to customers.

HCW shall maintain, repair and upgrade as needed all of the County's equipment, including cabling to and between such equipment inside enclosures.

For business and residential connections to the OFN, HCW will be responsible for and maintain cabling it installs to provide Service to Subscribers inside the Premises from the County Fiber Network.

HCW shall execute any and all necessary splicing tasks between equipment and cabling owned by HCW, and the OFN.

HCW shall acquire and maintain, at its expense, all applicable Authorizations relating to the installation and use of Assets as set forth in this subsection.

**PREMISES CONSTRUCTION, INSTALLATION, AND EQUIPMENT.** As Network Operator, HCW shall procure, and install the inside router Customer Premises Equipment, configure, monitor, maintain, and upgrade as needed any and all CPE (such as cabling and an ONT) as necessary to connect the Premises to the OFN and deliver data transport services, enabling the provision of retail Services by HCW. HCW may pass on such cost to the customer.

**BUSINESS LOCATIONS.** HCW will be responsible for any and all wiring and construction necessary to connect units from the business owned connection panel in the telecommunications room or indoor or outdoor demarcation point within the business premises.



**RESIDENTIAL LOCATIONS.** HCW will be responsible for any and all wiring necessary to install an indoor Optical Network Terminal (ONT) from the County's Fiber Network and will assume any cost as part of this process. (HCW may pass on such cost to the customer).

**OWNERSHIP.** Any Customer Premises Equipment used to receive, route, or process a Service (such as a set-top box or in-home router) leased or sold by HCW remains the property of HCW or the purchasing customer, as applicable under HCW's contract with Customer.

**NETWORK EQUIPMENT.** HCT shall procure, install, configure, operate, monitor, maintain, and upgrade as needed all equipment necessary to activate or "light" the OFN and to operate a broadband network. All such equipment shall remain the property of the County, until the depreciation of the Assets is fully depreciated at which point all of the County's rights, title, and interest in and to the County Fiber Network will transfer to HCT.

**AUTHORIZATIONS.** HCT and/or HCW shall also obtain and maintain at its expense throughout the Term, and make copies available to the County upon request, all necessary Authorizations relating to its activities under this Agreement.

HCW shall acquire from the Premises owner all necessary licenses, permits, permission to enter, occupy and perform work on Premises. HCW, and not the County, accepts all risks associated with such activity, including but not limited to the risks of unanticipated costs or delays.

## **VI FTTP SERVICE PROVIDER**

**RETAIL GIGABIT BROADBAND INTERNET ACCESS SERVICE.** HCW shall offer and provide residential and business Broadband Internet Access Service (BIAS) via the OFN, to all businesses and residences passed by the OFN.

**SERVICE AUTHORIZATIONS.** HCT and/or HCW shall obtain and maintain throughout the Term at its expense all necessary Authorizations relating to the provision of BIAS, and any other Services offered by HCW, and shall comply with all applicable laws and regulations relating to the provision of such Services.

**RELATION TO OTHER AGREEMENTS.** Any agreements or Authorizations necessary for provision of additional Services shall be executed separately from this Agreement and shall in no way encumber this Agreement.

**PERFORMANCE METRICS AND STANDARDS.** HCT and HCW shall meet the performance metrics and standards set forth in Exhibit A. HCT and HCW shall provide to the County all necessary data and metrics of the County Fiber Network required by the terms and conditions of any grant awarded to County to fulfil the County's data and reporting metrics and standards. The County shall comply with all data reporting requirements of the terms of the USDA grant and timely report all data and metrics supplied by HCT and/or HCW.

**HCW SERVICE FEES.** Fees charged by HCW retail Services shall be determined according to industry standard practices and the business and market climate.

**VII.**  
**CUSTOMER SERVICE OBLIGATIONS**

**SUBSCRIBER RELATIONSHIP.** As a Service Provider, HCW and not the County, shall be responsible for all aspects of the customer relationship involving Subscribers to retail Services provided by HCW, as set forth in this subsection.

**SUBSCRIBER CUSTOMER SUPPORT.** HCW, and not the County, shall be responsible for receiving, servicing, and directly resolving all requests for support from HCW's Subscribers, including but not limited to technical, billing, and sales and marketing inquiries. Under no circumstances shall HCW direct any Subscriber to contact the County for customer support.

**BILLING/COLLECTIONS.** HCW shall be responsible for all invoicing, billing and collection activities relating to its Subscribers.

**SALES/MARKETING.** Except as otherwise provided in this Agreement, HCW shall be responsible for any and all sales and marketing activities relating to HCW's Services, including but not limited to pricing of services, description of services, and promotional activities.

**BAD DEBTS.** HCW shall be responsible for any and all bad debts associated with its Subscribers.

**QUARTERLY REPORT.** On a quarterly basis, HCT and/or HCW shall provide to County a written report including at least the following information related to the County Fiber Network:

- a list of Subscribers activated by HCW during the previous quarter, by month, including physical address;
- a list of Subscribers deactivated by HCW during the previous quarter, by month, including physical address;
- a net Subscriber count, as of the last day of each month in the reported quarter, and cumulatively, as of the last day of the reported quarter;
- the locations of passed premises, by month;
- the number of passed premises, by month;
- the net number of passed premises, as of the last day of the reported quarter; and
- any other information that the County may reasonably require.

**EDUCATION.** In furtherance of its mission to expand fiber optic deployment and use in the Blanco County service area, the County will work with HCW to educate residents and businesses about construction phases and pre-sale threshold for construction.

## **VIII.**

### **DEFAULT AND REMEDIES**

**DEFAULT.** A Default under this Agreement shall occur if (a) a Party materially breaches this Agreement, (b) such breach is not excused by any provision of this Agreement, and (c) such breach continues un-remedied for a period of ninety (90) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within ninety (90) days and the breaching Party within that time has commenced its cure, there shall be no Default as long as the Party diligently continues such cure to completion.

**REMEDIES.** Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to terminate this Agreement.

**EQUITABLE RELIEF.** In the event of a breach or threatened breach of any provision of the Agreement by any Party to this Agreement, each Party acknowledges the substantial and immediate harm that a breach or threatened breach will impose upon the non-breaching party(ies), and further recognizes that in such event monetary damages will be inadequate to fully protect the non-breaching party(ies). Accordingly, in the event of a breach or threatened breach of this Agreement, each Party consents to the other party's(ies') entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and enforcing the non-breaching party's rights hereunder and preventing the breaching party from further breaching any of its obligations set forth herein. Each Party expressly waives any requirement based on a state, rule of procedure, or other source, that the non-breaching Party post a bond as a condition of obtaining any of the above-described remedies.

## **IX.**

### **DEBT SERVICE, INSURANCE, AND BONDS**

**DEBT SERVICE.** HCT shall pay the total principal and interest payment under the terms of the USDA ReConnect loan obtained by the County to construct the County Fiber Network to the County based on the schedule of repayment provided in the loan documents. This payment obligation shall survive the Term of this Agreement. The County shall use the loan payment funds received from HCT each month during the life of the USDA ReConnect loan to service the loan principal and interest payments, only. In no event shall the County use the payments received from HCT for any other purpose. Upon receipt by the County of the final executed loan documents for the USDA ReConnect loan, the Parties shall negotiate an amendment to this Agreement that incorporates the key terms of the loan documents and provides for additional agreements between the Parties that address events of default by the County on its repayment obligation for the loan and HCT's default on its obligation to service the debt on behalf of the County.

**BONDS.** HCT shall obtain construction performance and construction payment bonds during the period of construction for the County Fiber Network in the name of the County. After construction of the County Fiber Network is complete, HCT shall have no obligation to maintain any bond for construction performance or payment.

**INSURANCE.** HCT and HCW will each procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. HCT and HCW are not obligated to name the County as an additional insured.

**X.**  
**MISCELLANEOUS**

**AMENDMENTS/MODIFICATIONS.** This Contract shall only be modified or amended by written agreement, signed by both parties.

**NO EXTRA WORK.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the County unless such services, work, product, solution, or deliverable is first requested and approved in writing by the County through a contract amendment.

**ASSIGNMENT.** HCT and HCW shall not assign or transfer any interest in this Contract or assign any claims for money due under this Contract without providing prior written notice to and obtaining the written consent of the County. Any attempted assignment without such prior written consent shall be null and void.

**STATUS OF THE CONTRACTOR.** The HCT and HCW are independent contractors performing professional services to the County. HCT and HCW are not employees of the County and nothing in this Contract shall be construed to create an employment relationship between the parties; and thus, the HCT and HCW shall not accrue leave, retirement, insurance, bonding, use of the County's vehicles or accrue any other benefits afforded to County employees. As such, HCT and HCW are responsible for the payment of all income and social security taxes incurred under this Contract. HCT and HCW are also responsible for their (and their agents') health, workman's compensation, and personal liability insurance. The HCT and/or HCW shall provide all necessary and appropriate specified equipment.

**NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Contract shall be construed to constitute or create a partnership or joint venture between the parties. Unless the HCT and/or HCW obtains the County's written consent in advance, HCT or HCW shall not advertise or otherwise make public the fact that it is a contractor with the County, nor shall HCT or HCW, in any manner whatsoever use the name, emblem, or official seal of the County.

**QUALIFICATION OF CONTRACTOR.** HCT and HCW hereby affirm that the each entity (and its agents) is qualified to perform the services of the Contract, as specified, in compliance with all applicable County, State, and federal laws, regulations, policies, practices, and procedures. HCW and HCT further certify that each entity (and its agents) is customarily engaged in an independent trade or business offering the professional services under this Contract to the general public.

**WORK PRODUCT.** All work products produced or created as a result of this Contract shall remain the exclusive property of the Party to the Contract that created such work products. All rights arising from the performance of this Contract, including copyrights, patent rights, knowhow, trade secrets and other intellectual property rights, shall be the property of the Party that created such property. To the extent any license to use such rights need to be agreed and negotiated between

the Parties, such license shall be determined separately through consultation among the Parties.

**STANDARD OF CARE.** In providing the work and services herein, HCT and HCW shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. HCT and HCW warrants that all services performed, and deliverables provided under this Contract shall be performed/provided consistent with generally prevailing professional standards and expertise.

**CONFIDENTIALITY.** The Parties shall protect and preserve the confidentiality of all communications, whether written or oral, by and among the Parties related to any work or services rendered pursuant to this Contract.

County acknowledges and agrees that some of the information contained in the grant application, and the documents, and information exchanged with or provided to the County by HCT and/or HCW will contain highly confidential trade secrets, confidential information, and/or competitive or bidding information of HCT and HCW. In the event a third-party submits an open record request pursuant to the Texas Public Information Act (the "Act") related to the grant application and/or Program, prior to disclosure to any such third-party, County agrees it will inform HCT and HCW of such a request, provide a copy of same to HCT and HCW, and seek a ruling and/or opinion from the Texas Attorney General's ("AG") Open Records Division on the specific request. In the event the AG determines the requested information is exempt from disclosure on any basis under the Act or prior AG rulings and/or opinions, County shall not disclose such information to a third-party.

**CONFLICT OF INTEREST.** HCT and HCW affirm that neither entity (and its agents) have any interest presently and shall not acquire any interest, direct or indirect, in the future which would conflict in any manner with the performance of the services required under this Contract.

**INDEMNIFICATION.** HCT AND HCW AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND ANY OF ITS DEPARTMENTS OR OFFICES, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, VOLUNTEERS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS OF LOSSES, COSTS, DAMAGES, EXPENSES OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, INJURY, DEATH AND/OR DAMAGE TO PROPERTY, WHICH MAY ARISE FROM HCT AND HCW'S RESPECTIVE OBLIGATIONS OF EACH ENTITY IN THEIR PERFORMANCE OF THIS CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THIS INDEMNITY OBLIGATION DOES NOT APPLY TO CLAIMS OF LOSSES, COSTS, DAMAGES, EXPENSES OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, INJURY, DEATH AND/OR DAMAGE TO PROPERTY THAT ARE THE RESULT OF THE COUNTY'S OWN NEGLIGENCE.

**ATTORNEYS' FEES.** In the event the any Party must pursue legal action against another Party for breach of contract, failure to perform, default or enforcement of the Contract terms or any other legal cause of action, the prevailing party shall be entitled to collect reasonable attorney's fees and costs.

**SCOPE OF CONTRACT.** This Contract constitutes the entire agreement between the parties and supersedes any prior oral or written communication(s).

**FORCE MAJEURE.** No party shall be held liable or responsible to the other party nor be deemed to

have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, HCT and/or HCW shall give notice and full particulars in writing to the County, of such occurrence or change if HCT and/or HCW is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. HCT and/or HCW shall also notify the County of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Section, the County shall take such action as it considers to be appropriate or necessary considering the circumstances, including but not limited to granting HCT and/or HCW a reasonable extension of time in which to perform its obligations under this Contract.

**GOVERNING LAW AND VENUE.** This Contract shall be performed within the applicable laws, regulations, guidelines, and practices of the Blanco County, Texas. The Parties agree this Contract shall be governed by the laws of Blanco County, federal laws, and the laws of the State of Texas in all matters of construction, validity, performance, and enforcement, as those laws apply to contracts executed, delivered and performed solely within the jurisdiction of Blanco County, Texas.

**ACCURACY OF INFORMATION.** HCT and HCW represent and warrant to the County that all "Work" and "Products" (as defined herein) created or supplied by the either entity in connection with this Contract are the HCT and/or HCW's original Work and Products unless identified as and acknowledged to be the work of HCT's subcontractor or other identified third party, and that such Work or Products do not infringe or violate any "Intellectual Property Rights" (as defined below), or any other civil, statutory or equitable right of any third party. "Work" means all work required by this Contract including, but not limited to all labor, materials, tools, and equipment necessary to fulfill or complete the Services, or which are reasonably inferable from this Contract as being necessary to carry out the Services whether or not listed specifically in this Contract. "Products" mean all print and electronic documents including but not limited to drawings, plans, images, photographs, artwork, writings, abstracts, computer files, data files, custom computer programs, and summaries and compilations thereof, in any material form, that are designed and/or developed pursuant to this Contract. "Intellectual Property Rights" mean all rights of a proprietary nature including, without limitation, all copyrights, trademarks, trade names, domain names, patents, patent rights, inventions, industrial designs, trade secrets, and confidential information. Each Party warrants the accuracy of all information furnished by any other Party to the other in procuring and performing this Contract.

**SEVERABILITY.** If any term or other provision of this Contract is determined by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, all remaining provisions

shall remain in full force and effect, and the parties shall negotiate in good faith to modify or amend this Contract so as to reflect the original intent of the parties.

**INDEPENDENT JUDGEMENT.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract, and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the parties hereto. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not authorize the same. Each party hereto declares and represents that in entering this Contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Contract is being made without reliance upon any statement or representation not contained of any other party, or any representative, agent, or attorney of any other party.

**HEADINGS.** The headings in this Contract have been used for administrative convenience only and shall not be used in interpreting or construing the meaning of any provision in this Contract.

**COUNTERPARTS.** This Contract may be executed by the parties in counterparts. All counterparts together shall constitute one document binding on all parties. The execution pages may be combined with the other pages of this Contract to form what is deemed and treated as a single original agreement showing execution by all parties. An electronically transmitted signature of a party is binding on the signing party, and delivery of this Contract by electronic means constitutes delivery of this Contract for all purposes and is thus binding on the party sending the electronic transmission.

**NON-WAIVER.** Neither the failure nor any delay on the part of a party to exercise any right, remedy, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

**NO THIRD-PARTY BENEFICIARIES.** Unless expressly agreed in writing between the parties, nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights or interest in favor of, any third party.

**NOTICE.** Any notice required or permitted according to the terms of this Contract shall be in writing and shall be deemed given if delivered in person, or if mailed, by U.S. Certified Mail, return receipt requested, to the address furnished by the parties. For purposes of notice for this Contract, the parties shall use the addresses listed below the signature lines.

**SURVIVAL.** The provisions of this Contract concerning confidentiality, representations and warranties, intellectual and other property rights, work product ownership, right to audit, indemnification, insurance, dispute resolution and this subsection regarding survival, shall survive any termination or expiration of this Contract.

**LEGAL AUTHORITY.** The individuals, by their signature below, represent and warrant they hold complete legal authority to execute this Contract and be bound by the terms of this Contract.

DRAFT



**IN WITNESS WHEREOF**, the parties to this Contract agree to its terms and sign below.

**HILL COUNTRY TOWERS, INC.:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**HC WIRELESS, LLC:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**BLANCO COUNTY:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**DRAFT**

EXHIBIT A- (Performance Metrics)

EXHIBIT B- (Please attach a Map of our Service Area)

EXHIBIT C – (List of Assets constituting County Fiber Network)

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