

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



State of Illinois

Application for
9-1-1 Modification Plan

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 Agreement	Establishes back-up and overflow services between PSAPs.
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 <input type="checkbox"/> Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
Mercer County, IL ETSB	15,945	569

List PSAPs:	Primary	Secondary
Mercer County Sheriff's Department, 906 SW 9 th Street, Aledo, IL 61231	X	

911 System Contact: Jim McIntyre
 Street Address: PO Box 146
 City, State and Zip Code: Aledo, IL 61231
 Office Telephone (309) 582-5533
 Cellular Telephone: (309) 221-6287
 Email: MCILE911@hotmail.com

Wireless Coverage for Consolidated System:

___100___ % Phase II compliant
 ___100___ % Phase I compliant

Please check if applicable:

___X___ NG9-1-1 capable
 ___X___ Receive 9-1-1 Text
 _____ Receive 9-1-1 Video

VERIFICATION

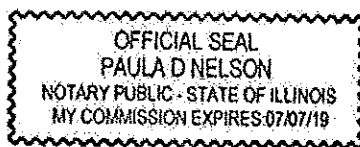
I, Jim McIntyre, first being duly sworn upon oath, depose and say that I am 911 Coordinator, of Mercer County E911; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

Jim McIntyre
Jim McIntyre

Subscribed and sworn to before me

this 6 day of December, 20 17.

Paula D. Nelson
NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

6/12/2017

(Date)

Bill Parr

(9-1-1 System Provider Company Representative)

Geneseo Communications

(9-1-1 System Provider Company Name)

111 E 1st Street

(Street Address)

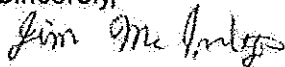
Geneseo IL. 61254

(City, State, Zip Code)

Dear Mr Parr:

This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,



JIM MCINTYRE

(Name)

(Title)

EMT COORDINATOR

enclosure: Consolidation Plan

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)12).

- 1) Indicate the name of the certified 9-1-1 system provider being utilized.
- 2) Explain the national standards, protocols and/or operating measures that will be followed.
- 3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
- 4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
- 5) Explain how split exchanges will be handled.
- 6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- 7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

Mercer County is currently utilizing Frontier Communications as their 9-1-1 Service Provider. Mercer County will be switching from Frontier communications to Geneseo Communications as their 9-1-1 Service Provider. Geneseo Communications will be providing two redundant ESRP's that are capable of providing IP based (Next Generation) 9-1-1 selective routing and call delivery which are located in Geneseo Central Office and Cambridge Central Office. There are Legacy Network Gateways (LNG,s) that are located at each ESRP site for carriers to connect their trunks for carrying 9-1-1 traffic to Mercer County. The 9-1-1 network will be based from Geneseo ESRP's to PSAP and is fully redundant 9-1-1 traffic to Mercer County. The network will be based from Geneseo ESRP's to PSAP and is fully redundant Mercer County will be transferring their 9-1-1 database from Frontier to Geneseo Communications. Geneseo Communications will be providing a hosted NG911 data base storage device using INdigital telecoms NG911 database. Geneseo Communications will also provide 9-1-1 database Processing services. Wireless and VOIP calls will continue to use 3rd party database providers for location information as they do today.

Mercer County has also purchased a hosted Customer Premise Equipment solution from INdigital. The hosted controller is located in Geneseo Central Office. There will be 9-1-1 call taking positions that work of controller located at the PSAP. The backup for the controller is an INdigital MEVO server that is located in the Cambridge Central Office, with MEVO phones located at the PSAP. Other counties in the area may use the hosted controller.

The new network follows NENA 13 standards and protocols with exception of geospatial call routing call routing which is still under development with the industry. Once the geospatial call routing available, this service will be utilized as well.

The network meets the FCC diversity and redundancy requirements for 9-1-1. The network is diverse and redundant between ESRP,s and PSAP.

Geneseo Communications has notified and requested that all carriers install new SS7 or ISP trunks to each LNG/ESRP,s. The carriers have all provided TN loads and are providing daily updates to INdigital for the new 9-1-1 database. The new database service will be converted at time of cut over. Geneseo Communications is holding regular project calls with carriers to coordinate the installation of the new trunks and the development of the new data base. There will be call through testing prior to cut over that

Plan Narrative:

meets and exceeds the ISP testing requirements. Test numbers will be established for call through testing prior to cut over. The cut over will be coordinated with each carrier and tested to conform to confirm everything is working properly.

9-1-1 calls will be routed either of two ESRP,s based on how the carriers set their call flow up from their switches. Calls will be routed to the appropriate PSAP just as they are today, their will be now changes to how split exchanges are routed.

Currently, Mercer County transfers calls to other counties via 10-digit administrative lines and by network circuits. Call transfers will be preformed the same way they are currently, unless the neighboring 9-1-1 system is utilizing the same router, where then the call can be passed through the 9-1-1 router to the appropriate system's 9-1-1 position, where they will have data along with the caller.

The IP network that will be used to deliver 0-1-1 calls to calls to the PSAP is private. There is no out side access. Administrative and maintenance access to equipment is password protected.

Mercer County will also be switching from the Monmouth Police Office in Warren County as their backup to Geneseo Police Department, located in Geneseo, IL. and part of the Henry County E911 System.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ 57,635.00
Projected annual recurring 9-1-1 network costs after modification	\$ 50,674.32
Installation cost of the project	\$ 10,042.36
Anticipated annual revenues	\$ 460,000.00

Annual projected costsp

Dispatch wages	\$210,000.00
Coordinator wages	\$18,000.00
INdigital	[REDACTED]
Phone line	\$400.00
Cad maint.	\$8,250.00
<u>Mapping maint.</u>	<u>\$5,195.00</u>
Total	\$253,8719.19

Radio update \$26,000.00

	NRC	MRC	
Frontier Trunks	6067.44	1897.16	
ATT	3600.00	125.00	
Geneseo Trunks		1194.00	
Viola Trunks		241.80	
New Windsor		Use Henry County trunks	
Reynolds		Use Rock Island County trunks	
Total Trunk Charges	9667.44	3457.96	41495.52 YRC
ESI Network	250.00	629.00	
Diverse Facility (MEDIACOM)	124.95	135.90	
Total Network Charges	374.95	764.90	9178.80 YRC
Total NRC for Trunking and Network	10042.39		
Total MRC for Trunking and Network		4222.86	
Total YRC for Trunking and Network			50674.32
Total MRC billed to Mercer County		1390.00	
Total YRC billed to Mercer County			16680.00

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the modified 9-1-1 plan with financial projections)

Narrative:

Installation of NG911 equipment and software.
Migrating from Frontier Communications to Geneseo Communications with dual Controllers located in the Geneseo Communications offices in Geneseo and Cambridge.
Having the capability to receive land line, Wireless, VOIP and Text Messages as well as sending text messages through the new IP based system.
Mercer County will be tied together by a fiber and wire ring with Henry County.
There will be redundant Controllers with a fiber ring Between Controllers and a fiber and wire ring to the telephone company switches of Frontier Communications calls will re-route calls if a link is lost.

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
AMT Ambulance	8110 14th ST. Rock Island IL. 61201	(309) 787-3457			X
Andalusia Ambulance	221 6th AVE. W. Andalusia IL. 61232	(309) 788-8988			X
Aledo Fire	221 SE. 3rd ST. Aledo IL. 61231	(309) 582-2208	X		
Aledo Police	200 NE. 2nd ST. Aledo IL. 61231	(309) 582-2331	X		
Alexis Fire & Ambulance	108 E. Palmer AVE Alexis IL. 61412	(309) 482-5516	X		
Alexis Police	Alexis IL. 61412	(309) 482-5537	X		
Buffalo Prairie Fire	18620 206th ST. W. Buffalo Prairie IL. 61237	(309) 537-3402	X		
Eliza Fire	646 155th AV. 61272 New Boston IL.	(309) 537-3575	X		
Genesis Ambulance	203 SW. 5th AV. Aledo IL. 61231	(309) 281-2776	X		
Illinois State Police	1034 W. Jackson ST. Macomb IL. 61455	(800) 833-5833			X
Joy Fire	201 W Main ST. Joy IL. 61260	(309) 584-4326	X		
Keithsburg Fire	206 S. 6th ST. Keithsburg IL. 61442	(309) 374-2220	X		
Keithsburg Police	302 S. 14th ST. Keithsburg IL. 61442	(309) 374-2311	X		
Mercer County Sheriff	906 SW. 3rd ST. Aledo IL. 61231	(309) 582-5194	X		
New Boston Fire & Ambulance	602 Broadway ST. New Boston IL. 61272	(309) 587-8500	X		
New Boston Police	405 Main ST. New Boston IL. 61272	(309) 587-8181	X		
New Windsor Fire	414 Main ST. New Windsor IL. 61465	(309) 667-2262	X		
New Windsor Police	125 N. AV New Windsor IL. 61465		X		
North Henderson Fire	506 Main ST. North Henderson IL. 61466	(309) 464-5223	X		
Seaton Fire	317 Maple ST. Seaton IL. 61476	(309) 596-2311	X		
Sherrard Fire	101 First ST. Sherrard IL. 61281	(309) 593-2412	X		
Sherrard Police	517 3rd ST. Sherrard IL. 61281	(309) 593-2415	X		
Reynolds Fire	208 S. Front ST. Reynolds IL. 61279		X		
Tri-Co Ambulance	Woodhull IL. 61465	(309) 972-5901	X		
Viola Fire	1604 13th ST. Viola IL. 61486	(309) 596-2311	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.

[illegible]

(Wireline, Wireless, VoIP)

(USE ADDITIONAL SHEETS AS NECESSARY)

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ATTACHMENTS

Ordinance - The local ordinance which created an ETSB prior to January 1, 2016.

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

Back-up PSAP Agreement – The agreement that establishes back-up service due to interruptions or overflow between PSAPs.

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

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:

Aledo – (218) 141
Alexis - (309) 482
Joy - (309) 584
Keithsburg - (309) 374
Seaton - (309) 586
New Boston - (309) 587
North Henderson - (309) 464
Sherrard – (309) 583
Matherville - (309) 754
Preemption - (309) 534
Eliza - (309) 537

Reynolds Telephone (309) 372

Viola Telephone (309) 596

New Windsor Telephone (309) 667

List of wireless and VOIP Carriers to be tested.

US Cellular

Level3 Communications

Verizon Wireless

West

AT&T Mobility

MERCER COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD

ROBERT MILIKAN

Chairman

JEFF HILL

Vice Chairman

CARYN BROKAW

Secretary

JIM MCINTYRE

Financial officer

**INTERGOVERNMENTAL
AGREEMENT**

WHEREAS, THE COUNTY OF MERCER has requested that the EMERGENCY TELEPHONE SYSTEM BOARD OF HENRY COUNTY, ILLINOIS (HENRY CO ETSB TO provide E911 backup services for the COUNTY of MERCER in the event that the E911 system is not functioning.

NOW THEREFOR, IT IS AGREED by and between the Mercer County ETSB and Henry County ETSB as follows;

1. **Requested Services:** Henry County ETSB agrees to provide E911 backup services for the County of Mercer in the event that the County 911 System is not functioning (the Requested Services.)
2. **Authority:** For and during any period any personnel of the Henry County ETSB are performing the Requested Services, such personnel shall be under the authority and direction of the Henry County ETSB.
3. **Reimbursement:** Mercer County ETSB here agrees to reimburse Henry County ETSB for any wages paid to its personnel and any expenses incurred by Henry County ETSB in connection with providing the Requested Services by Henry County ETSB shall submit a request for such reimbursement from the Mercer County ETSB detailing the number of hours for which any personnel were furnished together with the total amount of any expense incurred. Upon the receipt of any such request for reimbursement Mercer County ETSB shall pay such total

reimbursement amount within forty-five (45) days after receipt of such request.

4. **Other Liabilities:** Except as otherwise provided by Agreement, Mercer County ETSB shall be totally responsible for any and all liability, obligation and does hereby indemnify Henry County ETSB against damages or loss incurred by Mercer County ETSB arising out of or in connection with furnishings the Requested Services.
5. **Notices and Communications:** All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered. In each case, to Mercer County ETSB and Henry County ETSB as follows:

If to Mercer County ETSB at 906 SW 3rd Street, Aledo Illinois, Attn. Mercer County Coordinator Po Box 146 Aledo IL, 61231 309-582-5533

If to Henry County ETSB at 311 W. Center Street, Cambridge, IL. 61238 Attn: Henry County ESTB Director.

6. **Illinois Law:** This Agreement shall be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.
7. **Written Modifications:** This Agreement may not be changed, revived, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Mercer County ETSB and Henry County ETSB.
8. **Effective Date:** This agreement shall become effective upon its execution and delivery by both parties and shall be and remain in full force and effective thereafter until terminated by written notice at least (30) days before date of termination.
9. **Entire Agreement:** This agreement constitutes the entire agreement of the Mercer County ETSB and Henry County on the subject matter

hereof. Mercer County ETSB represents, warrants, covenants and agrees that no representation, warranty, covenant or agreement shall be binding Henry County ETSB unless expressed in writing here in or by written modification pursuant to 8 hereof.

IN WITNESS WHEREOF, Mercer County ETSB and Henry County ETSB have each caused this agreement to be executed by proper officers dually authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

EMERGENCY TEL SYSTEM BOARD

EMERGENCY TEL SYSTEM BOARD

MERCER COUNTY, ILLINOIS

HENRY COUNTY, ILLINOIS

By: Jim McIntyre

by: Jon R. Clemens

DATE: 12/12/2017

DATE: 12/12/2017

ENHANCED 9-1-1 SERVICES AGREEMENT

This Enhanced 9-1-1 Services Agreement (the "Agreement") is entered into this 20th day of NOVEMBER, 2017 by and between Geneseo Telephone Co., an Illinois corporation ("GTC") and the Mercer County Emergency Telephone System Board ("ETSB") of Mercer County, Illinois acting by and through its Board Members with authority as designated. The ETSB is a county governmental unit to whom authority has been lawfully delegated to subscribe to and provide Enhanced 9-1-1 service and has public safety responsibility to respond to communication calls from the public for emergency police, fire, ambulance or other emergency services within Mercer County, having its principal office in Aledo, Illinois. GTC 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 Mercer County in the State of Illinois;

WHEREAS, GTC 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 services to operate its enhanced emergency telephone systems and use the services of GTC 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. "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.

1.02. "Facility" is defined as the County's facilities located at its current address and other locations as determined by the ETSB.

1.03. "Master Street Address Guide" or "MSAG" is the computerized geographical file that either consists of all street or address data or its functional equivalent (i.e., geospatial data) within the 9-1-1 system area.

1.04. "MRC" is defined as the monthly recurring charge for the Services as provided for this Agreement.

1.05. "Payment Address" is defined as Geneseo Telephone Co., 111 E First St, Geneseo, IL 61254.

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

1.07. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by the County 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.

1.08. "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.

1.09. "Schedule" is defined as the schedule contained (insert schedule reference).

1.10 "Service Commencement Date" is as defined as the date on which GTC notifies the ETSB that the Services provided for this Agreement are available for use by the ETSB.

1.11. "Services" are defined as the Enhanced 9-1-1 Services provide by GTC as defined in this Agreement.

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

1.14. "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 three (3) years commencing on the date hereof and terminating on the **third** anniversary of the Service Commencement Date (the "Term"). The Term of this Agreement shall automatically renew for additional periods of one (1) year unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of 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 GTC; provided, however, the ETSB shall be liable to GTC for the following Termination Charges:

- (I) The remainder of contract is purchased by ETSB; (Exhibit B)
- (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 GTC hereunder accruing prior to the effective date of termination.

GTC 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 Illinois Commerce 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 GTC incurs from other suppliers in connection with termination of the Agreement and any outstanding amounts for services provided by GTC 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 GTC terminates this Agreement as a result of an uncured breach by the ETSB, the ETSB shall be liable to GTC for the Early Termination Charges provided for under Section 2.02 of this Agreement.

2.05. **Payment Terms.** GTC shall invoice the ETSB for all amounts due and owing GTC under this Agreement. Unless otherwise provide in this Agreement, all invoiced amounts shall be due and payable within thirty (30) days after the date of invoice. Any amounts due GTC hereunder and not paid when due shall accrue interest at the rate of at the highest rate allowed by Illinois law per month until paid in full. All payments shall be made to GTC at the Payment Address.

3. **Limitation of Liability; Indemnification.**

3.01. **Limitation of Liabilities; Indemnification.**

(I) EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL GTC 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 GTC HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. ETSB AGREES THAT GTC'S TOTAL LIABILITY TO ETSB 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 GTC'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID TO GTC HEREUNDER. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS LIMITING GTC'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE

ATTRIBUTABLE TO GTC, ITS EMPLOYEES OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.

(II) The Services and the services provided hereunder by GTC 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 GTC, 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.

3.02. 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.

3.03. Accuracy. Final responsibility for the E9-1-1 MSAG accuracy rests with the ETSB, not GTC. GTC shall assist the ETSB in verifying the accuracy of the E9-1-1 system at no additional charge.

4. General Provisions.

4.01. 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.

4.02. 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.

4.03. **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.

4.04. **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.

4.05. **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.

4.06. **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.

4.07. **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.

4.08. **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 assignment party gives the other party at least

4.09. **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/email, 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 the County: Mercer County
Attn: 9-1-1 Coordinator
906 SW 3rd St
Aledo, IL. 61231

4.10. **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.

4.11. **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 Illinois Commerce Commission, a state Public Utilities or Service Commission, or any other governmental body or agency having jurisdiction over its business, provided however, that GTC shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Illinois Commerce 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 GTC or other relevant rules and regulations, and all applicable federal and state and local laws.

4.12. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of GTC 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.

4.13. **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 GTC and an authorized officer of the ETSB.

4.14. **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.

4.15. **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.

4.16. **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 County Circuit 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, 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.

4.17. **Annual Availability of Funding.** In the event that ETSB is not able to obtain funding, after affirmatively requesting such funding, for any sums due GTC in accordance with this Agreement, ETSB may terminate this Agreement on thirty (30) days written notice to GTC. In such event, ETSB agrees that it shall reimburse GTC 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 ETSB under this Agreement. GTC and ETSB understand that the funding for a multi-year

agreement is done on a year-to-year basis, and this provision applies annually.

4.18 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 not the law of conflicts) of the State of Illinois. Courts of competent authority located in Henry 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.

Schedule of Exhibits:


Exhibit A – Time and Material Rates

Exhibit B – Price List

Exhibit C –

EXHIBIT A

TIME AND MATERIALS RATES

<u>Consultant Level</u>	<u>Rate (\$/Hour)</u>
Senior Network Technician	
Network 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 and future work in relation to the service will be completed with the consent and approval of the ETSB.

EXHIBIT B

911 Emergency Services Rates and Charges

MRC

9-1-1 Routing Service Per Answering Position 2

9-1-1 ALI Services per 1000 population 4

9-1-1 ALI Moves, Changes, Additions to existing database

9-1-1 Exchange Access Trunks 26

Diverse Facility 1

ESI Net 10 Meg

Billed to ISP

Billed to ISP

Billed to ISP

TOTAL MRC

Emergency System Listing Extract

NRC

Full Extract of ELSE data

Subsequent Full Extracts of ELSE data

Incremental Updates

This system is sized and price is based on now current call taking positions. Should the ETSB'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 WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement on the date first above written.

**Mercer County, Illinois
Emergency Telephone
System Board**

By Jim McIntyre
Jim McIntyre,
Mercer County 911 Coordinator

Geneseo Telephone Co.

By Matt Storm
Matt Storm, COO/ GM

**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 29 day of SEPTEMBER, **2017** by and between Communications Venture Corporation d/b/a INdigital, an Indiana corporation ("INDigital") and the Mercer 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 Mercer 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 906 SW 3rd St., Aledo, IL 61231 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 as 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 Airbus Vesta 911 hardware and software, the INdigital textTY equipment and associated first year Texty services, plus the first year of annual hosted controller Services from INdigital for the sum of Ninety-Six thousand, Eighty-Seven dollars and Sixteen cents (\$96,087.16) (the "Purchase Price"). The ETSB shall pay INdigital the Purchase Price as follows:

- (i) Fifty percent (50%) of the Purchase price within five (5) days after execution of this Agreement by both parties;
- (ii) Fifty percent (50%) of the Purchase Price within five (5) 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 Vesta Prime per seat licenses and Sound Arbitration Modules (SAM's) for the Mercer 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 and Hosted Controller Annual Service Fees.** Beginning year two (2) and for each additional year going forward as long as Mercer County utilizes the services, INdigital shall provide Mercer County INdigital's Texty service for an annual fee of [REDACTED] and INdigitals hosted controller services for an annual fee of [REDACTED] One hundred percent (100%) of the annual Texty services 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: Mercer County ETSB

 906 SW 3rd St.

 Aledo, IL 61231

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 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.

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 Mercer 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 not the law of conflicts) of the State of Illinois. Courts of competent authority located in Mercer 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.

Mercer County ETSB

**Communication Venture
Corporation**

d/b/a INdigital Telecom

By Jim McIntyre
Jim McIntyre
911 Coordinator

By Jon Whirledge
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

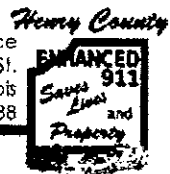
EMERGENCY TELEPHONE SYSTEM BOARD

Phone: 309-368-9555

Fax: 309-667-2836

Email: e911@henrycty.com

E9-1-1 Directors Office
311 W. Center St.
Cambridge, Illinois
61238



April 19, 2018
Mercer County 911 Dispatching System
906 SW 3rd St
Aledo, IL. 61231

Mercer County 911 Dispatching System,

The Henry County Emergency Telephone System Board has an intergovernmental agreement on file with the Mercer County 911 Dispatching System and Henry County PSAPs. The current agreement on file states that a Henry County PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: Transfer on the 911 System

Secondary Method: 309-582-5194

If you do not agree with one or both of the above methods, please make the appropriate changes above, sign and return this letter. If your agency does not respond it is assumed that the above information is correct.

Please return this letter no later than April 30, 2018. The information you provide must be compiled by the Henry County ETSB and filed by our staff, with the ISP.

If you have any questions please call me at 309-368-9555 from 8:00 AM to 5:00 PM Monday through Friday.

Thank you for your time and cooperation,

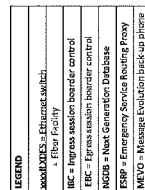
A handwritten signature in dark ink, appearing to read "Joe L. Cremins".

Henry County E9-1-1 Director

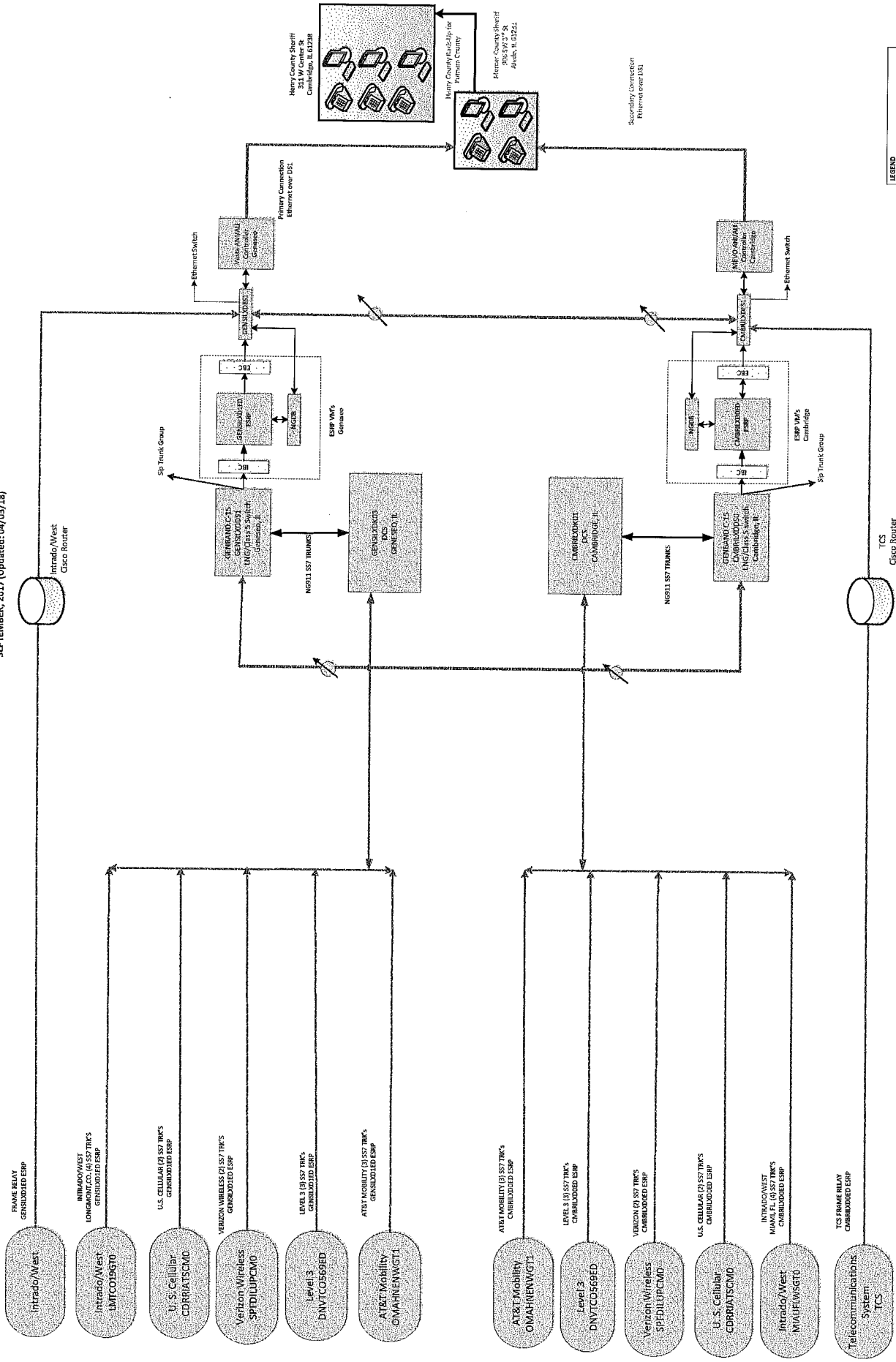
A handwritten signature in dark ink, appearing to read "Jim Mc Intyre".

Signature of Representative
Mercer County 911 Dispatching System

04/03/18
Sheppard to Genesee – Added text (2) S57 TRK
Sheppard to Cambridge – Added text (2) S57 TRK
Aledo to Genesee – Changed (7) S57 TRK to (4)
Aledo to Cambridge – Change (7) S57 TRK to (4)



MERCER COUNTY NG 9-1-1 SYSTEM AND WIRELESS NETWORK CONFIGURATION
SEPTEMBER, 2017 (Updated: 04/03/18)



LEGEND
xxxxx DBS = Ethernet switch
xxxxx DBS = Ethernet switch
IBC = Illinois station border control
EC = Egress station border control
NCDB = Next Generation Database
ESBP = Emergency Service Routing Proxy
MEVO = Message Evolution back-up phone

LEVEL 3 PROVIDES 911 TRUNKS
FOR:
SPRINT PCS
SPRINT CLEC
NEXTEL PARTNERS

INTRADO/WEST PROVIDES 911
TRUNKS FOR:
IOWA WIRELESS