

Stephen Parrish  
County Commissioner Pct. #1



Carl Cannon  
County Commissioner Pct. #3

Carl Wiseman  
County Commissioner Pct. #2

David Pohorelsky  
County Commissioner Pct. #4

CLARK OSBORNE  
Madison County Judge  
103 West Trinity, Suite 113

**NOTICE OF THE REGULAR MEETING OF THE COMMISSIONERS COURT OF  
MADISON COUNTY, TEXAS  
TUESDAY, JUNE 10, 2025, AT 9:30 AM  
IN THE COUNTY COURTROOM OF THE MADISON COUNTY ANNEX**

1. Invocation and Pledge of Allegiance
2. Call the Meeting to Order

County Clerk – Adrian Lawson

3. Review and/or correct minutes of the commissioners' court regular meeting held on May 27, 2025
  - a) Minutes

Collections Report

4. Approve Collection Reports for County Clerk and County Criminal Court
5. Approve Collection Reports for District Attorney
6. Approve Collection Reports for District Clerk

Treasurer – Judi Delesandri

7. Approve paying County bills.
8. Approve bills paid since last court day – May 27, 2025
9. Approve Treasurer's report.
10. Approve personnel changes.

Auditor – Susan Pugh

11. Auditor's Report
12. Budget Amendments.

Departmental Reports

13. Historical Commission
14. Designated Representative Monthly Report – Tom McWhorter
15. Tax Assessor/Collector Monthly Report – Karen Lane, Tax A/C
16. Emergency Management Report – Shelly Butts
17. County Extension Agent Monthly Report – Allen Homann/Ty Jordan
18. Veterans Affairs-Erica Greene
19. Election Administrator – Bobbie Duke

- 20. Justice of the Peace – Steve Cole/Jon Stevens
- 21. Sheriff’s Office – Bobby Adams
  - a) Report
- 22. Madison County Library – Veronica Landmann
- 23. Constable – Charles Turner/Aaron Campbell
- 24. District Attorney – Courtney Cain
- 25. County Commissioners Report
- 26. Judge’s Report – Clark Osborne
- 27. **Public Comment**  
**Hear Comments in reference to the following Agenda Items Only - time limit 3 minutes, one person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium.**
- 28. Presentations
- 29. Action Items
  - a) Discuss and take action on Accufund Change request to Financial Software to add the combined banks module.
  - b) Discuss and take action on Interlocal Agreement Between the BVCOG and Madison County for E9-1-1 Database Maintenance Services
  - c) Discuss and take action on Interlocal Agreement Between the BVCOG and Madison County for E9-1-1 Public Safety Answering Point Service (PSAP)
  - d) Discuss and take action on approving the appointment of Matt Carey and Shannon Wells to serve on the Madison County CPS Board.
  - e) Discuss and take action Justice AV Solutions Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement.
- 30. **Public Comment**  
**Public Comment - No discussion or action will be taken at this time by the court. 3 minute time limit per speaker. One person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium. Please address your comments to your commissioner.**
- 31. Adjourn

**Certification:**

**Signed and dated \_\_\_\_\_, 2025.**

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**CLARK OSBORNE, COUNTY JUDGE**

I, the undersigned County Clerk, do hereby certify that the agenda for the above-named Commissioners' Court is a true and correct copy, and that I posted this copy on the \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ on the bulletin board and all doors of the Madison County Courthouse, in Madisonville, Texas. This notice remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

**Signed and dated \_\_\_\_ day of \_\_\_\_\_, 2025**

\_\_\_\_\_  
Adrian Lawson, County Clerk



Minutes for the  
Madison County Commissioners Court  
Tuesday, May 27, 2025

THE STATE OF TEXAS  
COUNTY OF MADISON

IN COMMISSIONERS COURT  
OF MADISON COUNTY, TEXAS

The Madison County Commissioners Court met in Regular Session on the 27<sup>th</sup> day of May 2025, 9:30 a.m., at the Madison County Courthouse Annex, County Courtroom, 103 W. Trinity Street, Suite 106, Madisonville, Texas with the following members:

Clark Osborne	County Judge	Present
Stephen Parrish	Commissioner, Precinct 1	Present
Carl Wiseman	Commissioner, Precinct 2	Present
Carl Cannon	Commissioner, Precinct 3	Present
David Pohorelsky	Commissioner, Precinct 4	Present

1. Invocation and Pledges of Allegiance
  - Invocation – Commissioner Parrish
  - Pledge of allegiance to the United States and Texas flags – Judge Osborne
2. Call the Meeting to Order
  - Meeting was called to order at 9:33 A.M.

COUNTY CLERK – ADRIAN LAWSON

3. Review and/or correct minutes of the commissioners' court regular meeting held on May 13, 2025.
  - MinutesNo corrections needed.

COLLECTION REPORTS

4. Approve Collection Reports for County Clerk and County Criminal Court.  
No reports submitted.
5. Approve Collection Reports for District Attorney.  
No report submitted.
6. Approve Collection Report for District Clerk.  
No report submitted.

Treasurer – Judi Delesandri

7. Approve paying County bills.

Report submitted, see attached.

Commissioner Cannon made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve paying County bills, all in favor.

**MOTION CARRIED.**

8. Approve bills paid since last court date – May 13, 2025.

Report submitted, see attached.

Commissioner Wiseman made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve bills paid since last court date May 13, 2025, all in favor.

**MOTION CARRIED.**

9. Approve Treasurer's Report.

No report submitted.

10. Approve personnel changes.

Report submitted, see attached.

Commissioner Wiseman made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve personnel changes, all in favor.

**MOTION CARRIED.**

#### Auditor – Susan Pugh

11. Auditor's Report

Report submitted, see attached.

Commissioner Cannon made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve Auditor's Report, all in favor.

**MOTION CARRIED.**

12. Budget Amendments.

Report submitted, see attached.

Commissioner Cannon made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve Budget Amendments and Line-Item Transfers, all in favor.

**MOTION CARRIED.**

#### Departmental Reports

13. Historical Commission

No report submitted.

14. Designated Representative Monthly Report – Tom McWhorter

No report submitted.

15. Tax Assessor/Collector Monthly Report – Karen Lane, TAC

No report submitted. Karen Lane stated they were working on serving, collecting, and executing tax warrants with the help of the Constables and Linebarger, and they had collected a total of \$73,923.86 so far.

16. Emergency Management Report – Shelly Butts

No report submitted.

17. County Extension Agent Monthly Report-Allen Homann/Ty Jordan  
No report submitted.
18. Veterans Affairs - Erica Greene  
No report submitted.
19. Elections Administrator-Bobbie Duke  
No report submitted.
20. Justice of the Peace – Steve Cole/Jon Stevens  
No report submitted.
21. Sheriff’s Office – Bobby Adams  
No report submitted.
22. Madison County Library – Veronica Landmann  
No reports submitted.
23. Constable – Charles Turner/Aaron Campbell  
No reports submitted.
24. District Attorney – Courtney Cain  
No report submitted.
25. County Commissioners Report
  - Pct. 1 – Commissioner Parrish  
No report submitted. Commissioner Parrish spoke about replacing a culvert on Boyd Road and general maintenance.
  - Pct. 2 – Commissioner Wiseman  
No report submitted. Commissioner Wiseman stated they are boom maxing, mowing and general maintenance.
  - Pct. 3 – Commissioner Cannon  
No report submitted. Commissioner Cannon spoke about cutting trees and an issue at Mathis Meadows bridge they were able to take care of.
  - Pct. 4 – Commissioner Pohorelsky  
No report submitted. Commissioner Pohorelsky stated they are performing general maintenance.
26. Judge’s Report – Clark Osborne  
No report submitted. Judge Osborne spoke about the elevator, plumbers, city election, budget, replacing computers, and the security system.

**27. Public Comment**

**Hear Comments in reference to the following Agenda Items Only – time limit 3 minutes, one person at a time will be called from the Public Participation Forms submitted. Move to the front of the Court and stand at the podium.**

- No Public Participation form was submitted to the Clerk of Court.
- Susan A. Pugh received certification of completion for required continuing education hours of the County Auditor for the two-year term of July 2024- July 2026.
- Hannah Jeter, Georgia Hernandez, Heidi Ellis, Clark Osborne, and Bunny Unterreiner received certification of completion for the Cybersecurity Awareness Training.

- Shelly K. Butts received certificate of appreciation for attendance and participation at the 18<sup>th</sup> annual EMAT Symposium of the Emergency Management Association of Texas, 3 hours of certified ALERRT COURSE, Active Attack Emergency Communications, Certificate of Completion of Base Level Engineering, and Cybersecurity Awareness Training.
- Charles Turner received a certificate from Texas Justice Court Training Center for completing testing requirements for Virtual Civil Process, and Cybersecurity Awareness Training.

28. Presentations

- No presentations.

29. Action Items

- a) Discuss and take action on Application for Final Minor Plat with Variance in Floodplain submitted by Blake Akbari for property recorded in Volume 1951, Page 17, Number 122741 of the Official Recods of Madison County Texas.

Judge Osborne provided information to the court, see attached.

Commissioner Parrish made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve Application for Final Minor Plat with Variance in Floodplain submitted by Blake Akbari for property recorded in Volume 1951, Page 17, Number 122741 of the Official Recods of Madison County, Texas, all in favor.

**MOTION CARRIED.**

- b) Discuss and take action acknowledging the closing of the 30-day comment period and discuss and consider the Re-Plat for Subdivision and approving the Re-Plat of Town-Country Estates, Tract 1, property recorded in Volume 1158, Page 19, Number 74438 of the Official Records of Madison County, Texas.

Judge Osborne provided information to the court, see attached.

Commissioner Cannon made a motion to close; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to close the 30-day comment period , all in favor.

**MOTION CARRIED.**

Commissioner Cannon made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve the Re-Plat of Town-Country Estates, Tract 1, property recorded in Volume 1158, Page 19, Number 74438 of the Official Records of Madison County, Texas, all in favor.

**MOTION CARRIED.**

- c) Discuss and take action on appointing Jeff Young as a voting member to the Madison County Historical Commission.

Judge Osborne provided information to the court.

Commissioner Parrish made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve appointing Jeff Young as a voting member to the Madison County Historical Commission, all in favor.

**MOTION CARRIED.**

- d) Discuss and take action on accepting the City of Madisonville’s post-event report for the 2025 Mudbug & Music Festival.

Judge Osborne provided information to the court, see attached.

Commissioner Pohorelsky made a motion to accept; Commissioner Wiseman gave a second; Judge Osborne called for a vote to accept the City of Madisonville’s post-event report for the 2025 Mudbug & Music Festival, all in favor.

**MOTION CARRIED.**

- e) Discuss and take action on accepting the City of Madisonville's 2024 4<sup>th</sup> of July Post-Event Report.

Judge Osborne provided information to the court, see attached.

Commissioner Cannon made a motion to accept; Commissioner Wiseman gave a second; Judge Osborne called for a vote to accept the City of Madisonville's 2024 4<sup>th</sup> of July Post-Event Report, all in favor.

**MOTION CARRIED.**

- f) Discuss and take action on authorizing the District Attorney's office to trade in a 2019 F-150 VIN# 1FTEW1E40KKC54112 towards the purchase of a 2024 Silverado 1500 Crew Cad 4WD from Caldwell County Chevrolet and payment from the Madison County DA's Forfeiture Account.

Courtney Cain provided information to the court, see attached.

Commissioner Cannon made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve authorizing the District Attorney's office to trade in a 2019 F-150 VIN# 1FTEW1E40KKC54112 towards the purchase of a 2024 Silverado 1500 Crew Cad 4WD from Caldwell County Chevrolet and payment from the Madison County DA's Forfeiture Account, all in favor.

**MOTION CARRIED.**

- g) Discuss and take action on authorizing the District Attorney's office to purchase a 2024 Chevrolet Malibu from Caldwell County Chevrolet and payment from the Madison County DA's Forfeiture Account.

Courtney Cain provided information to the court, see attached.

Commissioner Parrish made a motion to approve; Commissioner Wiseman gave a second; Judge Osborne called for a vote to approve authorizing the District Attorney's office to purchase a 2024 Chevrolet Malibu from Caldwell County Chevrolet and payment from the Madison County DA's Forfeiture Account, all in favor.

**MOTION CARRIED.**

- h) Discuss and take action on authorizing the District Attorney's Office to staff the office with a Law Student Intern from South Texas College of Law, at no cost to the County.

Courtney Cain provided information to the court.

Commissioner Parrish made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to approve authorizing the District Attorney's Office to staff the office with a Law Student Intern from South Texas College of Law, at no cost to the County, all in favor.

**MOTION CARRIED.**

- i) Discuss and take action on authorizing the District Attorney's Office to staff the office with a paralegal intern from Blinn College for Summer of 2025, at no cost to the County.

Courtney Cain provided information to the court.

Commissioner Wiseman made a motion to approve; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to authorizing the District Attorney's Office to staff the office with a paralegal intern from Blinn College for Summer of 2025, at no cost to the County, all in favor.

**MOTION CARRIED.**

### 30. Public Comment

**No discussion or action will be taken at this time by the Court. A three (3) minute limit per speaker. One person at a time will be called from the Public Participation Forms submitted.**

**Move to the front of the Court and stand at the podium. Please address your comments to your commissioner.**

- No Public Participation form was submitted to the Clerk of Court.

31. Adjourn

Commissioner Wiseman made a motion to adjourn; Commissioner Pohorelsky gave a second; Judge Osborne called for a vote to adjourn, all in favor.

**MOTION CARRIED.**

Meeting was adjourned Tuesday, May 27, 2025, at 10:01 A.M.

I, Adrian Lawson, Madison County Clerk, do hereby attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 27<sup>th</sup>, 2025.

Signed this 4<sup>th</sup> day of June 2025.



Adrian Lawson, County Clerk  
Commissioners' Court  
Madison County, Texas





# MADISON COUNTY SHERIFF'S OFFICE



*Sheriff Bobby Adams*

2005 E. MAIN ST. - MADISONVILLE, TEXAS 77864  
PHONE # (936) 348-2755 / FAX # (936) 348-3763

Sheriff's Office  
Monthly Activity Report  
May 1 – 31, 2025

Activities	TOTAL
<b><i>CALLS FOR SERVICE</i></b>	
Accidents	15
Agency Assist	62
Alarms	12
Animal Bite / Control / Cruelty	10
Animal Estray	14
Assault / Family Violence	4
Assist the Public	15
Backup Unit	43
Burglary	1
Civil Matter	17
Criminal Mischief	3
Criminal Trespass	9
Deaths	1
Disturbance	7
Forgery/Fraud	6
Harassment	4
Homicide	0
Illegal Dumping	1
Juvenile Related	0
Miscellaneous	0
Narcotics	0
Reckless Driving	12
Road Hazard	9
Sexual Assault	2
Suspicious Vehicle/Person	7
Terroristic Threat	4
Theft	9
Traffic	13
Warrant Arrest	7
Welfare Concern	20
<b>TOTAL CALLS</b>	<b>307</b>
<b>TOTAL MILEAGE</b>	<b>27,779</b>
<b>VEHICLE MAINTENANCE &amp; REPAIR EXPENSES</b>	<b>\$7,720.93</b>

Activities	TOTAL
<b><i>ARRESTS – DEGREE OF CHARGES</i></b>	
Felony	11
Misdemeanor	27
Class C	12
<b><i>CITATIONS</i></b>	
Defective Equipment	1
Expired Vehicle Registration	4
Failure to Control Speed	1
Failure to Dim Headlights	0
Failure to Maintain Single Lane	0
Failure to Stop at a Designated Stopping Point	0
Failure to Yield	0
Following Too Close	0
Loose Livestock / Livestock at Large	0
Minor in Possession	0
No Driver's License / Expired Driver's License	13
No Insurance	4
Open Container	4
Possession of Drug Paraphernalia	0
Speeding	4
Other	6
<b>TOTAL ARRESTS BY S.O.</b>	<b>28</b>
<b>TOTAL CHARGES BY S.O.</b>	<b>50</b>
<b>TOTAL CITATIONS</b>	<b>37</b>
<b>TOTAL WARNINGS</b>	<b>217</b>
<b>TOTAL ARRESTS TO JAIL</b>	<b>63</b>
<b>SERIOUS INCIDENTS IN JAIL</b>	<b>0</b>
<b><u>Trainings and Certifications</u></b>	
<b>Admin:</b> 1 certificate for 4 hours total <b>Dispatch:</b> 9 certificates for 118 hours total and 5 re-certs* <b>Jail:</b> 5 certificates for 12 hours total and 7 re-certs* <b>Patrol:</b> 23 certificates for 128.5 hours total and 9 re-certs* <b>Sheriff:</b> 1 certificate for 16 hours total <b>TOTAL: 39 certificates for 278.5 hours total and 21 re-certs</b> <i>* re-certs keep training current</i>	



**Susan A. Pugh, CPM**  
**Madison County Auditor**  
103 W. Trinity #100  
Madisonville, Texas 77864  
Tel: (936)241-6221  
[susan.pugh@madisoncountytexas.org](mailto:susan.pugh@madisoncountytexas.org)

Date: May 28, 2025  
Subject: Combined Banks Module  
Accufund Software

The combined banks module allows each fund to have its own bank account, yet the bank reconciliation is prepared for all of the funds combined. This is required for the Special Revenue Bank account which is made up of 22 funds.

This is not included in the software package as not all counties utilize the one bank account. During the original demo, Madison County did not make it known to Accufund that we utilized one bank account for the 22 different funds.

This module will add an additional \$1800 to the conversion price and an additional \$1080 to the annual agreement.

Susan A. Pugh, CPM  
Madison County Auditor



## ***Project Change Request***

<b>Original Statement of Work No.</b>	1556
<b>Project Change Request No.</b>	1
<b>Revision No.</b>	V1
<b>Customer Name:</b>	Madison County Texas
<b>Project Change Request Title:</b>	Add Module – Combined Banks
<b>Project Name:</b>	Madison County - 1556 - NetData Migration (ERP Upgrade)
<b>i3 Verticals Sales Contact:</b>	Taylor Diamond
<b>i3 Verticals Project Manager:</b>	Dana Tucker
<b>Contract Type:</b>	Time and Material
<b>Submitted Date:</b>	5/27/2025

### ***Project Change Description***

In consultation with representatives from i3 Verticals, LLC. ("i3 Verticals") Professional Services, Customer has stated the following business needs:

- Combined Banks module needs to be implemented.

### ***Scope***

To implement the proposed Services, i3 Verticals will undertake the following tasks:

- a. PM will submit an updated Order Sheet to the AFA licensing team.
- b. The Licensing team will update the license/module access.
- c. The Implementation team will work with Madison County team to get the Combined Banks module implemented.

### ***Assumptions***

The following assumptions were made when estimating pricing for this Project Change Request ("PCR"):

- a) The implementation of Combined Banks will result in the following:
  - o no impact on schedule
  - o an additional fee of \$90/month for the module subscription
  - o additional 8 hours (estimated) implementation time for setup



- o additional 1 hour (estimated) implementation time for training

***Deliverables***

- a) Addition of the Combined Banks module to the existing i3 ERP Financials Implementation.

***Fees***

For the work associated with this PCR, the estimated number of hours is increased by 9. Based on a standard service rate of \$200.00 per hour, the additional fees to the Customer to complete the requested changes are \$1800.00.

A signed agreement is required to be in place to cover all i3 Verticals hours and expenses.

*Pricing valid for 30 days*



**Payment Schedule**

i3 Verticals has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a time and materials basis. i3 Verticals will only bill for the actual hours expended on behalf of the Customer and has made a best-estimate based on current available information.

**Approval**

Signature is required to accept this PCR. By signing below each party agrees to the proposed project scope and authorizes work to begin.

The complete agreement between the parties consists of 1) this PCR; 2) the referenced Statement of Work including any previous mutually approved PCRs; and 3) the Professional Services Agreement ("PSA"); and 4) the System Maintenance Agreement ("SMA").

The changes described herein will be covered for maintenance and support under the terms and duration of the existing SMA.

<i>Agreed to:</i> Madison County Texas 101 West Main Street, Madisonville, TX 77864	<i>Agreed to:</i> i3 Verticals, LLC. 403 S. Main St., Royal Oak, MI 48067
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (Type or Print): _____	Name (Type or Print): _____
Title (Type or Print): _____	Title (Type or Print): _____
Project Name: Madison County - 1556 - NetData Migration (ERP Upgrade)	

<i>Internal Use:</i>	Opportunity #: _____ 1
	Sales Order #: _____
	Doc Control #: _____ 20231127

**INTERLOCAL AGREEMENT BETWEEN THE  
BRAZOS VALLEY COUNCIL OF GOVERNMENTS AND  
MADISON COUNTY  
FOR E9-1-1 DATABASE MAINTENANCE SERVICES**

**Article 1: Parties & Purpose**

1.1 The **Brazos Valley Council of Governments (RPC)** is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 13 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Madison County (Local Government)** is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

1.5 Database maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for Database maintenance.

**Article 2: Applicable Law**

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days' following the date of its adoption, unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations

of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

### **Article 3: Deliverables**

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

#### **3.2 Ownership, Transference & Disposition of Equipment**

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of database maintenance service (database maintenance equipment).

3.2.2 The RPC shall establish ownership of database maintenance equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy. (See Attachment A.)

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the database maintenance equipment against loss, damage or theft.

3.2.4 Ownership and disposition documents shall be prepared by the RPC and signed by both parties upon establishing ownership of database maintenance equipment in accordance with UGMS and the State Comptroller of Public Accounts. BVCOG Property record forms for New or Transfer and Disposal will be used and are attached to this Agreement.

3.2.5 Replacement insurance on database maintenance equipment shall be purchased and maintained by Madison County and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to database maintenance equipment other than ordinary wear and tear.

#### **3.3 Inventory**

3.3.1 The RPC shall maintain a current inventory of only the database maintenance equipment funded with 9-1-1 funds and consistent with Applicable Law;

3.3.2 All database maintenance equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen database maintenance equipment shall be reported to the RPC as soon as possible.

#### 3.4 Security

3.4.1 The Local Government shall limit access to the 9-1-1 Database only to authorized personnel.

#### 3.5 Training

3.5.1 The RPC shall provide training upon request of Local Government, and as approved in the Strategic Plan.

#### 3.6 Operations

The Local Government shall:

3.6.1 Designate a database maintenance contact and provide related contact information to the RPC;

3.6.2 Seek repair or maintenance of database equipment or software to keep funded equipment operational. Notify RPC of any issues.

3.6.3 Notify RPC of any software or equipment changes that would affect the daily operations.

### **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

### **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of database maintenance service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing database maintenance services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

#### **Article 7: Records**

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for database maintenance service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

#### **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

#### **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

#### **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### **Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Brazos Valley Council of Governments  
3991 E. 29<sup>th</sup> St.  
Bryan, TX 77802

The Local Government's address is:

Madison County  
103 West Trinity, Ste. 113  
Madisonville, TX 77864

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

#### **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

#### **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

#### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

#### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or

administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

**Article 17: Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

**Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	BVCOG Property Record – New or Transfer
Attachment C	BVCOG Property Record -- Disposal
Attachment D	Scope of Work
Attachment E	Regional Database Maintenance Plan
Attachment F	Performance Measures and Monitoring
Attachment G	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment 1	BVCOG Quarterly Database Maintenance Performance Report
Attachment 2	BVCOG Database Maintenance Program Budget
Attachment 3	BVCOG Database Maintenance Monitoring Checklist
Attachment 4	Inventory of Database Equipment


18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Brazos Valley Council of Governments

Madison County

By: *Michael Parks*

By: \_\_\_\_\_ 

Printed Name: Michael Parks

Printed Name: Clark Osborne

Title: Executive Director

Title: Madison County Judge

Date: 9-15-25

Date: \_\_\_\_\_

## Attachment A Ownership Agreement


As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all database maintenance equipment located within the Local Government's jurisdiction.

The RPC hereby establishes the database maintenance equipment funded by 9-1-1 Funds located at Madison County 9-1-1 Database Maintenance Office, in Madison County, to be the property of Madison County, hereinafter referred to as "Owner".

Following is an itemized listing of database maintenance equipment hereby defined as the property of Owner.

*Equipment inventory list attached*

Brazos Valley Council of Governments

By: 

Printed Name: Michael Parks

Title: Executive Director

Date: 5-15-25

Madison County

By: \_\_\_\_\_

Printed Name: Clark Osborne

Title: Madison County Judge

Date: \_\_\_\_\_





# Attachment B

## BRAZOS VALLEY COUNCIL OF GOVERNMENTS

### PROPERTY RECORD

FORM REVISED:  
JUNE 2009

NEW	<b>(A)</b> <b>OR</b>	TRANSFER
-----	-------------------------	----------

<b>(B)</b> FROM Vendor <b>(NEW)</b> or Program transfer	Check Program or fill in *Other below					<b>(F)</b> TO Program Transfer	Check Program or fill in *Other below				
IT	Admin	AAA	RSVP	911		IT	Admin	AAA	RSVP	911	
PSP/BIO	CIHC	SW	HSG	BVWACS		PSP/BIO	CIHC	SW	HSG	BVWACS	
HHS	FIN	BVAHC	WF BOARD	WF CENTER		HHS	FIN	BVAHC	WF BOARD	WF CENTER	
*Other Program:						*Other Program:					
<b>(C)</b> ** Please indicate county **						<b>(G)</b> ** Please indicate county **					
Brazos	Burleson	Grimes	Robertson	Washington		Brazos	Burleson	Grimes	Robertson	Washington	
Leon	Madison	Other County				Leon	Madison	Other County			
<b>(D)</b> <b>NEW</b> VENDOR NAME											
<b>(E)</b> Insured by	BVCOG	OTHER: <i>Please be specific</i>				<b>(H)</b> Insured by	BVCOG	OTHER: <i>Please be specific</i>			
<b>(I)</b> Tag No.	Serial No.	Model No.		Detailed Description ex: desk top, lap top, printer, projector, etc							
<b>(J)</b> Additional information											
<b>(K)</b>						<b>(L)</b>					
Date Released	FROM: Signature: Employee/Other					Date Received	TO: Signature: Employee/Other				
	FROM: Signature: Program Manager						TO: Signature: Program Manager				
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802											
<b>(M)</b> For Property Control Office Use Only:											
Received:	Entered:				Signature						




**Attachment C**  
BRAZOS VALLEY COUNCIL OF GOVERNMENTS

**PROPERTY RECORD**

FORM  
REVISED:  
JUNE 2009

**DISPOSAL**

\*\*\*\*\* BVCOG inventory tag must accompany the disposal record or noted why it is not available \*\*\*\*\*

<b>(A) FROM Program</b>		Check Program or fill in *Other below			<b>(C)</b>	Reason for disposal or *Other below
IT	Admin	AAA	RSVP	911		DAMAGED <i>(not cost effective to repair)</i>
PSP/BIO	CIHC	SW	HSG	BVWACS		STOLEN <i>(Police report must be attached)</i>
HHS	FIN	BVAHC	WF BOARD	WF CENTER		OTHER - <i>Please be specific</i>
Other Program:						DONATED <i>Please be specific i.e. to what organization</i>
<b>(B) ** Please indicate county **</b>					<b>(D) Paste Inventory Tag Here:</b>	
Brazos	Burleson	Grimes	Robertson	Washington		
Leon	Madison	Other County				
<b>(E) Tag Number</b>	Serial Number		Model Number		Detailed Description ex: desk top, lap top, etc	
<b>(F) Additional Information</b>						
<b>(G)</b>			<b>(H)</b>			
FROM Signature: Employee/Other			TO Signature			
Date Released			Date Received			
FROM Signature: Program Manager			TO Title			
<b>(I) Executive Director signature required</b>						
			Signature: 			
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802						
<b>(J) For Property Control Office Use Only:</b>						
Received:	Entered:		Signature			

## Attachment D Scope of Work – Database Maintenance

Local Government agrees to provide and maintain database maintenance functions in return for funding through BVCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for BVCOG.
- Coordinate addressing activities within the Local Government's jurisdiction.
- Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- Verify and certify all 9-1-1 Automatic Location Information (ALI) database information for accuracy as requested by the database providers within five working days.
- Comply with procedures and responsibilities outlined in the Regional Database Maintenance Plan. (See Attachment E.)
- Provide BVCOG MSAG changes according to the Regional Database Maintenance Plan. (See Attachment E.)
- Maintain database equipment and data as prescribed in Article 3, Deliverables – 9-1-1 & Database Maintenance Equipment & Data.
- Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 2).
- Adhere to proper procurement procedures as referenced in Article 5.
- Request quarterly funds based on the current approved strategic plan allocation.
- Provide BVCOG with quarterly performance reports in accordance to the Regional Database Maintenance Plan.
- Cooperate with all monitoring requests from BVCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the Database maintenance deliverables specified in this agreement, and as outlined in the Regional Database Maintenance Plan attached.
- Maintain Inventory of equipment purchased with 9-1-1 funds and submit appropriate ownership forms.
- Process requests for information (i.e. ALI DR's, TN errors) from BVCOG within three working days.

**Brazos Valley Council of Governments**

By: *Casey Hughes*

Printed Name: Casey Hughes

Title: 9-1-1 Program Manager

Date: 4/24/25

**Madison County**

By: *Shelly Butts*

Printed Name: Shelly Butts

Title: 9-1-1 Addressing Coordinator

Date: April 24, 2025

## **Attachment E**

### **Regional Database Maintenance Plan**

The BVCOG has entered an Interlocal Agreement with each of the six counties participating in the Regional 9-1-1 Plan. These six counties are responsible for hiring a county database maintenance coordinator and for conducting the database maintenance activities. Following is a description of the responsibilities of the database maintenance coordinators in Burleson, Grimes, Leon, Madison, Robertson and Washington counties:

The county database maintenance coordinator must have knowledge in GPS and the latest ArcGIS and MapSAG software. These systems are key to the success of the database maintenance projects and are utilized in the maintenance phase. The county database maintenance coordinator is responsible for assigning all new addresses in the unincorporated areas of their county. The coordinator maintains contact with city officials for MSAG changes and other addressing needs. All new roads, subdivisions and driveway points are taken with a GPS unit and submitted on a weekly basis to BVCOG's GIS coordinator. County Coordinators utilize MapSAG tools to assure MSAG validity on all existing roads and addresses. MapSAG tools are continually used to generate and validate all new roads and addresses. Coordinators are responsible for making error and address corrections to the 9-1-1 database via the web-based tool supplied by the database provider. Coordinators are responsible for maintaining all political polygon layers necessary for identifying emergency responder's jurisdictions. Coordinators are responsible for making sure BVCOG has the latest road and structure files for Mapped database updates. Coordinators are responsible for completing all required fields for new and existing county RCL/SSAP/polygon records. Coordinators are responsible for ensuring their GIS data meets the data accuracy and quality standards of CSEC's EGDMSM project. Other supporting coverage files, including Points of Interest are updated as needed. County Coordinators are to submit a quarterly performance report and a request for reimbursement based on the approved budget in the Interlocal Agreement and current strategic plan. The county database maintenance coordinators are responsible for inventory and safeguarding of the equipment, software and database; and submitting New and Disposal Equipment Inventory forms as indicated in the Interlocal Agreement.

BVCOG's database personnel are responsible for processing the changes to the database to include MSAG, error and address corrections via the web-based tool. BVCOG's GIS is responsible for generating digital addresses and ranging of roads, appending coverages and keeping the counties supplied with current data and producing paper maps for county reproduction. BVCOG is responsible for assisting in addressing wireless towers and preparing data for Mapped ALI. BVCOG will conduct one annual on-site monitoring visits to verify 9-1-1 equipment clean and operational, software loaded and operational, verify data files are routinely backed up and stored in safe location, verify requested forms are submitted, financial requests have been made and PSAPs and Emergency Service providers have updated MSAGs and maps. BVCOG will conduct semi-annual regional meeting (either virtual or in person) for all county database maintenance coordinators to discuss current database maintenance activities and/or provide training.

## **ERROR CORRECTION PROCEDURE**

The county database maintenance personnel have received training and have access to the TN error file via the web-based tool from our database provider. This file can be checked daily and at a minimum should be checked weekly. The corrections are then submitted via the web-based tool and BVCOG approves correction. Telco submits a service order record for final correction of the TN.

### **NextGen 9-1-1**

In preparation for NextGen 9-1-1, the County Database Maintenance coordinators and BVCOG's GIS and Database personnel are participating in the statewide CSEC-GeoComm Enterprise Geospatial Database Management System (EGDMS) Phase II project. Purpose of the project is for RPCs to achieve the following goals:

1. The ALI to RCL match rate is at a minimum of 99%.
2. The ALI to SSAP match rate is at a minimum of 97%.
3. The total number of GIS errors is less than 1.2%.
4. GIS data is uploaded to the EGDMS provider at a minimum of once per month.
5. All required fields within the provisioning boundary and road center line layers are populated.

Goals must be met to stay in compliance with CSEC standards.

### **Mapping:**

BVCOG's GIS coordinator is responsible for compilation of the latest road, point and jurisdictional boundaries file from each county and preparing it to be uploaded to the PSAPs. The updated files for all 7 PSAPs are uploaded via an IP network. Map files are updated monthly at a minimum. In the event funding is not appropriated to maintain the network or to continue quarterly monitoring PSAP visits, the updated road and data point file can be placed on the electronic bulletin board, and it will once again become the responsibility of the county coordinator to go to the PSAPs to update the map files at every position.

## **Attachment F**

### **Database Maintenance Performance Measures and Monitoring**

RPC personnel will conduct site visits at least 1 per year to evaluate compliance with this Agreement.

#### **Reports**

The RPC may request that the Local Government provide it with specialized reports which may include, but are not limited to:

1. BVCOG Quarterly Database Maintenance Performance Report
2. BVCOG Database Maintenance Program Budget
3. BVCOG Database Maintenance Monitoring checklist
4. Inventory of Database Equipment

See attachments 1, 2, 3 and 4.

## Attachment G Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: [https://www.csec.texas.gov/s/statutes?language=en\\_US](https://www.csec.texas.gov/s/statutes?language=en_US)
2. Commission Rules: [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=12&ch=251&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=12&ch=251&rl=Y)
3. Commission Program Policy Statements: [https://www.csec.texas.gov/s/program-policy-statements?language=en\\_US](https://www.csec.texas.gov/s/program-policy-statements?language=en_US)

**Attachment 4**  
**BVCOG INVENTORY OF 9-1-1 EQUIPMENT**

AGENCY: Madison County Database Maintenance Office, Madisonville TX

Tag Number	Serial Number	Asset Description	Vendor	Owner/ Manager	Master Location	Date Acquired	Original Value	Estimated Life/ Replacement Date
	2UA5010PT4	HP Elite 800 G1 Desktop Computer	CertNet Solutions	Madison	MC DB Maint	07/02/15	\$1,611	Plan to replace FY 25
Notes:								
400-028	3CM71213NZ	HP EliteDisplay 27" Monitor	CertNet Solutions	Madison	MC DB Maint	06/11/17	\$295	Plan to replace FY 25
Notes:								
400-029	3CM71213NY	HP EliteDisplay 27" Monitor	CertNet Solutions	Madison	MC DB Maint	06/11/17	\$295	Plan to replace FY 25
Notes:								
		HP Page Pro Wide 452DW		Madison	MC DB Maint	06/18/19	\$350	
Notes:								
	M77314	AG 1500-24E Sign Machine/Software	Adv. Graphics	Madison	MC DB Maint	01/16/15	\$2,500	Replaced with Graptec CE7000
Notes:								
MC400-032	5121403454	Trimble GeoXT handheld GPS unit	WDS	Madison	MC DB Maint	08/16/11	\$4,945	Replaced with RN GNSS Receiver
Notes:								
	FF4BF1F1	R1 GNSS Receiver	WDS	Madison	MC DB Maint	08/21/15	\$2,495	Replaced with Trimble TDC650
Notes:								
800-944	M210137176	Graptec CE7000-60 Sign Machine	SignWarehouse	Madison	MC DB Maint	07/26/23	\$1,995	
Notes:								
800-1361	6320H00009	Trimble TDC650 GNSS Receiver	Alltera	Madison	MC DB Maint	07/13/23	\$3,870	
Notes:								
<b>ORIGINAL VALUE OF EQUIPMENT</b>							<b>\$18,256</b>	

**ANNUAL CERTIFICATION FOR FY 25**

Inventory Certified By: Shelly Butts

Title and Agency: Madison County Rural Addressing Coordinator

Accepted by BVCOG: Casey Hughes

Title: 9-1-1 Program Manager

Date: \_\_\_\_\_

April 7, 2025

Date: \_\_\_\_\_

April 7, 2025

**INTERLOCAL AGREEMENT BETWEEN THE  
BRAZOS VALLEY COUNCIL OF GOVERNMENTS AND  
MADISON COUNTY  
FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES (PSAP)**

**Article 1: Parties & Purpose**

1.1 The Brazos Valley Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 13 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Madison County (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute Interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

**Article 2: Applicable Law**

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

2.3 Local Government agrees to comply with the BVCOG Guidelines for Adding, Closing or Reduced Funding a Public Safety Answering Point or Adding a 9-1-1 Calltaking Position (Attachment F).

### **Article 3: Deliverables**

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Madison County PSAP located at 2005 E Main, Madisonville TX 77864.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. BVCOG Property Record forms for New or Transfer and Disposal will be used and are attached to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Brazos Valley Council of Governments and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.4.2 The Local Government shall not connect any external device into the 9-1-1 equipment.

3.4.3 The Local Government shall adhere to the BVCOG 9-1-1 Security Policy and review with all staff with access to the 9-1-1 equipment (Attachment H).

### 3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 calltakers and schedule for applicable training as soon as possible.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD/TTY) for proper operation and document testing as required by the Americans with Disabilities Act of 1990;

3.6.7 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

3.6.8 Comply with all the requirements identified in the Scope of Work – PSAP (Attachment D).

#### **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

#### **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase for Local Government the supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

#### **Article 7: Retention Records**

7.1 The Local Government will retain two previous years of 9-1-1 records (audio, hand written log and/or electronic) plus the current year.

#### **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

#### **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

#### **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To

this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

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10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

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11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Brazos Valley Council of Governments  
3991 E. 29<sup>th</sup> St.  
Bryan, TX 77802

The Local Government's address is:

Madison County  
3301 E Main St  
Madisonville TX 77864

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

### **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

### **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any

liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

### **Article 17: Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

### **Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	BVCOG Property Record – New or Transfer
Attachment C	BVCOG Property Record -- Disposal
Attachment D	Scope of Work – PSAP
Attachment E	PSAP Operations Performance Measures and Monitoring
Attachment F	PSAP Guidelines
Attachment G	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment H	BVCOG 9-1-1 Security Policy
Attachment 1	Certification of TTY Training
Attachment 2	PSAP Monitoring Checklist
Attachment 3	Inventory of PSAP Equipment
Attachment 4	PSAP Recurring Expenses

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Brazos Valley Council of Governments**

By: 

Printed Name: Michael Parks

Title: Executive Director

Date: 5/15/25

**Madison County**

By: \_\_\_\_\_

Printed Name: Clark Osborne

Title: Madison County Judge

Date: \_\_\_\_\_



## Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at the Madison County Sheriff's office, in the Madison County, to be the property of Brazos Valley Council of Governments, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

***Equipment inventory list is attached (See Attachment 3).***

**Brazos Valley Council of Governments**


By: 

Printed Name: Michael Parks

Title: Executive Director

Date: 5-15-25

**Madison County**

By: \_\_\_\_\_ 

Printed Name: Clark Osborne

Title: Madison County Judge

Date: \_\_\_\_\_



## Attachment B

### BRAZOS VALLEY COUNCIL OF GOVERNMENTS PROPERTY RECORD

FORM REVISED:  
JUNE 2009

NEW	<b>(A)</b> OR	TRANSFER
-----	------------------	----------

<b>(B)</b> FROM Vendor (NEW) or Program transfer	Check Program or fill in *Other below					<b>(F)</b> TO Program Transfer	Check Program or fill in *Other below				
IT	Admin	AAA	RSVP	911		IT	Admin	AAA	RSVP	911	
PSP/BIO	CIHC	SW	HSG	BVWACS		PSP/BIO	CIHC	SW	HSG	BVWACS	
HHS	FIN	BVAHC	WF BOARD	WF CENTER		HHS	FIN	BVAHC	WF BOARD	WF CENTER	
*Other Program:						*Other Program:					
<b>(C)</b> ** Please indicate county **						<b>(G)</b> ** Please indicate county **					
Brazos	Burleson	Grimes	Robertson	Washington		Brazos	Burleson	Grimes	Robertson	Washington	
Leon	Madison	Other County				Leon	Madison	Other County			
<b>(D)</b> NEW VENDOR NAME											
<b>(E)</b> Insured by	BVCOG	OTHER: <i>Please be specific</i>				<b>(H)</b> Insured by	BVCOG	OTHER: <i>Please be specific</i>			
<b>(I)</b> Tag No.	Serial No.	Model No.			Detailed Description ex: desk top, lap top, printer, projector, etc						
<b>(J)</b> Additional information											
<b>(K)</b>						<b>(L)</b>					
Date Released	FROM: Signature: Employee/Other					Date Received	TO: Signature: Employee/Other				
	FROM: Signature: Program Manager						TO: Signature: Program Manager				
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802											
<b>(M)</b> For Property Control Office Use Only:											
Received:			Entered:			Signature					

# Attachment C

## BRAZOS VALLEY COUNCIL OF GOVERNMENTS



### PROPERTY RECORD

FORM  
REVISED:  
JUNE 2009

## DISPOSAL

\*\*\*\*\* BVCOG inventory tag must accompany the disposal record or noted why it is not available \*\*\*\*\*

(A) FROM Program	Check Program or fill in *Other below					(C)	Reason for disposal or *Other below
IT	Admin	AAA	RSVP	911		DAMAGED	<i>(not cost effective to repair)</i>
PSP/BIO	CIHC	SW	HSG	BVWACS		STOLEN	<i>(Police report must be attached)</i>
HHS	FIN	BVAHC	WF BOARD	WF CENTER		OTHER	<i>- Please be specific</i>
Other Program:						DONATED	<i>Please be specific i.e. to what organization</i>
(B) ** Please indicate county **					(D) Paste Inventory Tag Here:		
Brazos	Burleson	Grimes	Robertson	Washington			
Leon	Madison	Other County					
(E) Tag Number	Serial Number		Model Number		Detailed Description ex: desk top, lap top, etc		
(F) Additional Information							
(G)	FROM Signature: Employee/Other				(H)	TO Signature	
Date Released	FROM Signature: Program Manager				Date Received	TO Title	
(I) Executive Director signature required				Signature: _____			
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802							
(J) For Property Control Office Use Only:							
Received:		Entered:		Signature			

## Attachment D Scope of Work – PSAP

Local Government will:

- Designate a PSAP Communications Supervisor and provide related contact information as a single point of contact for BVCOG.
- Coordinate with BVCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to BVCOG or the appropriate service provider, and notify BVCOG if appropriate response is not forthcoming from the service provider.
- Notify BVCOG of any and all major 9-1-1 service-affecting issues or issues needing escalation within a service provider's organization.
- Test all 9-1-1 (voice and text) and ancillary equipment for proper operation and user familiarity at least once per month.
- Test alternate routing switch (phone) once a month.
- Test all 9-1-1 TTYs for proper operation and to maintain user familiarity at least once per month.
- Make TTY testing documentation available to BVCOG and Department of Justice on an as-needed basis.
- Complete calltaker TTY training every six months and submit certification to BVCOG.
- Adhere to BVCOG Security Policy (Attachment H) by:
  - Limit access to all 9-1-1 equipment and related data only to authorized personnel.
  - Maintain security of the 9-1-1 system by not connecting any external device to the 9-1-1 equipment.
- Retain 9-1-1 records (audio, hand written and/or electronic) for the previous two years plus current year.
- Make no changes to 9-1-1 equipment, software or programs without prior written consent from BVCOG.
- Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.
- Not change or modify any configuration, software or hardware provided by BVCOG.
- The PSAP shall notify BVCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.
- Fax ANI/ALI Discrepancy Reports including wireless information within 24-hours of the initial 9-1-1 call.

**Brazos Valley Council of Governments**


By: 

Printed Name: Casey Hughes

Title: 9-1-1 Program Manager

Date: 4/16/25

**Madison County**

By: 

Printed Name: Samantha Monday

Title: Dispatch Supervisor

Date: 04/16/2025

## **Attachment E**

### **PSAP Operations Performance Measures and Monitoring**

#### Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors or other software.

#### Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

Attachment 1          Certification of TTY/TDD training – submitted twice per year

#### Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment 2          PSAP Monitoring Checklist – on a semi-annual basis

In addition, quality assurance inspections will be conducted at semi-annual site visits or as often as necessary.

#### Inventory

RPC personnel will conduct annual inventory visits at least once per year. PSAP personnel will assist and sign-off on annual inventory or equipment or when 9-1-1 equipment is removed and replaced by vendor.

Attachment 3          Inventory of PSAP Equipment – completed on an annual basis

**Attachment F**  
**BVCOG Guidelines for Adding, Closing or Reduced Funding a Public Safety Answering Point Or Adding a 9-1-1 Calltaking Position**

**1. PURPOSE**

The addition of a Public Safety Answering Point (PSAP) or 9-1-1 calltaking position (equipment) impacts the BVCOG Regional Strategic Plan for 9-1-1 Service and the performance measures reported to the Commission on State Emergency Communications (CSEC). These guidelines provide criteria and identify required information to be included in a request to add a PSAP or 9-1-1 calltaking position (equipment). Items to be considered for closing or providing reduced funding for a PSAP are also included.

**2. OVERRIDING POLICIES**

- A. Two or more counties may enter into an Interlocal contract for the operation of a Primary PSAP to serve those counties; otherwise there shall be at least one Primary PSAP in each county.
- B. BVCOG Board of Directors approval is required to submit request to CSEC.
- C. CSEC has final approval authority for all new PSAPs and 9-1-1 calltaking positions.
- D. All applicable provisions of CSEC Rules and Program Policy Statements must be met.
- E. A request to add a second PSAP in a county, the requesting jurisdiction must agree to reimburse BVCOG, depending on availability of 9-1-1 funds, a minimum of 25% of the total monthly recurring charges for the system and 100% nonrecurring charges to acquire the equipment.
- F. If funding is not available within the BVCOG Strategic Plan for 9-1-1 Service for an additional calltaking position, the requesting jurisdiction must agree to reimburse BVCOG 100% nonrecurring charges to acquire the equipment and 5-years maintenance for the additional position.
- G. A second PSAP jurisdiction may provide funding (minimum of 25% of the total monthly recurring charges for the system and 100% nonrecurring charges to acquire the equipment) to continue operation of a PSAP selected for closing or reduced funding.
  - (1) Annual monthly recurring charges will be calculated in May of every odd numbered year to begin September of that year for the next biennium.
- H. BVCOG shall have ownership over all PSAP equipment, regardless of funding source.
- I. All requests must be submitted in writing on departmental letterhead signed by the chief elected official of jurisdiction's governing body.

### **3. ADDITIONAL PSAP**

A PSAP may be added if all of the following factors are met:

- A. Population of requesting jurisdiction is:
  - (1) Greater than 20,000; or
  - (2) At least 33% of the total population of the County.
- B. For the previous six months, the jurisdiction can document a minimum average of 85 calls per day, which may include the combined total of the number of 9-1-1 and 10-digit emergency telephone number calls for the agency (or agencies, if the site will serve as a Backup PSAP) requesting the PSAP.
- C. Resolution from local governing body of existing PSAP agreeing to release the proposed area for the new PSAP; and resolution from the local governing body of proposed PSAP agreeing to provide the duties and responsibilities of 9-1-1 service for the area specified.
- D. Written acknowledgement from the jurisdiction of the capability to provide:
  - (1) Minimum PSAP requirements as outlined in CSEC Rule 251.1; and
  - (2) Adequate facilities and personnel to house and operate a PSAP for receiving 9-1-1 calls.

### **4. ADDITIONAL CALL TAKING POSITION**

A calltaking position (equipment) may be added if all of the following factors are met:

- A. Jurisdiction has a population growth rate of at least 3% over the past two years.
- B. Call volume averages 85 calls per day per existing position over the past twelve months.
- C. Identification of other factors which may be relevant to the need for an additional workstation.
- D. Jurisdiction must certify the capability to provide staffing for the additional position.

### **5. CLOSING A PSAP**

- A. A PSAP will be identified for closing when the average daily total call volume of 9-1-1 and 10-digit emergency calls falls below 20 calls per day over an 18 month period. PSAPs operating at an educational institution or PSAPs that are the only PSAP within a county are exempt.
- B. Notification process:
  - (1) In March of even numbered years, a report will be provided to the BVCOG Board of Directors identifying PSAPs that are subject to closure or reduced funding. The average call volume will be calculated for the 18 month period ending in February of that year.
  - (2) In February of odd numbered years, as part of the budget approval process, a recommendation will be presented to the BVCOG Board of Directors to which PSAPs may be closed or partially funded for the biennium beginning in September of that year.

- C. Once a PSAP has been closed or had funding reduced, the jurisdiction must meet all requirements for adding a PSAP in order to reactivate the PSAP or have BVCOG funding restored.

**6. REDUCE FUNDING**

- A. The following factors will be considered when budget reductions necessitate closing or providing reduced funding to PSAPs that meet the minimum daily call volume:
  - (1) Average daily total call volume of 9-1-1 and 10-digit emergency calls based on the past 12 months falls below 30 calls but above 20 calls per day the BVCOG Board of Directors will review staff recommendations and consider reduced funding for second PSAPs.
  - (2) Proximity to primary PSAP.
  - (3) Number of 9-1-1 and 10-digit emergency calls transferred to other PSAPs for dispatch.

## Attachment G Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: [https://www.csec.texas.gov/s/statutes?language=en\\_US](https://www.csec.texas.gov/s/statutes?language=en_US)
2. Commission Rules: [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=12&ch=251&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=12&ch=251&rl=Y)
3. Commission Program Policy Statements: [https://www.csec.texas.gov/s/program-policy-statements?language=en\\_US](https://www.csec.texas.gov/s/program-policy-statements?language=en_US)

**PSAP Monitoring Checklist:**

**Brazos Valley Council of Governments**

County Name: \_\_\_\_\_

Date: \_\_\_\_\_

PSAP Name: \_\_\_\_\_

PSAP TN: \_\_\_\_\_

PSAP Contact: \_\_\_\_\_

BVCOG Contact: Anita Pitt 979 777 1778

Signatures: \_\_\_\_\_

**Previous Findings:**

**CPE TYPE:** Motorola VESTA 7.7 HF 1; VESTA Map Local 1.2.0; Analytics 3.6; Windows 10  
**CPE Ownership:** BVCOG Purchased: September 2022; Installed: February 2023  
**CPE Maintenance:** Self-maintained

Monitoring Component	Standard	Check Current Status		Findings	Comments
		Compliant	Non-Compliant		
Cleanliness -- Front & Back; Healthy environment					
Inventory Tags	Silver BVCOG Tags				
PSAP Security -- Room & CPE					
Unauthorized Software	NO Integration				
No unauthorized changes	USB Plugs				
Redundant CPE Functioning	2 Positions				
i3 Lines (6)	Review Analytics   Make test calls				
ANI & ALI Displays	All info Displays				
Map Displays	Plots Landline Map Updated				
WPH I & II -- Maps	Plots Call Testing TN				
Manual Reroute phone	Semi-Annually RSO				
VESTA Router Timer	20 x 2 seconds RSO				
All Lines Busy Overflow	Semi-Annually 6 Lines				
Text Contingency Route	Semi-Annually WC911				
Failover to wireless backup	Semi-Annually Test both voice and text				
Language Line & Poison Accessibility	Account Info Posted				
Analytics	Opens Successfully				
TTY Tested & Documented	Tests & Challenges				
TEXT to 9-1-1	Send text message				
UPS / Generator Testing	Verify no issues				
Shuts Down regularly	Weekly				
Admin Lines -- Call	979 567 7802 979 567 9327				
Recorder / 9-1-1 Channels Listed & Recording	Channels: 1 & 2				
Recorder Model & Supply of Storage Media	Nice XRS				
Repair #'s Accessible	VESTA Router; MVN, AP				
BVCOG Contact Info	Accessible				
Incorrect ANI/ALI Reports	Send landline to BC DBM				
Retention Records	2+ current				
New Calltakers or speed dial changes?					

PSAP Supplies / Public Education Materials Delivered:

October 11, 2022

**Attachment H  
BVCOG Security Policy**

**MEMORANDUM**

**TO:** Regional 9-1-1 PSAPs – All 9-1-1 Calltakers  
**FROM:** Casey Hughes  
9-1-1 Program Manager  
**DATE:** April 14, 2025  
**SUBJECT:** BVCOG 9-1-1 Security Policy

The signed Interlocal Agreement between BVCOG and your governing agency has a security section as follows:

**3.4 Security**

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.4.2 The Local Government shall not connect any external device into the 9-1-1 equipment.

3.4.3 The Local Government shall adhere to the BVCOG 9-1-1 Security Policy and review with all staff with access to the 9-1-1 equipment.

**BVCOG 9-1-1 Security Policy:**

The PSAP is responsible for restricting access to all 9-1-1 equipment and data to authorized personnel only. No unauthorized software shall be added to the 9-1-1 system.

For security reasons and the ultimate health of the regional 9-1-1 system, it is prohibited to insert any USB device including but not limited to USB flash drives of any type, wireless phones or tablets for charging, desk lights, desk fans, external hard drives, music, etc. or DVD/CD of any type into the 9-1-1 workstations/consoles or any 9-1-1 routers, servers or switches. USB plugs are not to be removed for any reason.

I certify that I have read, understand and will abide by this policy:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BVCOG INVENTORY OF 9-1-1 EQUIPMENT

UPDATED: 4/22/2025

AGENCY: Madison County Sheriff's Office, Madison, TX

Tag Number	Serial Number	Asset Description	Vendor	Owner/Manager	Master Location	Contract Date	Instl Date	Original Value	Estimated Life/Replacement Date	Inventory Sheet Filed
	FUJ25171658	Cisco Network Router 4331	Verizon	BVCOG	Madison SO	01/25/21	10/14/21	\$ 4,183.75	Oct-2028	
	831450XG07524120327	SIM Card	Verizon	BVCOG	Madison SO	01/25/21	10/14/21	Inc	Oct-2028	
	ISA	19" Rack, Backdoor, TS Terminal Server, Support & Config	USI	BVCOG	Madison SO	03/15/13	02/18/14	\$ 4,547.00	Sep-2024	
	FOC26221UJ2	Cisco Switch 1200 24-Port	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 6,387.20	Feb-2029	
	FOC26253VEN	Cisco Switch 9200 24-Port	USI	BVCOG	Madison SO	02/14/22	02/13/23	\$ 6,387.20	Feb-2029	
IVA		FortiGate Firewall motion 600	CraigLink	BVCOG	Madison SO	07/18/17	08/01/17	\$ 2,650.28	Sep-2024	
ISA	4001000541804	ICCERecorder Express (IRX)	VPI	BVCOG	Madison SO	03/09/23	03/09/24	\$ 14,824.00	Aug-2029	
	MXL5013XCO	DKTP ELITE M IN 600 G9 WAO OS	MOTOROLA	BVCOG	Madison SO	02/18/25	03/20/25	\$ 1,791.00	Mar-2028	
	MXL5013XCO	DKTP ELITE M IN 600 G9 WAO OS	MOTOROLA	BVCOG	Madison SO	02/18/25	03/20/25	\$ 1,791.00	Mar-2028	
	014277519	MAS08 4510 GATEWAY 8-PORT	MOTOROLA	BVCOG	Madison SO	02/18/25	03/20/25	\$ -	Mar-2028	
	SE204-010992	DIGI CONNECT EZ 4	MOTOROLA	BVCOG	Madison SO	02/18/25	03/20/25	\$ 1,184.00	Mar-2028	
	0331A	VMAP LOCAL R3 PREMIUM UPGRD	MOTOROLA	BVCOG	Madison SO	02/18/25	03/20/25	\$ -	Mar-2028	
	PA2P318TFV / 0224642893	SP4300GRTH 8yrs 5 Phase UPS	GTS	BVCOG	Madison SO	03/09/23	02/03/24	\$ 4,119.40	Jan-2030	
	PA2P28BY2	Espey EBU 6P2EBU12ET UPS	GTS	BVCOG	Madison SO	03/09/23	02/03/24	\$ 717.60	Jan-2030	
		58130 Eaton 12V12 Bypass	GTS	BVCOG	Madison SO	03/09/23		\$ 359.20	Jan-2030	
5710	603437	TTY MFRXCD	Moran	BVCOG	Madison SO	06/07/09	06/07/09	\$ 457.00	ISA	
		V911 SAN HardWare Kit	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 2,263.00	Feb-2026	
		V911 SAN HardWare Kit	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 2,263.00	Feb-2026	
	CM12104USD	HP 27" Monitor FP LED LCO	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 745.20	Feb-2026	
	CM12104USD	HP 27" Monitor FP LED LCO	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 745.20	Feb-2026	
	MXL23712P5	Keyboard, Mouse, Hardisk, Generation Keyboard, Software & Support	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 609.27	Feb-2026	
	MXL23712P5	Keyboard, Mouse, Hardisk, Generation Keyboard, Software & Support	USI	BVCOG	Madison SO	09/14/22	02/13/23	\$ 609.27	Feb-2026	
	59185A	EVOLV POWERAX 20 LCO TTY / DO	COMPUTTY	BVCOG	Madison SO	07/25/23	07/25/23	\$ 248.27		
ORIGINAL VALUE OF EQUIPMENT								\$	58,655.25	

ANNUAL CERTIFICATION FOR FY 25

Inventory Certified By: Samantha Moody

Title and Agency: Madison SO Community Affairs Supervisor

Accepted by BVCOG: Casey Hughes

Title: 9-1-1 Program Manager

Date: 5/13/2025

Date: 4/24/25



## Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Madison County Court** "Customer" located in **Madisonville, TX** for the period of **October 1, 2025**, extending through **September 30, 2026**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

### A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round-trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

### B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at [helpdesk@javs.com](mailto:helpdesk@javs.com) Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. **Response Times.** In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. **Extended Warranty.** **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**

JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

**Non-warranted equipment:**

**JAVS provided and installed equipment older than 5 years old, based on the date of installation.**

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense. For replacement items purchased from JAVS, JAVS will provide labor at no charge.

**Components of the Polycom Video Conferencing Codecs are included in this agreement. Please note that the Codec unit itself has optional coverage available directly through HP/Polycom, which is separate from this agreement.**

**JAVS service technicians will perform necessary software updates for the HP/Polycom Codec as required. However, feature updates can only be provided for HP/Polycom systems that maintain an active HP/Polycom Certificate of Coverage. After the expiration of the initial warranty, additional support coverage can be obtained directly from HP/Polycom. If the court would like to renew the warranty, please contact [megan.york@javs.com](mailto:megan.york@javs.com) to request a quote.**

4. **On-site Warranty Support.** JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

### C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. \*
2. Normal wear and tear items such as backup UPS batteries and projector lamps. \*
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. \*
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. \*
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. \*
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. \*
8. Customer-provided or non-JAVS certified equipment, hardware, and software. \*
9. Moving of equipment. \*
10. Customer requested on-site advanced training. \*
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) \*
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. \*
14. Shipping delays for repair, loaner, or replacement parts and equipment.

\*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

#### FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus \*Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins **October 1, 2025, and** will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS providing the Services, the Customer agrees to pay a fixed fee of **\$4,463.00** (the "Fee"), plus any applicable state taxes. Payment of the Fee is due within 30 days of the invoice date. If the Fee is not paid within this 30-day period, services will be suspended until payment is received.

**MAC-00542**

**Contract Period: October 1, 2025 - September 30, 2026**

<b>Courtroom</b>			
<b>Number/Location</b>	<b>SID #</b>	<b>System Description</b>	<b>Maintenance Fee</b>
1 Annex Courtroom	SID-89959	HDX Recording System *Prorated*	\$ 4,463.00
<b>Total</b>			<b>\$ 4,463.00</b>

**Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the price of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.**

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT

LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

**ACCEPTED BY CUSTOMER**

**Madison County Court**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

**ACCEPTED BY JAVS**

**Justice AV Solutions**

Signature Megan York  
Name Megan York  
Title Contract Specialist  
Date May 28, 2025  
Phone # 502-489-5118  
Email [Megan.york@javs.com](mailto:Megan.york@javs.com)

**ACCEPTED BY CUSTOMER**

**Additional Court Representative** (if required by court)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer contact for scheduling of maintenance/repair**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

Madison County Court  
Madisonville, TX

Account	Parent	Quantity	Item #	Description	Install Date	Warranty	5 YEAR DATE
<b>Annex Courtroom</b>							
<b>HDX Recording System</b>							
8894909	SID-89959	1	JAV-TSD-DCPD	DC power distribution for TSD device 9-24v DC	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-TSD-RMK	TSD Series Rack Mount Kit	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	6	JAV-27153N	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	9	JAV-NFHD18G-3PROBLK	NanoFlexâ„¢ Pro AV/IT Integrator Seriesâ„¢, â„¢ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	5	JAV-NFHD18G-6PROBLK	NanoFlexâ„¢ Pro AV/IT Integrator Seriesâ„¢, â„¢ Certified 4K 18G High Speed HDMI Cable Jet Black 6ft	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-DSKB-1G	1 Gang Desktop Mounting Box	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-AVIX-1204	AVIX Video Switching Software	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 in, 6/3 out (HD-SDI/HDMI)	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	5	JAV-HDMI-F-KEYCOUPLER	HDMI Female Keystone Coupler, VCE 6-Pack HDMI Keystone Jack Insert Gold Plated 3D&4K Mini Adapter Connector for Wall Plate-Black	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	6	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	8	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	6	JAV-PLX-CB	FlexMic Plexiglass - C Bend	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-CSA-280Z	2 Channel Amplifier 80W per Channel with 70V & 100V Speaker Outputs	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	2	JAV-DSP-1	Mini Digital Sound Processor	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-KT-2010	10â€³inch Table Mount PoE Touch Panel	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-SL-280	32-Port S1 smart controller	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	5	JAV-2-Port-QuickPort	Leviton 41642-E QuickPort Decora Insert, 2-Port, Black	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-GS116LP-100NAS	16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	5	JAV-CP-1B	1 Gang single cover plate - black	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-FC-69	4K60 4:2:0 HDMI Audio Embedder/Deâ€³Embedder	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	2	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/11/2025	Yes	Yes 1/11/2030
8894909	SID-89959	1	JAV-ART-S8	Art S8 Eight Channel Balanced 2-Way Mic Splitter	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	6	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	16	JAV-3PIN-XLR-F	Female/3 pin X Series XLR Connector	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	8	JAV-3PIN-XLR-M	Male/3 pin X Series XLR Connector	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-REC8-SD-M	Recorder 8 Standard with Multichannel Audio via MARC Card and All-In-One capture card	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-SRMK	Single Rack Mount Kit	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-CENTRO-ROC	Centro Record Output Cable (For Replacement Only)	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	5	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	5	JAV-PLX-CB	FlexMic Plexiglass - C Bend	7/27/2023	Yes	Yes 7/26/2028
8894909	SID-89959	1	JAV-DRMK	Dual Rack Mount Kit	8/22/2024	Yes	Yes 8/22/2029
8894909	SID-89959	1	JAV-REC8-AO-M	JAVS Recorder 8 with multichannel audio capture card via MARC(no video capture)	8/22/2024	Yes	Yes 8/22/2029
8894909	SID-89959	1	JAV-CENTRO-ROC	Centro Record Output Cable (For Replacement Only)	8/22/2024	Yes	Yes 8/22/2029

**ATTACHMENT B**

<b>Priority Level</b>	<b>Example</b>	<b>Initial Response*</b>	<b>On-Site Response**</b>
<b>Urgent</b>	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
<b>High</b>	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
<b>Normal</b>	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	4 Business Days
<b>Supportive</b>	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

\*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

\*\*An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.