

ILLINOIS STATE POLICE
Office of the Statewide 9-1-1 Administrator



State of Illinois

Application for
9-1-1 Modification Plan

ISP 7-310 (5/16)

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the

necessary information about your proposal to modify your 9-1-1 system. All modified plans must comply with 83 Ill. Adm. Code Part 1325.

LONG FORM MODIFIED 9-1-1 PLAN:

The following 9-1-1 system changes require Administrator approval:

- 1) Changing boundaries that require an intergovernmental agreement between local governmental entities to exclude or include residents within the 9-1-1 jurisdiction
- 2) Changing or adding a 9-1-1 system provider
- 3) Changes in network configuration, except as provided for in subsection 1325.200(h), (i.e. implementation of a Next Generation 9-1-1 (NG9-1-1) system)
- 4) Change of Backup PSAP arrangement

The Modified Plan must include the following documents:

General Information Contact and 9-1-1 System information.

Verification Notarized statement of truth regarding information provided in the plan.

Letter of Intent Letter that is sent to the 9-1-1 System Provider with a copy of the plan.

Plan Narrative A summary of the changes of the proposed system's operation.

Financial Information A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.

5-Year Strategic Plan A detailed plan for implementation and financial projections.

Communities Served A list of all communities that are served by the 9-1-1 System.

Participating Agencies A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.

Adjacent Agencies A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

Attachments (if applicable):

Ordinance Any local ordinances which dissolve an existing ETSB or creates a new ETSB.

Intergovernmental Agreement Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.

Contracts Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.

Back-up PSAP Establishes back-up and overflow services between PSAPs.

Agreement

Network Diagram Provided by the 9-1-1 system provider showing trunk routing and backup configuration.

Call Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.

Aid Outside Jurisdictional Boundaries Agreements	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.
Carrier Listing	A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.
Test Plan	The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

These modified 9-1-1 Plans must be filed electronically on the Department's website at:

<http://www.isp.state.il.us/Statewide911/statewide911.cfm> where you will see the box below to submit your plan.



Once the plan is submitted, the Department and the ICC will have 20 days to provide a technical review of the plan to submit to the Administrator for approval.

SHORT FORM MODIFIED 9-1-1 PLAN:

The following modifications do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment.

- 1) Permanent relocation of an existing PSAP or backup PSAP facility
 - 2) Reduction in 9-1-1 trunks from the selective router to the PSAP
 - 3) Further reduction of PSAPs within a 9-1-1 Authority beyond consolidation as required by the Act
- The notification should include:

General Information Contact and 9-1-1 System information.

Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):

Network Diagram Provided by the 9-1-1 system provider showing trunk routing and backup configuration

Call Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.

911 GENERAL INFORMATION

DATE:

Type of Change: <input checked="" type="checkbox"/> Long Form Modification Plan		Short Form Modification Plan	
Current System Name:	Population Served	Land Area in Sq Miles	
Jasper County ETSB	9,698	498	
List PSAPs:		Primary	Secondary
Jasper County Sheriff's Office		x	

911 System Contact: Clayton Curtright
 Street Address: 106 E Morgan St
 City, State and Zip Code: Newton, IL 62448
 Office Telephone: 618-783-3057
 Cellular Telephone: 618-554-2733
 Email: ccurtright@jaspercountyiil.org

Wireless Coverage for Consolidated System:	Please check if applicable:
100% Phase II compliant	<input checked="" type="checkbox"/> NG9-1-1 capable
_____ % Phase I compliant	_____ Receive 9-1-1 Text
	_____ Receive 9-1-1 Video

VERIFICATION

I, Clayton Curtright, first being duly sworn upon oath, depose and say that I am Assistant Coordinator, of Jasper County 911; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

Clayton Curtright
911 Assistant Coordinator

Subscribed and sworn to before me

this 11th day of January, 20 18.

Katie M. Blake
NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

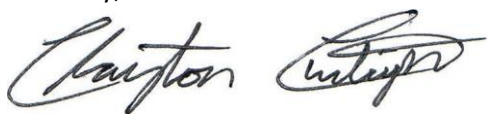
January 11, 2018

Brent Cummings
INdigital
5312 W Washington Ctr Road
Fort Wayne, IN 46818

Dear Mr. Cummings,

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayton Curtright", written in a cursive style.

Clayton Curtright
911 Assistant Coordinator

NARRATIVE STATEMENT:

The Jasper County Emergency Telephone System Board is requesting to change its 9-1-1 System Service Provider (9-1-1 SSP) from Frontier Communications to INdigital telecom. The system will be provisioned as an IP based NG911 System. The Jasper County ETSB is upgrading their failing 9-1-1 call taking equipment to a hosted Solacom system that is capable of receiving 9-1-1 calls using IP.

The Jasper County NG911 System will comply with all State and Federal requirements and be compliant with the National Emergency Number Association standards.

The network will be provisioned as an IP based, Next Generation network and will deliver calls using IP technology to the Jasper County PSAP. Access is password protected. The Enhanced 9-1-1 network is private with no outside access. There will be redundant Legacy Network Gateways (LNG's) and Internet Protocol Selective Routers (IPSR's). One set is located in Mattoon, IL and the other is located in Charleston, IL. Carriers can deliver 9-1-1 calls to the IPSR's or LNG's by using SS7 signaling or by using SIP trunk, IP based signaling. Please see the attached network diagram.

Router to router trunks will be established between INdigital's IPSR's and selective routers owned by other 9-1-1 SSP's for routing of split exchanges where necessary.

INdigital will administer the 9-1-1 database and MSAG for Jasper County subscribers. INdigital will request TN loads and updates from the carriers prior to the cutover and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the carriers and Jasper County to keep the database up to date and in compliance with Illinois state law, on an ongoing basis.

INdigital will coordinate the ordering and installation of trunks to the two new LNG's or IPSR's. INdigital will work with the carriers that are currently connected to the Frontier selective router for delivery of wireline and wireless 9-1-1 calls to Jasper County. Traffic will be migrated over, carrier by carrier, to the new LNGs or IPSRs. The target completion date for the migration is **March 28, 2018**.

INdigital will mirror current call transfer conditions at the time of conversion and will implement 9-1-1 call transfer with ANI between neighboring counties of Jasper County, where possible, post conversion.

Test calls will be made for each carrier either prior to or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP.

Jasper County's 9-1-1 system will be opting 7 Cumberland County customers of Montrose Mutual in the Gila exchange out to Cumberland County. Cumberland County's 9-1-1 system currently is already taking these customers even though they should not be. Cumberland County will be filing a modification to opt in those customers into their 9-1-1 system.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs

prior to modification \$ 29951.64

Projected annual recurring 9-1-1 network costs after modification	\$ 54879.48
---	-------------

Installation cost of the project	\$ 77809.70
----------------------------------	-------------

Anticipated annual revenues	\$ 129,185(2016 Wireline & Surcharge)
-----------------------------	---------------------------------------

	<u>Old</u>	<u>New</u>
	<u>Reccuring/Month</u>	<u>Reccuring/Month</u>
Frontier	\$2,185.40	\$2,876.48
Indigital		\$1,248.91
Wabash	\$199.90	\$199.90
Montrose Mutual	\$110.67	\$248.00
Total	\$2,495.97	\$4,573.29

****Consolidated(Fairpoint bills their exchange as part of Crawford County)****

****Consolidated(Fairpoint) for Jasper and Crawford=\$217.80/month****

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

- **Current Plans:**
 - Implement Next-generation 911 hosted system provided through INdigital currently funded by ETSB's reserve funds. The funds used are needed for other equipment or possible building construction but the state of our call taking equipment requires immediate action.
 - Bring two positions online at Jasper County Sheriff's Office
 - Establish interface with nonemergency lines and radio consoles.
 - Interface with Spillman CAD
 - Bring mobile position(MEVO) online for redundancy in case of natural disaster or unforeseen issues at PSAP. Will be moved to a location with radio dispatch capabilities and dedicated generator. Ideally at the former secondary PSAP(NEWTON PD).
- **Future Plans:**
 - Moderate renovation of PSAP to accommodate the additional requirements for the two new dispatch positions.
 - Install new furniture for the two positions to better serve telecommunicators and for easier accessibility to CPU's without the need to take a position off-line.
 - Bring a "dark" 3rd position on-line at former secondary PSAP(NEWTON PD) when funds allow.
 - Work with other surrounding counties to establish a regional esi-net.
 - Work with other counties to share ESRI based maps of each county for the best location validation.
 - Create and Implement a plan to replace aging radio equipment including console in the PSAP.
 - Construct a new building to house PSAP.

COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Illinois State Police Dist 12	401 Industrial Ave Suite A Effingham 62401	217-347-2711		x	
Jasper Co Sheriff's Office	106 E Morgan St Newton 62448	618-783-8477	x		
Newton Police Department	108 N Van Buren St Newton 62448	618-783-8478	x		
Dieterich Fire Protection Dist	113 N Main St Dieterich 62424	217-925-5155	x		
Oblong Township Fire Dept	111 W Main St Oblong 62449	618-592-4513			x
Wade Comm Fire Prot. Dist.	104 N 1st St Newton 62448	618-783-3887	x		
Crooked Creek Fire Prot Dist.	320 E Harrison St Hidalgo 62432	618-783-8477	x		
Yale Fire Department	207 W Illinois Yale 62481	618-783-8477	x		
Jasper Co Ambulance Serv	204 W Jourdan St Newton 62448	618-783-8651	x		
Clay City Fire Protection Dist	114 S 2nd St SW Clay City 62824	618-676-1585			x
Noble-Wakefield Fire Prot Dist	1126 E IL 250 Noble 62868	618-723-2713			x
Montrose Fire Protection Dist	207 W National Road Montrose 62445	217-259-2311	x		
Willow Hill Fire Dept	103 S Cumberland Willow Hill 62480	618-783-8477	x		

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Effingham Co ETSB/Sheriff's Dept	101 N 4th St Effingham 62401	217-342-2101
Clay Co Sheriff's Department	300 Broadway St Louisville 62858	618-665-3321
Clark Co Sheriff's Department	207 N Fifth St Marshall 62441	217-826-6394
Clark Co Ambulance Service	203 W Edgar St Casey 62420	217-932-5202
Richland Memorial Ambulance Service	800 E Locust St Olney 62450	618-395-4326
Richland County ETSB/Sheriff's Dept.	320 S Whittle Ave Olney 62450	618-393-2921
Crawford County ETSB/Sheriff's Dept.	203 S Jefferson Robinson 62454	618-546-1515
Greenup Fire Protection District	PO Box 885 Greenup 62428	217-923-5505
Casey Fire Department	10234 N 230th St Casey 62420	217-826-6394
Greenup Ambulance Service	PO Box 446 Greenup 62428	217-849-2280
Cumberland Co ETSB/Sheriff's Dept.	166 Courthouse Sq Greenup 62428	217-849-2571
Clay County ETSB	123 N Locust St Flora 62839	618-662-9111
Abbott EMS	(no permanent location)Effingham 62401	217-342-2101
Clark County ETSB	115 N 5th St Marshall 62441	217-826-6394
United Life Ambulance Service	301 S Cross Robinson 62454	618-544-3686
Olney Fire Department	501 N Walnut Olney 62450	618-392-6341

CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

Contracts - The contract for a new 9-1-1 system provider or for NG 9-1-1 service. ****SEE ATTACHED****

Network Diagram - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.01 grade of Service for cost savings and network efficiency. ****SEE ATTACHED****

FRONTIER CHARGES

MONTROSE MUTUAL CHARGES

VERIFICATION

TEST PLAN DESCRIPTION

1. Description of test plan

Test calls will be made for each carrier either prior to or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP. The wireline carriers will test from each exchange to make sure calls are routing to correct PSAP with proper ANI. Wireless and VOIP will test and ensure correct ANI/PHASE II and Coordinates are correctly displayed.

2. List wireline exchanges to be tested

Frontier

Montrose Mutual

Wabash

Consolidated(Fairpoint) Communications

3. List of wireless and VOIP Carriers to be tested.

Newwave communications

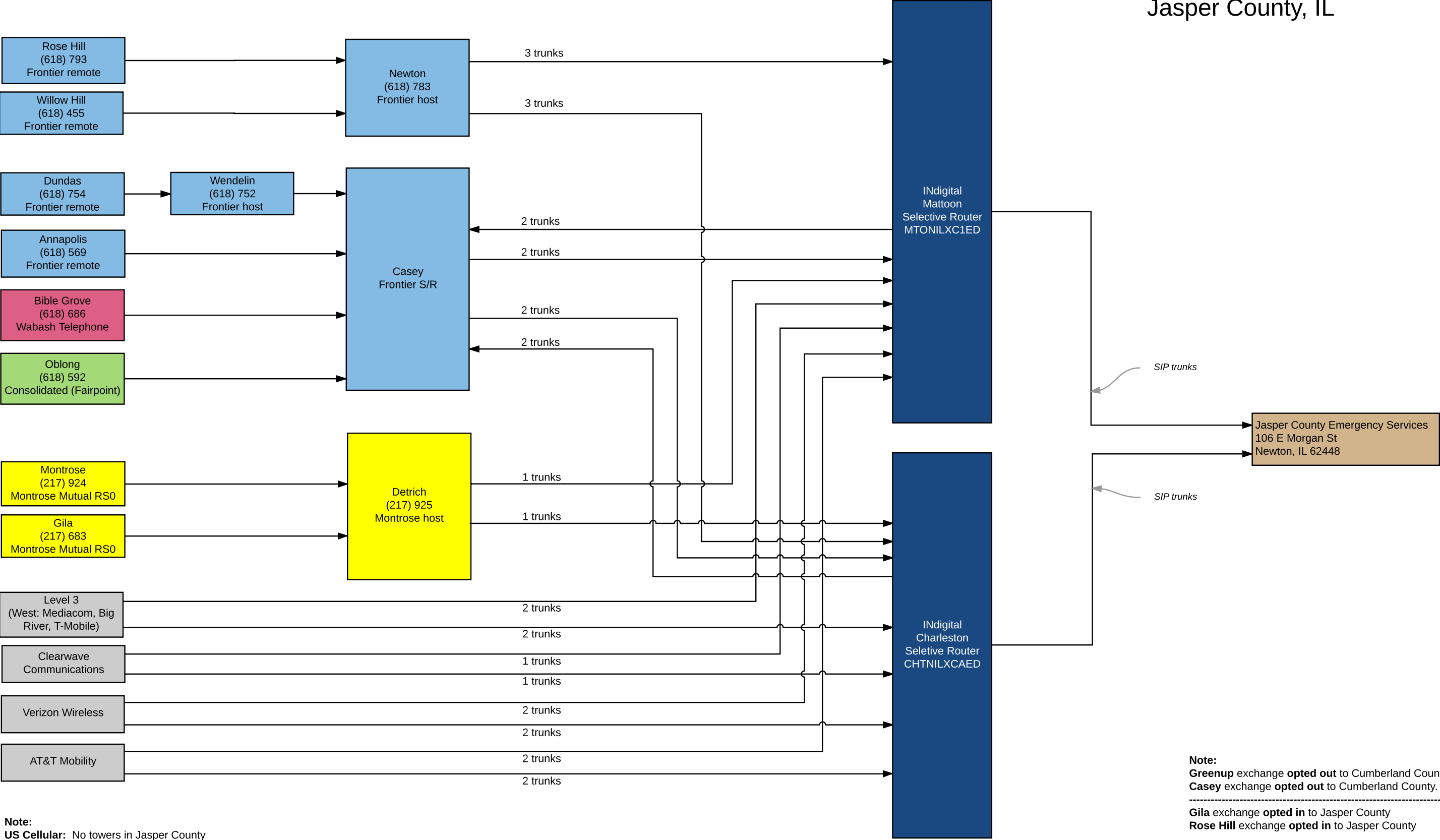
Verizon Wireless

AT&T

T-Mobile

Level 3 Communications

Proposed Trunking Diagram
Jasper County, IL



ENHANCED 9-1-1 SERVICES AGREEMENT

This Enhanced 9-1-1 Services Agreement (the "Agreement") is entered into this 27 day of June, **2017** by and between Communications Venture Corporation d/b/a INdigital telecom, an Indiana corporation ("INdigital") and Jasper County Illinois 9-1-1 acting by and through Jasper County 9-1-1 with authority as designated. INdigital and Jasper County 9-1-1 may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Jasper County 9-1-1 manages and operates the County wide enhanced emergency telephone system within Jasper County in the State of Illinois; and

WHEREAS, INdigital is a certificated telecommunications company operating within the State of Illinois which is in the business of providing enhanced 9-1-1 services within the State of Illinois in support of local units of government which manage and operate emergency telephone systems; and

WHEREAS, Jasper County 9-1-1 desires to purchase enhanced 9-1-1 services to operate its enhanced emergency telephone systems and use the services of INdigital in support of operation of its emergency telephone system.

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

1. **Definitions.** The following terms, when used herein, shall have the following meanings:

1.01. "Acceptance Date" is defined as the date on which Enhanced 9-1-1 services are deemed accepted by Jasper County 9-1-1 as provided in Section 3.02 of this Agreement.

1.02. "Deficiency Notice" is defined as the notice from Jasper County 9-1-1 to INdigital that a defect or deficiency with the Equipment exists as provided for under Section 4 of this Agreement.

1.03. "Enhanced 9-1-1 Service" is defined as a specialized telephone system which includes network switching; data base services and Public Safety Answering Point ("PSAP") premise elements capable of providing automatic location identification data, including the presentation of a call back number from the call originator, selective routing, selective transfer, fixed transfer.

1.04. "Equipment" is defined as the equipment and software used to answer Enhanced 9-1-1 calls.

1.05. "Facility" is defined as the Jasper County 9-1-1's facilities located at 106 E. Morgan St., Newton, IL 62448 and other locations as determined by Jasper County 9-1-1.

1.06. "Installation Notice" is defined as the notice from INdigital to Jasper County 9-1-1 as provided in Section 3.02 of this Agreement.

1.07. "Master Street Address Guide" or "MSAG" is the address information provide for under Section 5.01 of this Agreement.

1.08. "Payment Address" is defined as INdigital Telecom, 1616 Directors Row, Fort Wayne, IN 46808 or such other address as INdigital shall designate in writing from time to time.

1.09. "Primary PSAP" is defined as the location to which an enhanced 9-1-1 emergency call will first be selectively routed.

1.10. "Backup PSAP" is defined as a public safety answering point that serves as an alternate to the Primary PSAP and is at a different location and operates independently from the Primary PSAP. A backup PSAP may accept overflow calls from the PSAP or be activated in the event that the PSAP is disabled.

1.11. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by Jasper County 9-1-1 and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operations policy.

1.12. "Purchase Price" is as defined in Section 4.03 of this Agreement.

1.13. "Secondary PSAP" is defined as a location to which an enhanced 9-1-1 emergency call will be routed upon transfer by a Primary PSAP and is capable of receiving voice, data, and call back number for the transferred call.

1.14. "Schedule" is defined as the schedule contained on the attached **Exhibit B**.

1.15 "Service Commencement Date" is as defined as the date on which INdigital notifies Jasper County 9-1-1 that the Services provided for under Section 4 of this Agreement are available for use by Jasper County 9-1-1.

1.16. "Services" are defined as the Enhanced 9-1-1 Services provided by INdigital as defined in Section 4.01 of this Agreement.

1.17. "Term" is as defined in Section 2.01 of this Agreement and includes any renewal terms.

1.18. "Termination Charges" is as defined in Section 2.02 of this Agreement.

2. **Term; Early Termination; Payment Terms.**

2.01. **Term; Renewals.** The term of this Agreement shall be for a period of **5** years commencing on the first anniversary of the Service Commencement Date hereof and terminating on the **fifth** anniversary of the Service Commencement Date (the "Term"). The Term of this Agreement shall automatically renew for additional periods of one (x) year unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior the then current term.

2.02. **Early Termination by Jasper County 9-1-1.** This Agreement may be terminated during the Term by Jasper County 9-1-1, without cause, upon not less than ninety (90) days written notice to INdigital; provided, however, the Jasper County 9-1-1 shall be liable to INdigital for the following Termination Charges:

- (i) Any other charges owed INdigital hereunder accruing prior to the effective date of termination;

INdigital shall invoice Jasper County 9-1-1 for any Termination Charges, which shall be due and payable within thirty (30) days after invoice.

2.03. **Regulatory Requirements.** If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then the Parties shall attempt to mutually agree on a modification and amendment of this Agreement in such a way as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement, or if the entire Agreement is impacted in such a way as to make continuation impossible, either Party may terminate the Agreement with no further obligation or liability hereunder, and Jasper County 9-1-1 shall not be liable for any Early Termination Charges hereunder, except any outstanding amounts for services provided by INdigital prior to the effective date of termination.

2.04. **Termination for Cause.** In the event of a breach of any material term or condition of this Agreement by a Party, the non-breaching Party may terminate this Agreement upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. In the event INdigital terminates

this Agreement as a result of an uncured breach by Jasper County 9-1-1, Jasper County 9-1-1 shall be liable to INdigital for the Early Termination Charges provided for under Section 2.02 of this Agreement.

2.05. **Payment Terms.** INdigital shall invoice the Illinois State Police 9-1-1 Program office for all Enhanced 9-1-1 call delivery and database service amounts due and owing INdigital under this Agreement. Unless otherwise provided in this Agreement, all invoiced amounts shall be due and payable within thirty (30) days after the date of invoice. All payments shall be made to INdigital at the Payment Address.

3. **Equipment Purchase.**

Not applicable.

4. **Enhanced 9-1-1 Services.**

4.01. **Enhanced 9-1-1 Services.** During the Term, INdigital will provide the County with the Services to the County's Primary PSAP and Backup PSAP as more particularly described herein. INdigital will route the County's incoming 9-1-1 calls via dedicated-direct facilities to a PSAP, using a secondary network of private telephone facilities and the Equipment. The County's 9-1-1 call takers shall be able to transfer calls from the Primary PSAP to the proper agency (police, fire, etc.) or to a Secondary PSAP as needed to provide a response to the caller. INdigital shall automatically monitor all components of the enhanced 9-1-1 network with failures resulting in the generation of a trouble report. Surveillance and maintenance efforts by INdigital will include the tracking, identification, and notification of any automatically detected problem within one (1) hour of their occurrence. For all other network failures not related to an automatic Surveillance incident, INdigital will

respond with a resolution to any County initiated trouble report within four (4) hours. The Services shall include the following features:

- (i) Selective Routing (SR) and Selective Routing Database (SRdB). Selective Routing and the underlying Selective Routing Database provide for the routing of each 9-1-1 call to the primary PSAP serving the calling telephone's geographic location. Selective Routing service is required to match local governmental boundaries, and accommodates the nonconformity between telephone company rate center boundaries and the civil boundaries established by municipalities. This feature is provided by INdigital's network, and provides a data management system, the SRDB, to provide the capability for storing, updating, and retrieving the list of telephone numbers and the Emergency Service Number (ESN) representing the correct PSAP serving that particular telephone subscriber.
- (ii) (ANI) Automatic Number Identification. The ANI feature forwards the calling telephone number of the 9-1-1 caller to the PSAP, where it is displayed at the answering position.
- (iii) (ALI) Automatic Location Identification. The ALI feature provides a display at the PSAP which includes the data associated with the service address of the calling telephone number. This includes a hardware/software link to software used by the County for Computer Aided Dispatch ("CAD") that identifies the police, fire and ambulance jurisdictions corresponding to the location address. ALI information is automatically transferred from the call taking workstation and presented via a computer interface to the CAD system used by the County.
- (iv) Default Routing. Default Routing is used only when a 9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits, or other error that may bypass or result from impairment of the selective routing process. In

these instances, the call is routed to a default PSAP via a method and to a destination predetermined by Jasper County 9-1-1.

(v) Emergency Routing and/or Alternative Service Routing. These features provide for the controlled rerouting of 9-1-1 calls to an alternate PSAP designated by the County if service to a particular PSAP is disrupted or the PSAP is closed for other reasons. In addition, INdigital's selective routing network can be controlled by the County, or, with the proper authorization, other counties that have an inter-local agreement with the County.

(vi) Call Transfer. Call Transfer allows an established 9-1-1 call to be transferred to another PSAP or desired destination. Call Transfer permits a simultaneous three-way connection between the calling party, the transferring party, and the other PSAP or desired destination party. All transfers between PSAP's will include ANI and ALI information to the extent that 9-1-1 provider serving the destination PSAP permits such transfers to occur. Three types of Call Transfer are available:

1. Fixed Transfer transfers to another PSAP or desired destination by pushing preset button on the PSAP terminal equipment.
2. Manual Transfer transfers to another PSAP or desired destination by dialing the PSAP or desired destination's telephone number.
3. Automatic Transfer In the event calls are unanswered at a specific PSAP or desired destination within a designated time period, INdigital will provide automatic re-routing of 9-1-1 calls to a pre-designated call taking location to ensure service.

(vii) ALI Lookup. The Wireline ALI Lookup feature permits the PSAP attendant to obtain the location information for callers located within the jurisdiction boundaries of the County by entering the telephone number of the workstation keyboard in the absence of such location information on a 9-1-1 call.

(viii) ALI Data Base Maintenance and Error Correction. INdigital will update customer service information contained in the ALI records that make up the database for Jasper County 9-1-1 on a daily basis, and will provide notification of errors to the appropriate entities within 24 hours for corrective action. In addition to these provisions, INdigital will make a web browser based ALI records management interface available to the County. INdigital will provide initial training to a minimum of 2 persons designated by the County on the use of this database administration system. This system can be used by the County to make changes to the Master Street Address Guide serving the Jasper County 9-1-1 system in real time.

4.02. **Grade of Service.**

(i) The enhanced 9-1-1 system will be designed to provide an industry standard P.01 grade of service. The definition of this measurement metric will result in an average of one (1) busy out of one hundred (100) attempts to reach the primary PSAP. INdigital will provide traffic reports to the County to establish this measurement metric, and to the extent that additional facilities are required, INdigital will advise the County of the remedial or supplementary action that is needed, which remedial or supplementary action shall be at the County's cost and expense and billed to the Illinois State Police 9-1-1 Program Office.

(ii) INdigital will provide an initial response to an ALI request launched by the County within two (2) seconds or less on all calls, and within 20 seconds or less on certain wireless calls. INdigital will provide traffic reports to the County to establish this measurement metric, and to the extent that additional facilities are required, INdigital will advise the County of the remedial or supplementary action that is needed, which remedial or supplementary action shall be at the County's cost and expense and billed to the Illinois State Police 9-1-1 Program Office.

(iii) In addition, INdigital will provide such training to County personnel as INdigital deems reasonable on the use of the ALI update (a/k/a/ rebid) service features of the CPE used by the County for wireless 9-1-1 service.

4.03. **Monthly Recurring Charges.** The County shall pay INdigital an MRC

Program Office monthly in advance for the MRC. The MRC is based on the network configuration described in the attached **Exhibit B** and the following factors:

- (i) The number of PSAP workstations required, and the quantity of voice trunks needed to obtain a suitable P.01 grade of service;
- (ii) The number and type of standard and optional features requested;
- (iii) The quantity and types of record storage provided by INdigital;
- (iv) The quantity and type of Automatic Location Information (ALI) records stored by INdigital;
- (v) The quantity and type of database providers made available to the County for ALI data query; and
- (vi) The quantity and types of other data services provided by INdigital to the County.

In the event the Equipment configuration, network configuration and/or the foregoing factors change from the configuration provided for under this Agreement, INdigital reserves the right to adjust the MRC to reflect its reasonable costs of such changes (including overhead and profit margin) upon not less than thirty (30) days' notice to the County and the Illinois State Police 9-1-1 Program Office. The County shall have thirty (30) days after receipt of notice to dispute in writing an adjustment in the MRC or it shall be deemed accepted by the County. If the County disputes the adjustment of the MRC within thirty (30) days, the parties shall attempt to

resolve such dispute through informal means at the executive management level. If the parties cannot resolve the dispute informally within thirty (30) days after the dispute notice is received by INdigital, the County shall have thirty (30) days to request in writing that the disputed adjustment be submitted to binding arbitration or the adjustment shall be deemed accepted. If the County timely demands arbitration, the dispute shall be arbitrated in accordance with the arbitration provision of this Agreement.

4.04. **Third Party Service Charges.** Unless specifically listed on **Exhibit C**, the MRC does not include the cost of services which may be charged by any other telephone utility which may provide enhanced 9-1-1 data, information, services or facilities to the County.

4.06. **Modification of Services.** Additional services, service modifications, and deletions of service elements that comprise the Enhanced 9-1-1 Services will not be made except upon the prior written approval of the County's 9-1-1 director or authorized designee and INdigital. The County's 9-1-1 director is that person assigned by the County from time to time to oversee the functions of 9-1-1 call taking and dispatch operations. This person also acts as INdigital's point of contact during implementation of the Equipment and Services. The cost of additions, modifications, and deletions to the Enhanced 9-1-1 Services provided by INdigital will be billed to the Illinois State Police 9-1-1 Program Office and be formalized by an addendum or modification of this Agreement.

5. County Responsibilities.

5.01 **Master Street Address Guide.** Within ten (10) days after the Effective Date, the County shall provide INdigital with the location of PSAPs within Jasper County and furnish to INdigital a usable description of the geographic area covered by each PSAP. Such description shall include street names, street addresses, and

number ranges and/or such other information as may be mutually agreed to by INdigital and the County. The delineation and format of this information shall be as mutually agreed upon by the parties. This information shall collectively be known as the Master Street Address Guide or MSAG. The ongoing updates to the description of such MSAG geographic areas, and the updating of such information, shall be the County's sole responsibility. Jasper County 9-1-1 further agrees to furnish to INdigital, from time to time, any updated geographic information necessary to the provisioning of enhanced 9-1-1 services. INdigital agrees to complete geographic information updates within ten (10) business days from the date INdigital's database administrator receives written notification from the County's authorized contact. In the event the magnitude of the update precludes INdigital from completing work within ten (10) days, INdigital will contact the County to establish an acceptable due date.

5.02. **Suitability of Environmental Space for 9-1-1 Equipment.** The County, at its sole cost and expense, shall be responsible for the condition of any of the County's PSAP site's electrical bonding and grounding must meet standard electrical codes, and compliance with such condition will be inspected by INdigital, who will issue a report of their findings. INdigital will assist in the assessment of the PSAP's bonding and grounding where remedial action is indicated. The condition of a PSAP sites' environmental controls for temperature and humidity shall also be the responsibility of the County and shall be within the specifications set out by the manufacturer of the equipment used by INdigital. INdigital will assist in the assessment of the PSAP's environmental controls where remedial action is indicated.

5.03. **Suitability of Network Connectivity Provided by Third Parties.** The County's enhanced 9-1-1 network may upon mutual agreement of the parties utilize certain connectivity arrangements that are not explicitly provided by INdigital. Where and as necessary, INdigital will assist these third parties in the proper configuration of these connectivity arrangements. If the use of any third party connection arrangements would result in impairments to the quality and/or

reliability of the Services, INdigital reserves the right to correct these deficiencies at the County's sole cost and expense through the provisioning of substitute network elements until the deficiencies are mitigated.

5.04. **Unauthorized Use of Service.** It is understood and agreed by the Parties that the furnishing of ANI and ALI information pertaining to incoming 9-1-1 calls is to be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency, and such use shall conform to applicable state statutes. Misuse of the ANI or ALI information by a PSAP may, at the discretion of INdigital, result in the suspension of Enhanced 9-1-1 Services until such time that conforming use can be re-established.

6. Warranties; Disclaimer.

6.01. **Warranties.** INdigital represents and warrants to Jasper County 9-1-1 that it has the right to provide the Services specified herein and has the right, power and authority to enter into and perform its obligations under this Agreement. INdigital represents and warrants that the Services are in compliance with all applicable federal, state and local laws, rules and regulations and administrative and regulatory requirements, and INdigital shall be responsible for obtaining and maintaining all approvals, registrations and certifications required by such authorities. INdigital represents and warrants that the Services shall not infringe the copyright, patent, trademark or other intellectual property right of a third party. INdigital represents and warrants that the equipment and services which it provides pursuant to this Agreement will perform as represented.

6.02. **Disclaimer of Warranties.** OTHER THAN THE WARRANTIES SET FORTH HEREIN, INDIGITAL MAKES NO WARRANTY TO JASPER COUNTY 9-1-1 OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR

FITNESS FOR ANY PURPOSE OF ANY SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY INDIGITAL ARE HEREBY EXCLUDED AND DISCLAIMED. INDIGITAL MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO INFORMATION, DATA, OR FACILITIES PROVIDED BY ANY OTHER TELEPHONE UTILITY WHICH MAY ALSO PROVIDE ENHANCED 9-1-1 SERVICES TO JASPER COUNTY 9-1-1. FOR PURPOSES OF THIS SECTION, THE TERM "INDIGITAL" SHALL BE DEEMED TO INCLUDE INDIGITAL, ITS OFFICERS, AGENTS AND EMPLOYEES.

7. Limitation of Liability; Indemnification.

7.01. Limitation of Liabilities; Indemnification.

(i) EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL INDIGITAL BE LIABLE TO JASPER COUNTY 9-1-1 OR ANY THIRD PARTY IN ANY RESPECT FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF INDIGITAL HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. JASPER COUNTY 9-1-1 AGREES THAT INDIGITAL'S TOTAL LIABILITY TO JASPER COUNTY 9-1-1 OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO CONTRACT LIABILITY OR INDIGITAL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID TO INDIGITAL HEREUNDER. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS LIMITING INDIGITAL'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ATTRIBUTABLE TO INDIGITAL, ITS EMPLOYEES, AGENTS OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.

(ii) The Services and equipment provided hereunder by INdigital is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person or entity other than Jasper County 9-1-1.

7.02. **Indemnification.** INdigital shall defend and hold Jasper County 9-1-1 harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of Jasper County 9-1-1 to the extent caused by the negligence or intentional acts or omissions of INdigital, its officers, employees, agents or consultants.

8. General Provisions.

8.01. **Independent Contractor.** The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

8.02. **Force Majeure.** Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, terrorism, vandalism, storms or other similar catastrophes, national emergencies, insurrections, riots or wars.

8.03. **Waivers.** Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

8.04. **Survival.** The indemnifications, covenants and agreements of the Parties contained in this Agreement, including, but not limited to Jasper County 9-1-1's obligations to ensure that the Illinois State Police 9-1-1 Program Office pays

all amounts due hereunder, shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

8.05. **Confidentiality.** (i) Each Party agrees that all information furnished to it by the other Party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the disclosing Party and shall remain the sole and exclusive property of the disclosing Party.

(ii) The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information: (i) which is or becomes public knowledge through no fault of the receiving Party; (ii) which is in the lawful possession of the receiving Party prior to disclosure to it by the disclosing Party (as confirmed by the receiving Party's records); (iii) which is disclosed to the receiving Party without restriction on disclosure by a person who has the lawful right to disclose the information; or (iv) which is disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving Party is requested or legally compelled by a governmental agency or court of competent jurisdiction to disclose any Proprietary Information of the disclosing Party, the receiving Party shall give notice to the disclosing Party so that the disclosing party may immediately attempt to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued and narrowing as much as possible the request.

(iii) Any obligations of the Parties relating to confidentiality shall survive termination of this Agreement.

8.06. **Entire Agreement.** This Agreement and all Exhibits, Schedules and other attachments incorporated herein, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior

agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement, whether written or oral.

8.07. **Construction.** The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.

8.08. **Assignment.** Neither Party shall assign any right or obligation under this Agreement without the other Party's written consent, which consent shall not be unreasonably withheld. Any attempted assignment shall be void, except that either party may assign moneys due or to become due it, provided that (a) the assigning party gives the other party at least thirty (30) days prior written notice of such assignment, and (b) such assignment does not impose upon the other party obligations to the assignees other than the payment of such moneys. Notwithstanding the foregoing, INdigital may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee, the assignor shall be discharged of any liability under this Agreement. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

8.09. **Notices.** All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, or overnight delivery and shall be deemed delivered three days after mailing if mailed by regular mail. All notices shall be addressed as follows, or to such other address as each of the Parties may notify the other.

If to INdigital: INdigital Telecom
 Attn: Contract Administration

1616 Directors Row
Fort Wayne, IN 46808
FAX: 260 – 469 – 4329

If to the Jasper County 9-1-1:

Jasper County 9-1-1
106 E. Morgan St.
Jasper, IL 62448

8.10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

8.11. **Compliance with Laws.** During the term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to this Agreement and to their respective businesses. Further, each Party shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communications Commission, a state Public Utilities or Service Commission, or any other governmental body or agency having jurisdiction over its business, provided however, that INdigital shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communication Commission, a state Public Utilities or Service Commission, or any other governmental body or agency for the Services under this Agreement. Upon request, a Party will supply copies of such permits, certifications, authorizations, licenses and similar documentation. This Agreement is subject to all terms and conditions of INdigital or other relevant tariffs or other rules and regulations of the State of Illinois, and all applicable federal and state and local laws.

8.12. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of INdigital and Jasper County 9-1-1, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including end-users.

9.13. **Amendments.** Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an authorized officer of INdigital and an authorized officer of Jasper County 9-1-1.

9.14. **Severability.** The illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision or portion hereof. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

9.15. **Adequate Counsel.** By its signature below, each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by their respective counsel and that each Party has been advised as to its legal rights, duties and obligations under this Agreement.

9.16. **Mediation** All claims and disputes arising out of the Agreement shall be decided utilizing a mediator selected by agreement of the parties from a list of individuals supplied by the Jasper County 9-1-1 Common Pleas Court and qualified under the Illinois Rules of Alternative Dispute Resolution. The parties hereto agree that time is of the essence hereunder and, as such, they agree to schedule a mediation upon the first available date, with the intent being to obtain a final resolution to any dispute as quickly as possible. If the parties hereto are unable to reach a resolution of the dispute through mediation, then all claims or disputes may be pursued in an appropriate court of competent jurisdiction.

9.17. **Annual Availability of Funding** In the event that Jasper County 9-1-1 is not able to obtain funding, after affirmatively requesting such funding, for any

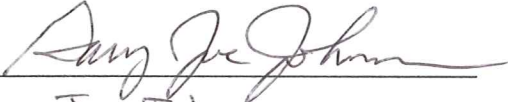
sums due INdigital in accordance with this Agreement, Jasper County 9-1-1 may terminate this Agreement on thirty (30) days written notice to INdigital. In such event, Jasper County 9-1-1 agrees that it shall reimburse INdigital for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total sum otherwise payable by Jasper County 9-1-1 under this Agreement. INdigital and Jasper County 9-1-1 understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

9.18. **Governing Law; Exclusive Jurisdiction; Exclusive Venue** This Agreement is entered into in Illinois and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and the law of conflicts) of the State of Illinois. Courts of competent authority located in Jasper County, Illinois shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

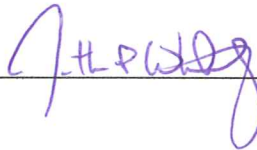
IN WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement on the date first above written.

Jasper County 9-1-1

**Acting by and through its
Emergency Telephone System Board**

By 
Gary Joe Johnson
Chairman

**Communication Venture
Corporation
d/b/a INdigital Telecom**

By 

Schedule of Exhibits:

Exhibit A – Schedule of Events

Exhibit B – Proposed Network Configuration

Exhibit C – Price List

Exhibit A
Schedule of Events

Contract signing	<i>To Be Determined</i>
System Conversion	<i>To Be Determined</i>

EXHIBIT B

Network Configuration

See Jasper County, IL
Proposed Trunking Diagram

To be provided as developed

**ENHANCED 9-1-1 SERVICES AND
EQUIPMENT PURCHASE / MAINTENANCE AGREEMENT**

This Enhanced 9-1-1 Services and Equipment Purchase/Maintenance Agreement (the "Agreement") is entered into this 27 day of June, **2017** by and between Communications Venture Corporation d/b/a INdigital, an Indiana corporation ("INdigital") and the Jasper County, IL ETSB. INdigital and the ETSB may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the ETSB manages and operates the countywide enhanced emergency telephone system within Jasper County in the State of Illinois; and

WHEREAS, INdigital is a certificated telecommunications company operating within the State of Illinois which is in the business of providing enhanced 9-1-1 services within the State of Illinois in support of local units of government which manage and operate emergency telephone systems; and

WHEREAS, the ETSB desires to purchase equipment to operate its enhanced emergency telephone systems and use the services of INdigital in support of operation of its emergency telephone system.

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

1. **Definitions.** The following terms, when used herein, shall have the following meanings:

1.01. "Acceptance Date" is defined as the date on which the Equipment is deemed accepted by the ETSB as provided in Section 3.02 of this Agreement.

1.02. "Deficiency Notice" is defined as the notice from the ETSB to INdigital that a defect or deficiency with the Equipment exists as provided for under Section 3.02 of this Agreement.

1.03. "Enhanced 9-1-1 Service" is defined as a specialized telephone system which includes network switching; data base services and Public Safety Answering Point ("PSAP") premise elements capable of providing automatic location

identification data, including the presentation of a call back number from the call originator, selective routing, selective transfer, fixed transfer.

1.04. "Equipment" is defined as the equipment and software listed on the attached **Exhibit A**.

1.05. "Facility" is defined as the ETSB's facilities located at 106 E. Morgan St., Newton, IL 62448 and other locations as determined by the ETSB.

1.06. "Installation Notice" is defined as the notice from INdigital to the ETSB as provided in Section 3.02 of this Agreement.

1.07. "Master Street Address Guide" or "MSAG" is the address information provide for under Section 5.01 of this Agreement.

1.08. "MRC" is defined as the monthly recurring charge for the Services as provided for under Section 4.03 of this Agreement.

1.09. "Payment Address" is defined as INdigital Telecom, 1616 Directors Row, Fort Wayne, IN 46808 or such other address as INdigital shall designate in writing from time to time.

1.10. "Primary PSAP" is defined as the location to which an enhanced 9-1-1 emergency call will first be selectively routed.

1.11. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by the ETSB and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operations policy.

1.12. "Purchase Price" is as defined in Section 3.01 of this Agreement.

1.13. "Secondary PSAP" is defined is a location to which an enhanced 9-1-1 emergency call will be routed upon transfer by a Primary PSAP.

1.14. "Schedule" is defined as the schedule contained on the attached **Exhibit C**.

1.15 "Service Commencement Date" is as defined as the date on which INdigital notifies the ETSB that the Services provided for under Section 4 of this Agreement are available for use by the ETSB.

1.16. "Services" are defined as the Enhanced 9-1-1 Services provide by INdigital as defined in Section 4.01 of this Agreement.

1.17. "Specifications" are those specifications contained in the attached **Exhibit B**.

1.18. "Term" is as defined in Section 2.01 of this Agreement and includes any renewal terms.

1.19. "Termination Charges" is as defined in Section 2.02 of this Agreement.

2. **Term; Early Termination; Payment Terms.**

2.01. **Term; Renewals.** The term of this Agreement shall be for a period of 1 year commencing on the date hereof and terminating on the anniversary of the Service Commencement Date (the "Term"). The Term of this Agreement shall automatically renew for additional periods of one (1) year unless the ETSB puts in writing of its intent to renew at least ninety (90) days prior the then current term.

2.02. **Early Termination by ETSB.** This Agreement may be terminated during the Term by the ETSB, without cause, upon not less than ninety (90) days written notice to INdigital; provided, however, the ETSB shall be liable to INdigital for the following Termination Charges:

- (i) The Purchase Price to the extent not previously paid;
- (ii) The Installation Charge to the extent not previously paid;
- (iii) Any Maintenance Fees chargeable through the effective date of Termination;
- (iv) Any other charges owed INdigital hereunder accruing prior to the effective date of termination; and
- (v) Any third party cancellation charges incurred by INdigital as a result of the ETSB's early termination of this Agreement.

INDigital shall invoice the ETSB for any Termination Charges, which shall be due and payable within thirty (30) days after invoice.

2.03. **Regulatory Requirements.** If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then the Parties shall attempt to mutually agree on a modification and amendment of this Agreement in such a way as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement, or if the entire Agreement is impacted in such a way as to make continuation impossible, either Party may terminate the Agreement with no further obligation or liability hereunder, and the ETSB shall not be liable for any Early Termination Charges hereunder, except any non-recurring fees INDigital incurs from other suppliers in connection with termination of the Agreement and any outstanding amounts for services provided by INDigital prior to the effective date of termination.

2.04. **Termination for Cause.** In the event of a breach of any material term or condition of this Agreement by a Party, the non-breaching Party may terminate this Agreement upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. In the event INDigital terminates this Agreement as a result of an uncured breach by the ETSB, the ETSB shall be liable to INDigital for the Early Termination Charges provided for under Section 2.02 of this Agreement.

2.05. **Payment Terms.** INDigital shall invoice the ETSB for all amounts due and owing INDigital under this Agreement. Unless otherwise provide in this Agreement, all invoiced amounts shall be due and payable within thirty (30) days after the receipt of invoice. All payments shall be made to INDigital at the Payment Address.

3. **Equipment Purchase and Installation.**

3.01. **Equipment Purchase.** The ETSB hereby agrees to purchase the hosted Solacom 911 hardware and software, the INdigital standard textTTY solution and associated first year Texty services, the first year of annual hosted controller services and the first year of MEVO backup service from INdigital for the sum of

[REDACTED] The ETSB shall pay INdigital the Purchase Price as follows:

- (i) Fifty percent (50%) of the Purchase price within thirty (30) days after execution of this Agreement by both parties;
- (ii) Fifty percent (50%) of the Purchase Price within thirty (30) business days after the Acceptance Date.

3.02. **Equipment Installation.** INdigital agrees to install the Equipment in a workmanlike manner, consistent with the manufacturer's instructions and the specifications attached hereto as **Exhibit B** (the "Specifications") at the Facility or Facilities specified by the ETSB no later than the dates as indicated on the Schedule. Upon completion of the Equipment installation, INdigital shall notify the ETSB in writing that the Equipment has been installed and is ready for use (the "Installation Notice"), whereupon the ETSB shall have thirty (30) days to test the Equipment and notify INdigital in writing of any defect or deficiency in the Equipment that does meet the Specifications (a "Deficiency Notice"). INdigital shall promptly cure any reported defect or deficiency in a timely manner and then issue the ETSB a new Installation Notice. If the ETSB does not issue a Deficiency Notice to INdigital within thirty (30) days after receipt of an Installation Notice, then the Equipment shall be deemed to meet the Specifications and to have been accepted by the ETSB upon such tenth day (the "Acceptance Date").

3.03. **Equipment Facilities.** The ETSB agrees to provide at all times during the Term climate controlled facilities at the Facility for the proper installation and operation of the Equipment in accordance with the manufacturer's specifications. The ETSB shall provide all necessary heat, A/C and electricity where the Equipment is located within the Facility for proper operation of the Equipment. In addition to the foregoing, the ETSB shall install or caused to be installed all telecommunications

and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under this Agreement.

3.04. **Equipment Preventative Maintenance.** After the completion of the one (1) year warranty term, INdigital shall provide preventative maintenance services on the hosted Solacom Guardian solution and Mobile MEVO crash kit for the Jasper County PSAP for a period of one (1) year for the Equipment in accordance with the manufacturer's specifications for a fee of [REDACTED] to be paid by the ETSB as follows:

- (i) One hundred percent (100%) of the Preventative Maintenance Purchase Price within five (5) business days after the expiration of the one (1) year warranty period.

3.04.1 **Texty, MEVO and Hosted Controller Annual Service Fees.** Year two (2) and for each additional year Jasper County utilizes the services, INdigital shall provide Jasper County INdigital's Texty service for an annual fee of [REDACTED]

service and annual hosted controller services to be paid within five (5) business days of the previous year's annual service contract completion.

3.05. **Equipment Emergency Maintenance.** In the event the Equipment malfunctions or fails to operate, the ETSB shall promptly notify INdigital. INdigital repair personnel will be available to handle any incidences of trouble on a 24 hour a day basis. For all other matters not related to an automatic surveillance incident, INdigital will respond with a resolution to any ETSB initiated trouble report within 2 hours, subject to these terms and conditions. INdigital shall timely respond to any such emergency maintenance requirement and shall use diligence efforts to restore the Equipment to operation as soon as possible. During such emergency maintenance event, INdigital will keep the ETSB informed of the status of its maintenance efforts at least every 30 minutes until the Equipment is restored to operation.

If the emergency maintenance event is determined by INdigital to be caused by the ETSB, its agent or any party not authorized by INdigital and not to be the result of any failure on its part to provide preventative maintenance services as required by the manufacturer of the Equipment the ETSB shall pay INdigital for such services at its then current maintenance time and material rates, which rates may be changed by INdigital from time to time upon not less than thirty (30) days prior notice to the ETSB. INdigital's time and material rates as of the date of this Agreement are identified on the attached **Exhibit D**.

3.06. **Facilities Access.** INdigital shall be provided access at any reasonable time to the Facility and to the PSAP locations where INdigital provides the Services. The ETSB shall provide INdigital with access to the Facility where the Equipment is located 24 hours per day, seven days per week. INdigital will comply with the ETSB's rules and regulations for access to the Facility and with the PSAP's rules and regulations for access to the PSAP locations.

4. **Enhanced 9-1-1 Services.**

4.01. **Third Party Service Charges.** Unless specifically listed on **Exhibit E**, the MRC does not include the cost of services which may be charged by any other telephone utility which may provide enhanced 9-1-1 data, information, services or facilities to the County.

4.02. **Modification of Services.** Additional services, service modifications, and deletions of service elements that comprise the Enhanced 9-1-1 Services will not be made except upon the prior written approval of the ETSB's 9-1-1 director or authorized designee and INdigital. The ETSB's 9-1-1 director is that person assigned by the ETSB from time to time to oversee the functions of 9-1-1 call taking and dispatch operations. This person also acts as INdigital's point of contact during implementation of the Equipment and Services. The cost of additions, modifications, and deletions to the Enhanced 9-1-1- Services provided by INdigital will be billed to the ETSB and be formalized by an addendum or modification of this Agreement.

5. **ETSB Responsibilities.**

5.01. **Suitability of Environmental Space for 9-1-1 Equipment.** The ETSB, at its sole cost and expense, shall be responsible for the condition of any of the County's PSAP site's electrical bonding and grounding must meet standard electrical codes, and compliance with such condition will be inspected by INdigital, who will issue a report of their findings. INdigital will assist in the assessment of the PSAP's bonding and grounding where remedial action is indicated. The condition of a PSAP sites' environmental controls for temperature and humidity shall also be the responsibility of the ETSB and shall be within the specifications set out by the manufacturer of the equipment used by INdigital. INdigital will assist in the assessment of the PSAP's environmental controls where remedial action is indicated.

6. Warranties; Disclaimer.

6.01. **Warranties.** INdigital represents and warrants to the ETSB that it has the right to provide the Services specified herein and has the right, power and authority to enter into and perform its obligations under this Agreement. INdigital represents and warrants that the Services are in compliance with all applicable federal, state and local laws, rules and regulations and administrative and regulatory requirements, and INdigital shall be responsible for obtaining and maintaining all approvals, registrations and certifications required by such authorities. INdigital represents and warrants that the Services shall not infringe the copyright, patent, trademark or other intellectual property right of a third party. INdigital represents and warrants that the equipment and services which it provides pursuant to this Agreement will perform as represented.

6.02. **Disclaimer of Warranties.** OTHER THAN THE WARRANTIES SET FORTH HEREIN, INDIGITAL MAKES NO WARRANTY TO THE ETSB OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY INDIGITAL ARE HEREBY EXCLUDED AND DISCLAIMED. INDIGITAL MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO INFORMATION, DATA, OR FACILITIES PROVIDED BY ANY OTHER TELEPHONE UTILITY WHICH MAY ALSO PROVIDE ENHANCED 9-1-1 SERVICES TO THE COUNTY. FOR PURPOSES OF THIS SECTION, THE TERM "INDIGITAL" SHALL BE DEEMED TO INCLUDE INDIGITAL, ITS OFFICERS, AGENTS AND EMPLOYEES.

7. Limitation of Liability; Indemnification.

7.01. Limitation of Liabilities; Indemnification.

(i) EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL INDIGITAL BE LIABLE TO THE ETSB OR ANY THIRD PARTY IN ANY RESPECT FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF INDIGITAL HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. ETSB AGREES THAT INDIGITAL'S TOTAL LIABILITY TO COUNTY OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY COUSE, INCLUDING BUT NOT LIMITED TO CONTRACT LIABILITY OR INDIGITAL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID TO INDIGITAL HEREUNDER. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS LIMITING INDIGITAL'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ATTRIBUTABLE TO INDIGITAL ITS EMPLOYEES OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.

(ii) The Services and the services provided hereunder by INdigital is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person or entity other than the ETSB. In the event of any interruption of the Services, neither INdigital, operating as a telephone utility / exchange provider, nor its officers, directors, employees and agents shall be liable for any injuries, death, or loss to person or property incurred by any person

In addition to the foregoing and to the fullest extent permitted by law, INdigital and its employees, directors, offices, and agents shall not be liable for any damages for injuries, death or loss to persons or property as a result of any act or omission of INdigital or its employees, directors, offices, and agents in connection with the provision of the Services hereunder, including, but not limited to developing, adopting, implementing, maintaining, providing data to, or operating an enhanced emergency telephone system, including an emergency telephone notifications system, or an enhanced wireless 911 service. The ETSB agrees to indemnify, defend and hold INdigital, its employees, directors, offices, and agents harmless from and against all such claims.

7.02. **Indemnification.** To the extent permitted by law, the parties to this Agreement will defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party.

8. General Provisions.

8.01. **Independent Contractor.** The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

8.02. **Force Majeure.** Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, terrorism, vandalism, storms or other similar catastrophes, national emergencies, insurrections, riots or wars.

8.03. **Waivers.** Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

8.04. **Survival.** The indemnifications, covenants and agreements of the ETSB contained in this Agreement, including, but not limited to the ETSB's obligations to pay all amounts due hereunder, shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

8.05. **Confidentiality.** (i) Each Party agrees that all information furnished to it by the other Party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the disclosing Party and shall remain the sole and exclusive property of the disclosing Party.

(ii) The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information: (i) which is or becomes public knowledge through no fault of the receiving Party; (ii) in the lawful possession of the receiving Party

prior to disclosure to it by the disclosing Party (as confirmed by the receiving Party's records); (iii) disclosed to the receiving Party without restriction on disclosure by a person who has the lawful right to disclose the information; or (iv) disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving Party is requested or legally compelled by a governmental agency or court of competent jurisdiction to disclose any Proprietary Information of the disclosing Party with prompt written notice of such requests and the receiving Party shall make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued and narrowing as much as possible the scope of disclosure.

(iii) Each Party acknowledges that its breach or threatened breach of this Section shall cause the disclosing Party irreparable harm that would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving Party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the disclosing Party may be entitled.

(iv) Any obligations of the Parties relating to confidentiality shall survive termination of this Agreement.

8.06. **Entire Agreement.** This Agreement and all Exhibits, Schedules and other attachments incorporated herein, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement, whether written or oral.

8.07. **Construction.** The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.

8.08. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, excluding its conflict of law provisions.

8.09. **Assignment.** Neither Party shall assign any right or obligation under this Agreement without the other Party's written consent, which consent shall not be unreasonably withheld. Any attempted assignment shall be void, except that

either party may assign moneys due or to become due it, provided that (a) the assignment party gives the other party at least thirty (30) days prior written notice of such assignment, and (b) such assignment does not impose upon the other party obligations to the assignees other than the payment of such moneys. Notwithstanding the foregoing, INdigital may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee, the assignor shall be discharged of any liability under this Agreement. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

8.10. **Notices.** All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, or overnight delivery and shall be deemed delivered three days after mailing if mailed by regular mail. All notices shall be addressed as follows, or to such other address as each of the Parties may notify the other.

If to INdigital: INdigital Telecom

 ATTN: Contract Administration

 1616 Directors Row

 Fort Wayne, IN 46808

 FAX: 260 – 469 – 4329

If to the ETSB: Jasper County ETSB

 106 E. Morgan St.

 Newton, IL 62448

8.11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

8.12. **Compliance with Laws.** During the term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to this Agreement and to their respective businesses. Further, each Party shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communications Commission, a state Public Utilities or Service Commission, or any other governmental body or agency having jurisdiction over its business, provided however, that INdigital shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communication Commission, a state Public Utilities or Service Commission, or any other governmental body or agency for the Services under this Agreement. Upon request, a Party will supply copies of such permits, certifications, authorizations, licenses and similar documentation. This Agreement is subject to all terms and conditions of INdigital or other relevant IURC tariffs or other rules and regulations of the Indiana Utility Regulatory Commission, and all applicable federal and state and local laws.

8.13. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of INdigital and the ETSB, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including end-users.

8.14. **Amendments.** Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an authorized officer of INdigital and an authorized officer of the ETSB.

8.15. **Severability.** The illegality of unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision or portion hereof. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

8.16. **Adequate Counsel.** By its signature below, each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by their respective counsel and that each Party has been advised as to its legal rights, duties and obligations under this Agreement.

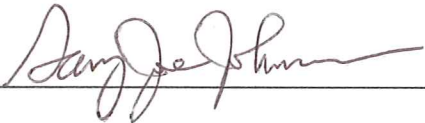
8.17. **Mediation** All claims and disputes arising out of the Agreement shall be decided utilizing a mediator selected by agreement of the parties from a list of individuals supplied by Jasper County ETSB and qualified under the Indiana Rules of Alternative Dispute Resolution. The parties hereto agree that time is of the essence hereunder and, as such, to set a mediation hearing upon the first available date, with the intent being to obtain a final resolution to any dispute as quickly as possible. If the parties hereto are unable to reach a resolution of the dispute through mediation, then all claims or disputes may be pursued in an appropriate court of competent jurisdiction.

8.18. **Annual Availability of Funding** In the event that ETSB is not able to obtain funding, after affirmatively requesting such funding, for any sums due INdigital in accordance with this Agreement, the ETSB may terminate this Agreement on thirty (30) days written notice to INdigital. In such event, the ETSB agrees that it shall reimburse INdigital for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total sum otherwise payable by the ETSB under this Agreement. INdigital and the ETSB understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

8.19 **Governing Law; Exclusive Jurisdiction; Exclusive Venue** This Agreement is entered into in Illinois and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and no the law of conflicts) of the State of Illinois. Courts of competent authority located in Jasper County shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

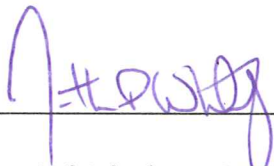
IN WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement on the date first above written.

Jasper County ETSB

By _____

**Communication Venture
Corporation**

d/b/a INdigital Telecom

By _____
Jon Whirledge, CFO

Schedule of Exhibits:

Exhibit A – List of Equipment and Software

Exhibit B – Specifications

Exhibit C – Installation Schedule

Exhibit D – Time and Material Rates

Exhibit E – Equipment and Network Configuration

Exhibit F – Price List

INdigital will install and train on the Solacom Guardian equipment and software as outlined in Exhibit A – Equipment and Software.

INdigital will provide the ongoing support and monitoring services for the Soalcom Guardian hardware and software outlined in Exhibit A for a period of one year under warranty.

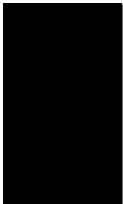
Additional years of annual maintenance/support following the one year warranty period can be provided by INdigital for the hardware and software identified in Exhibit A – Equipment and Software for an additional fee.

INdigital will provide the texTTY software (to be loaded on existing Jasper County hardware) and texTTY text to and from 911 services (for an initial 1 year term) as outlined in Exhibit A – Equipment and Software.

Exhibit C
Schedule of Events

Contract signing	<i>To Be Determined</i>
System Conversion	<i>To Be Determined</i>
Training and installation dates	<i>To Be Determined</i>

EXHIBIT D
TIME AND MATERIALS RATES

<u>Consultant Level</u>	<u>Rate (\$/Hour)</u>
Senior Network Technician	
Network Technician	
Senior Field Technician	
Field Technician	

Material rates under this Exhibit will be determined on a case by case basis. A detailed Time and Materials quote will be provided to the ETSB prior to the commencement of work under this Exhibit. All work under this agreement will be completed with the consent and approval of the ETSB.

EXHIBIT E
EQUIPMENT AND NETWORK CONFIGURATION

INdigital is providing the hosted Solacom Guardian product line. These products have been designed and engineered specifically for the enhanced 9-1-1 environment. The PSAP equipment will also include personal computers serving as call taking workstations, Uninterruptable Power Supplies (UPS) and telephone interface equipment. The Solacom Guardian system will be interfaced to the current the County's Computer Aided Dispatch (CAD) system, the existing telephone system and the existing two-way radio equipment. The Solacom Guardian equipment suite is fully redundant, and makes extensive use of Internet Protocol (IP) technology. While the National Exchange Numbering Association has not yet published final 'Next Generation 9-1-1 [NG911]' standards, the Solacom Guardian platform will be fully compliant with these standards when they emerge and are finalized.

System Configuration

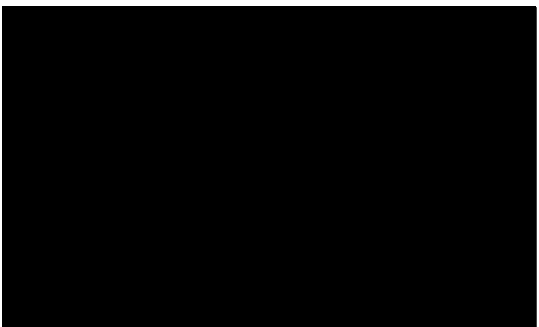
Full detail regarding the type, quantity and models of equipment is more fully described in Exhibit A, which comprises the equipment list of this installation. In narrative format, INdigital will provide Jasper County with enhanced 9-1-1 service configured for sites as follows:

<u>Primary PSAPs</u>	<u>Positions</u>	<u>Trunks</u>
Jasper County Sheriff's Office	2	4

This system is sized based on now current call taking positions. Should the County's needs change or evolve, the parties can negotiate changes to these initial configurations as needed, and put them in place by mutual agreement. In the

event a mutual agreement cannot be reached, the derived unit pricing of this original agreement shall be used.

Exhibit F – Summary Price List

Solacom Guardian 911 CPE	Equipment/Software	Annual Maintenance
Jasper County Sheriff's Office PSAP -		
MEVO Backup Service – 1 st year		
INdigital textTTY		
textTTY setup & license's - 2 positions		
textTTY annual service fee (standard)		
*first year service additional years billed separately beginning year two at same rate		

Hosted Controller Annual Charges*

Per Answer Position 

Solacom cpe/Texty/Hosted Controller Total 

Other New Network **

As outlined in INdigital Jasper County IL Network Services Agreement**

*Starts year one and applies each year that the service is in use

**To be billed directly to Illinois State Police 911 Program as Network

**MONTROSE
MUTUAL**

P. O. BOX 4
DIETERICH, ILLINOIS 62424



Quote for Jasper County 911

Montrose Mutual Telephone covers parts of three counties, Jasper, Effingham and Cumberland. The billing for the network charges has been split by the number of customers in each county, this was agreed to by the ISP. We have a host remote system where all traffic goes to the Dieterich host from our 3 remotes and travels the trunks to the tandem, which is Mattoon. With the change to Indigital we have had to change to SS7 functionality with 2 trunks going to Mattoon and 2 trunks going to Charleston, this has added to the cost of the network. We have approval to lower the number of required trunks from 6 to 4, this will help to keep cost down some. The new pricing will leave Jasper with a monthly cost of approximately \$248.00 for the network.

Montrose Mutual Telephone Co.
George P. Tays



----- County System:				
Current INC	Current Recurring	Future INC	Future Recurring	Notes
\$0.00	\$1,696.85	\$2,022.48	\$691.08	
\$0.00	\$488.55	\$0.00	\$0.00	
\$0.00	\$2,185.40	\$2,022.48	\$691.08	
		Changed values in Yellow		
\$0.00	\$0.00	\$0.00	\$0.00	
\$0.00	\$164.50		\$0.00	
\$0.00	\$71.96	\$0.00	\$0.00	
\$0.00	\$118.23	\$0.00	\$0.00	
\$0.00	\$120.00	\$0.00	\$120.00	
\$0.00	\$80.00		\$0.00	
	\$1,142.16		\$571.08	
\$0.00		\$2,022.48		
\$0.00	\$121.00	\$0.00	\$0.00	
\$0.00	\$367.55	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	\$0.00	

					LandLine:
					Wireless:
					Total:
INC	Monthly	DESCRIPTION		Current	Future
				Units:	Units:
\$1,312.45	\$48.17	Option E-1 (E9-1-1 With ANI/ALI only – Where frontier is a Secondary 911 SSP) (WIRELINE)	per 1000 FTR access Lines w/o selective router		
\$1,466.85	\$82.25	Option E-2 (E9-1-1 With ANI, ALI, SR) On Bills as “E911 Service” (WIRELINE)	per 1000 FTR access Lines w selective router	2	
\$61.00	\$17.99	E9-1-1 Service Line, each 2 2 (PSAP Trunks – SR to PSAP: Formerly listed as “Business Line - Measured,” Now on bills as “Emergency Dial line.”) (WIRELINE)	per PSAP trunk	4	
		NOTE: If a customer moves any of their wire line trunks or wireless trunk group to the other (programming only) a change order charge is accessed \$26.00 since these are the b1m1/2 s & E codes. .	Note: install \$49.00 plus 12.00 per line. = \$61.00		
	\$39.41	E9-1-1 Automatic Location Identification (ALI), per 1000 Non-Frontier North Inc. Access Lines (ALI database for Non FTR lines. On Bills as: “911 ALI Data Admin/1000”) (WIRELINE)	non ftr access line count & dup database	3	0
	\$30.00	Regional ALI Storage, per 1000 access lines (total County). (WIRELINE) - do not chrg if have alisa data links	ftr & non ftr access line count	4	4
\$200.00	\$40.00	911 Regional ALI/ANI Controller, data links for alisa, marked alisa on diagram (ALISA Data Link) (WIRELINE)	Per ALISA ALI link	2	
	\$95.18	9-1-1 Interoffice Facility, per trunk (WIRELINE) Total trunks - Recurring:	Per FTR EO to SR trunk	12	6
\$337.08		9-1-1 Interoffice Facility, per trunk (WIRELINE) NEW TRUNKS Installed	Per FTR EO to SR trunk		6
	\$24.20	Regional ALI Wireless Process for CAS or NCAS Phase 1 or Wireline Compatibility Phase 2, per 1000 lines.(any County that uses HP or RALI) (WIRELESS)	per 1000 Cell Subscribers	5	
	\$73.51	Wireless Selective Router, per 1000 lines. (WIRELESS)	per 1000 Cell Subscribers	5	
	\$52.28	Regional ANI/ALI Controller Wireless, per 1000 lines. *(SeNTinel positions only) (WIRELESS)	per 1000 Cell Subscribers with Sentinal Service		
	\$7.28	Enhanced MF Wireless Trunk Interface Port. (CAS solution) (WIRELESS)	grandfathered		
\$0.00	\$0.00	Other NG - Non Tariffed Service:	Listed Above		
\$0.00	\$0.00	Other Ethernet / Metro E service:	Listed Above		
\$0.00	\$0.00	Other - Not Listed:	Listed Above		