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



State of Illinois

## **Application for** 9-1-1 Consolidation Plan

Type of Change:	Consolidation within an ETSB	Join	t ETS	SB XUnse	erved cons	olidation
Current System Name:			Popu	lation Served	Land Area	a in Sq Miles
lohnson County E.T.S.B.				12582		343.92
Pa pe County				4470		368.77
Hardi n County				4320		177.53
				21372		890.22
System Name after	r Consolidation: Johnson-Pope-Hardi	inE.T.S.B.				
PSAP EFFECTE	D.	Consolidati	an l	Decommission/	Drim o v	Cocondona
(Consolidation P		Consolidation		Close	Primary	Secondary
JohnsonCounty PSA	AP .	Yes			Yes	
					-	
			-	4		
911 System Cor	ntact: Justin V.ac., th					
Street Address:	115 North 5th Street					
City, State and Z	ip Code: Vérina, 1 L62995		_			
Office Telephone	9: (618)-658-5911					
Cellular Telepho	ne: (618) 771-2901		_			
Email: jvaughn@jo	oco911.com					
Wireless	Coverage for Consolidated System	: Plea	se cl	heck if applicable:		
	6 Phase II compliant			NG9-1-1 capable		
	6 Phase I compliant			Receive 9-1-1 Text		

\_\_.Receive 9-1-1 Video

## **VERIFICATION**

, Justin Vaughn	, first being duly sworn upon oa	th, depose and say that
I am Coordinator	, Of Johnson County E.T.S.B.	; that I have read the
foregoing plan by me subscrib	oed and know the contents thereof; that s	said contents are true in
substance and in fact, except	as to those matters stated upon informati	ion and belief, and as to
those, I believe same to be tru	ie.	,
	Justin Vaughn - 9-1-1	Coordinator
Subscribed and sworn to befo	ore me	
this all day of Siple	mbri , 20 18.	
Eun. M. Bota NOTARY PUBLIC, ILLINOIS	OFFICIAL SEAL ERIN M. BOTARF Notary Public, State of Illino My Commission Expires 05-20-20	pis :

# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

(Date)	
Jim Tollaksen	
(9-1-1 System Provider Company Representative)	
InDigital	
(9-1-1 System Provider Company Name)	
1616 Directors Row	
(Street Address)	
Fort Wayne, IN. 46808	
(City, State, Zip Code)	
Dear Mr. Tollaksen	
This letter is to confirm our intent to consolidate our 9-1 authorities that will be involved). Enclosed is your copy the Department of the Illinois State Police for approval.	of our consolidation plan to be filed with

Sincerely,

8/21/2018

(Name) Justin Vaughn
(Title) Coordinator

enclosure: Consolidation Plan

### **PLAN NARRATIVE**

Please answer the questions below, and provide a detailed narrative to assist the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator with an understanding of the plan as it applies to this application. Please use additional sheets if necessary.

1.	Do all of your PSAPs meet all of the requirements	defined in 1325.415 and 1325.515
2.	Type of Radio/Telecommunications systems comp participating and adjacent agencies.	STARCOMM21 STARCOMM21 ITTF channels only Other, explain below
	Shared radio frequencies with adjacent co	ounties.
3.	Will all PSAPs remaining after consolidation direct to section 1324,200b)3)?	t dispatch all emergency calls pursuant Yes No
4.	Have you included maps to show the territory covered by the system?	Yes No Plans submitted without this documentation will be rejected.
5.	Have you included a listing of all telephone companies?	Yes No Plans submitted without this documentation will be rejected.
6,	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	Yes No Plans submitted without this documentation will be rejected.
7.	Have you included a list of participating and adjacent agencies?	Yes No Plans submitted without this documentation will be rejected.
8.	Have you included financial information?	Yes No Plans submitted without this documentation will be rejected.
9.		nty that will require public education. (See attachment.) system(s) and does not require public education.
10.	This is an existing 9-1-1 syste	at will require training. (See attachment.) m(s) and does not require internal training/similar/ongoing training ange of policy from agencies served.
11.	This is an existin	ed county that will require training. (See attachment.) ag 9-1-1 system(s) and does not require internal training/similar/ for any GIS annexation or change of policy from agencies served.

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	Yes No Plans submitted without this documentation will be rejected.
13.	Have you included a new system diagram?	Yes No Plans submitted without this documentation will be rejected.
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	Yes No Plans submitted without this documentation will be rejected.
14.	Have or will all areas within the 9-1-1 system be add If no, please explain.	dressed for the database?  Yes No
14a.	Explain all aspects of the database, i.e., how often is  The database's are located in Carbondale, IL. and Harris thing changing will be the data from Pope County and Ha	sburg, IL. The procedure we use today will not change. The only
15.	next generation based or a combination.	m? Please explain whether the system will be legacy based, ned however. We are currently already running Next Generation.

#### NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for either a consolidation or modified plan. If incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205b)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:

CSI - Johnson County
Proposed narrative for Johnson County, IL

The Johnson County Emergency Telephone System Board is requesting to change it's 911 System Service Provider (911 SSP) from NG911 Inc to INdigital telecom (INdigital). The existing Solacom IP Selective routing system will be re-provisioned as an IP based NG911 call handling System. The Johnson County ETSB is upgrading their call delivery system, to ensure that all carriers are connected directly to the selective routers serving the PSAP. The system will be provisioned as an IP based NG911 System.

In addition, Johnson County is also requesting approval of consolidating its 9-1-1 System with Pope and Hardin Counties, which currently have pre-basic 9-1-1 service. Johnson County has entered into intergovernmental agreements with both Pope and Hardin counties to establish a joint 9-1-1 System and a joint Emergency Telephone Systems Board (ETSB). The current Johnson County PSAP will become the 9-1-1 PSAP for all three counties and will initially answer wireline, VoIP and wireless calls for Johnson and part of Pope County. The joint ETSB will file a wireless plan after the consolidation to include wireless calls for the rest of Pope and all of Hardin County. INdigital will migrate wireless traffic remaining for Pope and Hardin Counties when requested after ISP approval.

The consolidated 9-1-1 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 i3 capable network and will deliver calls using IP technology to the PSAP. All access to the systems are secured by individual user level two factor login credentials. The IP based 9-1-1 call delivery network is private with no outside access, Redundant Legacy Network Gateways (LNG's) and Emergency Service Routing Proxy's (ESRP's) otherwise referred to as selective routers will handle all call routing for the PSAP. One set of call routing elements is located in the Consolidated Communications Mattoon, IL Central Office and the other is located in the Shawnee Communications Central Office in Rosiclare, IL.

INdigital is an established 9-1-1 SSP in the State of Illinois as well as in multiple other states and will be using the same security protocols that are currently working in its established systems throughout Illinois. INdigital's network is compliant with NENA standards and with FCC 13-158 network reliability and security requirements.

#### Narrative Plan:

Carrier network deployment stages:

#### Stage 1:

The carrier trunks will remain connected to Frontier's Carbondale central office. New network connections will be established from Carbondale to gateways located at the existing data centers in Murphysboro and Harrisburg. 9-1-1 calls will be directed over the new INdigital connections at Carbondale to the gateways at the data centers and then be delivered to INdigital's IP based selective routers/ESRPs located in Mattoon and Rosiclare for selective routing to the appropriate PSAP. 9-1-1 Selective Routing for 9-1-1 call delivery and Automatic Number Identification (ANI) and Automatic Location Identification (ALI) delivery will be provided by the INdigital 9-1-1 IP based selective routers/ESRPs and ALI database management system.

The Solacom Controller equipment that is currently located at Harrisburg and Murphysboro, will be re-configured by the contracted maintenance provider to perform as strictly ANI/ALI Controllers. Selective routing will be performed by the INdigital selective routers and FIPS codes will be provided with delivery of the call to the ANI/ALI controllers to Indicate the appropriate PSAP for 9-1-1 call delivery. The Solacom ANI/ALI controllers will retrieve the ALI information from INdigital's Database Management System (DBMS) and deliver it to the PSAP call station equipment. The current Datamaster System will also be re-configured at this time by the contracted maintenance provider to no longer provide ALI information to the PSAPs

During Stage 1, [Ndigital will mirror the current ALI database by requesting a copy of the 9-1-1 Database from Frontier who is currently administering the 9-1-1 database as a subcontractor. INdigital will also request a copy of the MSAG from the 9-1-1 System and will use established update processes with Frontier until the Stage 2 carrier migration is complete.

The current ESInet that exists between the two data centers and the PSAP will remain in place for call delivery. INdigital will install tertiary internet connections to the PSAP along with INdigital's MEVO backup solution prior to the Stage 1 cutover. The PSAP will have the ability to use the hot standby disaster recovery platform in an 'active + active' 9-1-1 delivery platform. This will be used as a backup during the Stage 1 cutover providing the PSAP with the ability to receive 9-1-1 calls with ANI and ALI should there be any issues during the Stage 1 cutover.

The consolidation of the network for Johnson, Pope and Hardin Counties will occur during Stage 2 of the project. All split exchanges are shared with other CSI counties except for the southern border of Pope County which is split with Massac County. All split exchanges will continue to route as they do today during the Stage 1 cutover. PS ALI subscribers will continue to route as they currently do during the Stage 1 cutover.

Split exchanges in southern Pope County will be discussed, and the routing will be thoroughly planned for based on ICC/ISP orders during the Stage 2 industry project calls that will be hosted by INdigital on a regular basis.

Ndigital will work with Johnson County to perform test calls to make sure all 9-1-1 calls are routing properly with ANI/ALI to the PSAP prior to the cutover and then immediately following the Stage 1 cutover to insure all calls are being delivered to the proper PSAP with the correct ANI and ALI. Overflow and backup routing will also be tested along with transfer capabilities.

#### Stage 2:

The OSPs/Carriers that are currently connected to Carbondale for Johnson County will establish new 9-1-1 trunks to the Ndigital selective routers/or LNGs that are located in Mattoon and Rosiclare, Illinois. tNdigital will request new 9-1-1 trunks from OSPs/Carriers that provide service in Pope and Hardin Counties that aren't currently connected to Carbondale or INdigital. INdigital will work with each carrier to determine the type of trunk signaling and establish points of interconnection for 9-1-1 call delivery.

Ndigital leases facilities with other certified carriers in Illino's to build out its network and establish Points of Interconnection (POI's) with other certified carriers within the state. All facility orders are requested by INdigital through the Access Service Request (ASR) system. INdigital will be establishing facilities to allow interconnection with each carrier during Stage 2 of the project. Typically, multiple carriers are used based on facility availability and diversity requirements and are determined while coordinating interconnections with the participating carriers during the Stage 2 project implementation calls, INdigital takes responsibility for performance and maintenance of all leased facilities.

Stage 2 network diagrams will be developed and submitted after being finalized during the industry project management calls with the carriers. All participating carriers, including third-party network aggregators will be identified, notified and included in the Stage 2 project Implementation calls. Final zed costs will be requested from the ILEC's and submitted during this period as well. The Stage 2 Final Network Diagram and carrier costs will be submitted to the ISP and the ICC by the Joint 9-1-1 System.

#### Narrative Plan:

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

INdigital will work with the Joint System to establish and administer the new ALI database for Pope and Hardin Counties. The joint system will provide INdigital with a new Master Street Address Guide (MSAG) that includes Johnson, Pope and Hardin County territory. The MSAG and database development will occur as the network is being established.

INdigital will administer the 9-1-1 database and MSAG for the subscribers that reside in the service territory of the consolidated system. INdigital will request TN loads and establish update processes with the participating OSP/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 OSP/Carriers and the Joint 9-1-1 System to keep the database current and in compliance with Illinois State law, on an ongoing basis.

INdigital will mirror current call transfer conditions at the time of conversion for Johnson County and will implement any new call transfers required as a result of the consolidation. INdigital will also implement 9-1-1 call transfer with ANI between neighboring counties of the Consolidated system where possible, post-conversion.  The Joint EST8 will file a wireless plan for the Pope and Hardin County territory with the ISP after the Stage 2 consolidation completed.
The Joint EST8 will file a wireless plan for the Pope and Hardin County territory with the ISP after the Stage 2 consolidation completed.

## FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved Total Reserves to be transferred to the Jo			to the Joint	ETSB
None	\$		\$ 0.00	
None	\$		\$ 0.00	-
Dispatch Staff and Positions				
2 Number of answering positions prior to the consc	olidation (total for all	entities)		
Number of answering positions in the consolidate	ed system			
6 Number of full time dispatchers/call takers prior to	o the consolidation	(total for all entities)	)	
6Number of full time dispatchers/call takers in the			,	
0Number of part time dispatchers/call takers prior			e)	
		•	>)	
0Number of part time dispatchers/call takers in the	e consolidated syste	:m		
Total amount (and percentage) of salaries paid for by 9-1	I-1 authority prior to	consolidation:		
	ş. \$_		\$ 0.00	0 %
Total amount (and percentage) of salaries to be paid for	by 9-1-1 authority a	fter consolidation:		
<b>3</b> -,	\$ <u>.</u>		\$ 0.00	0 %
9-1-1 Network Cost (per year)				
a) Total network cost for each entity prior to the consolid	fation \$		\$ 41,700.	.00
b) Total network cost of consolidated system	\$	And the second of the second o	\$ 50,245.	.68
			-\$ 8,545	
c) Net change in network costs:	\$_		-\$ 0,040	
If no cost savings in network please explain:				
The ETSB pays the coordinators salary, but not dispatch salary				
No cost savings because we are serving 3 counties instead	of just one.			
,				

## FINANCIAL INFORMATION

## Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:

Network Cost	Estimated Amount (per year)	
InDigital	 \$ \$ 33,182.76	3 —
Clearwave (ESI Net)	 \$\$ 3,000.00	)
Shawnee Telephone (Legacy)	 \$ 6,618.00	)
Frontier (Legacy)	 \$\$ 7,444.92	2
	 \$	
Other Consolidation Cost		
PSAP, CPE, CAD Equipment, logging recorders	\$ \$ 24,000.00	
MSAG and Mapping Development or changes	\$ \$ 68,500.00	
Radio Consoles	\$ \$ 149,999.00	
Construction or Remodel of PSAP	\$ \$ 6,022.75	
Personnel	\$ \$ 0.00	
Other (Please place total amount in the blank at the right and explain below).	\$ \$ 0.00	
Recurring and Nonrecurring Cost (per year)		
Estimated nonrecurring cost for consolidation	\$ \$ 248,521.75	
a) Recurring costs prior to consolidations (all entities)	\$ \$ 41,700.00	
b) Proposed recurring cost for consolidated system	\$ \$ 50,245.68	
c) Net change in recurring costs: $a - b = c$	\$ -\$ 8,545.68	
Revenue (per year)		
Projected surcharge revenue	\$ \$ 15,000.00	
Projected revenue from local governments	\$ \$ 0.00	
Projected revenue from other sources (grants)	\$ \$ 242,499.00	
Revenue in reserves	\$ \$ 303,513.42	
Total Revenue	\$ \$ 561,012.42	

# FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION 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 consolidation plan with financial projections)

Once our consolidation is completed, we plan to operate as a 3-county system in conjunction with our partners in the Counties of Southern Illinois 911 Association. We plan to cooperate with the State Police in a plan to blend our equipment and ESINet with the new equipment and Statewide ESINet.							
nce we are already an to add new Next- ita from Pope, Hard ing in enough reven	Generation feature in and Johnson Co	es as they are ounties. We pla	available. Wan to continu	Ve plan to	maintain vide 9-1-1	and expa service ar	nd the GIS

## **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

City, Town or Village	Street Address, City, Zip Code	
Vienna	205 North 4th St. Vienna, IL. 62995	
Goreville	105 W. Collins St. Goreville, IL. 62939	
Buncombe	125 Main St. Buncombe, IL. 62912	
Cypress	7750 Main St. Cypress, IL. 62923	
Belknap	200 E. Main St. Belknap, IL. 62908	
Simpson	308 Main St. Simpson, IL. 62985	
Golconda	118 Monroe St. Golconda, IL. 62938	
Eddyville	Eddyville, IL. 62928	
Elizabethtown	Locust St. Efizabethtown, IL. 62931	
Cave-in-Rock	100 N. Canal St. Cave-In-Rock, IL. 62919	
Rosiclare	Main St. Rosiclare, IL. 62982	

### **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
Johnson County Sheriff	113 1/2 North 5th St. Vienna, IL. 62995	(618) 658-8264	Yes	No	No
Johnson County Ambulance	155 Industrial Dr. Vienna, IL. 62995	(618) 658-2131	Yes	No	No
Vienna Police Department	205 North 4th St. Vienna, IL. 62995	(618) 658-5161	Yes	No	No
Vienna Fire Department	203 North 4th St. Vienna, IL. 62995	(618) 6582341	Yes	No	
Goreville Police Department	105 W. Collins St. Goreville, IL. 62939	(618) 995-2157	Yes	No	No
Goreville Fire Department	105 W. Collins St. Goreville, IL. 62939	(618) 995-2157	Yes	No	
Buncombe Police Department	130 Suite Ave. Buncombe, IL. 62912	(618) 658-9226	Yes	No	
Buncombe Fire Department	130 Suite Ave. Buncombe, IL. 62912	(618) 658-9226	Yes	No	
Lake of Egypt Fire/Ambulance	11708 Lake of Egypt Rd. Marion, IL. 62959	(618) 964-1278	Yes	No	No
New Burnside Fire Department		(618) 777-2878	Yes	No	No
Cypress Fire Department	7790 Main St. Cypress, IL. 62923				
Belknap Fire Department	P.O. Box 147 Belknap, IL. 62908	(618) 658-8264	Yes	No	No
Pope County Sheriff	216 E. Decauter St. Golconda, IL. 62938	(618) 683-4321	Yes	No	No
Pope County Ambulance	407 E. Main St. Golconda, IL. 62938	(618) 683-2707	Yes	No	No
Pope County Fire Department	P.O. Box 27 Golconda, IL. 62938	(618) 683-2707	Yes	No	No
Galconda Police Department	216 E. Decautor St. Golconda, IL. 62938	(618) 683-4321	Yes	No	No
Hardin County Sheriff	Market St. Elizabethtown, IL. 62931	(618) 287-2271	Yes	No	No
Hardin County Ambulance	Rosidare, IL. 62982		Yes	No	No
Elizabethtown Fire Department	101 Walnut St. Elizabethtown, IL. 62931	(618) 287-2191	Yes	No	No
Cave-In-Rock Fire Department	100 E. Main St. Cave-In-Rock, IL. 62919	(618) 289-3238	Yes	No	No
Rosiclare Fire Department	P.O. Box 578 Rosiclare, IL. 62982	(618) 287-2271	Yes	No	No

## 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.

STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
515 Market St. Metropolis, IL. 62960	(618) 524-2407
28 Chick St, Metropolis, IL 62960	(618) 524-2176
2734 North Ave. Metropolis, IL. 62960	(618) 524-3200
511 Market St. Metropolis, £L 62960	(618) 524-7438
1026 Shawnee College Rd	(618) 845-3735
500 Illinois Ave. #A Mound City, IL 62963	(618) 748-9374
75 Camo Clad Dr. Mound City, IL. 62963	(618) 342-6209
309 W Market St. #16 Jonesboro, IL. 62952	(618) 833-5442
301 W Mississippi St. Jonesboro, IL 62952	(618) 833-2871
101 E Market St, Anna, IL 62906	(618) 827-3420
P.O. Box 21 Cobden, IL. 62920	(618) 833-5500
310 Old US Hwy 51 S, Dongola, IL 62926	(618) 827-3420
404 N Van Buren St, Marion, IL 62959	(618) 997-6541
300 N Park Ave, Herrin, IL 62948	(618) 988-6911
3232 S Park Ave, Herrin, IL 62948	(618) 997-4802
1 North Main St. Harrisburg, IL. 62946	(618) 252-8661
1154 Shawnee College Rd, Ullin, IL 62992	(618) 845-3740
	515 Market St. Metropolis, IL. 62960  28 Chick St, Metropolis, IL 62960  2734 North Ave. Metropolis, IL. 62960  511 Market St. Metropolis, IL 62960  1026 Shawnee College Rd  500 Illinois Ave. #A Mound City, IL 62963  75 Camo Clad Dr. Mound City, IL. 62963  309 W Market St. #16 Jonesboro, IL. 62952  301 W Mississippi St. Jonesboro, IL 62952  101 E Market St, Anna, IL 62906  P.O. Box 21 Cobden, IL. 62920  310 Old US Hwy 51 S, Dongola, IL 62926  404 N Van Buren St, Marion, IL 62948  3232 S Park Ave, Herrin, IL 62948  1 North Main St. Harrisburg, IL. 62946

## **CARRIER LISTING**

(Wireline, Wireless, VolP)

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

### (USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Frontier		(618) 997-1062
Shawnee Telephone		(618) 276-4211

#### **TEST PLAN DESCRIPTION**

1) Description of test plan (back-up, overflow, failure, database).

For Johnson-Pope-Hardin Counties portion of the joint system, test calls will be made by each carrier either prior or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP. Call through testing will be completed for all carriers prior to cutover where possible. Call through testing for split exchanges may not be possible until the day of cutover. Overflow and backup routing will also be tested. Carriers will be required to make test calls at conversion to ensure that all 9-1-1 calls for their subscribers are being delivered properly to the PSAP with the correct ANI/ALI and Phase II information where appropriate.

2) List wireline exchanges to be tested.

634

657

658

695

777

949

995

996

3) List of wireless and VoIP Carriers to be tested.

Verizon Wireless AT&T Level 3 (Various Carriers) Vonage

## 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The State of Illinois regulates the provision of 9-1-1 services at 50 ILCS 750/.01 et seq. 220 ILCS 5/13-900, and further at IL. Ad. Code Title 83, Chapter IV, Part 1325. This agreement shall be construed and interpreted in accordance with the above stated laws and regulations together with any other applicable laws which are from time to time enacted and, or, adopted. In the event that a conflict between the terms of this agreement and relevant law arises, relevant law shall prevail.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

oftware License attached to this Agreement as Exh	ibit A and incorporated into this Agreement by reference in their entirety.	
1. Purpose	Grant of a non-exclusive, non-sub licensable and non-transferable limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.	
Type of Agreement/Document	☐ Amendment	
2. Parties/Notices:		
INdigital:	Communications Venture Corporation (d/b/a INdigital Telecom) ("INdigital")	
	1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329	
	E-mail: contracts a indigital net Attention: Contract Administration	
Customer:	Johnson County, IL ETSB ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")	
	Address: 115 N. 5th Street Vienna, II, 62995	
	Phone: (618) 658-5911 E-mail: jvaughn@joco911.com Contact Person: Justin Vaughn	
3. Effective Date	08/16/20182018 ("Effective Date").	
4. Software	Software listed and described in <a href="Exhibit C">Exhibit C</a> attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.	
5. Territory	Johnson Co. II. ("Territory").	
6. Permitted Use	Use of the Software by Customer for the purpose of operating an	

emergency telephone system in the Territory ("Permitted Use").

7. Installation	1Ndigital will deliver and install one copy of the Software to Customer.	
8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.	
9. License Fee	See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the thencurrent standard license lees that INdigital charges for the Software.	
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for an exhibit of additional charges, if any, for installation, training, and acceptance testing services.	
11. Term	Initial Term: From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.	
	Renewal Terms: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.	
12. Exhibits	<ul> <li>Exhibit A - General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).</li> <li>Exhibit B - Designated Sites</li> <li>Exhibit C - Software/Services Description</li> <li>Exhibit D - Payment and Fees</li> </ul>	
13. Other Agreements between Parties	☐ Equipment Purchase and Sale Agreement ☐ Support and Maintenance Agreement	
	each of which is deemed an original, but all of which together are deemed to be one reement delivered by facsimile, e-mail or other means of electronic transmission is fan original signed copy of this Agreement.	
CUSTOMER:	INDIGITAL:	
Johnson Co. II. ETSB	COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)	
Name: Norman Lee Title: Johnson Co. ETSB — Chairman	Docusigned by:  Son Whitledge  4727AA270E43402  Name: Title:	
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These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

- 1. <u>DEFINITIONS.</u> Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this <u>Section 1</u>:
  - 1.1. "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
  - 1.2. "Action" has the meaning set forth in Section 8.2(d) of these Terms.
  - 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
  - 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
  - 1.5. "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
  - 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "CSI" means CSI-Counties of Southern Illinois, Inc., a not-for-profit corporation organized and doing business in the State of Illinois which is an Affiliate of Customer.
- 1.8. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.9, "Designated Sites" means any of Customer's facilities set forth in Exhibit

  B attached to, and incorporated by reference into, the Agreement.
- 1.10. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.11. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.12. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.13. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- 1.14. "Indemnitee" has the meaning set forth in Section 11.3 of these Terms.
- 1.15. "Indemnitor" has the meaning set forth in <u>Section 11.3</u> of these Terms.
- 1.16. "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.17. "INdigital Indemnitee" has the meaning set forth in Section 11.2 of these Terms.
- 1.18. "Initial Term" has the meaning set forth in Section 9.1 of these Terms.
- 1.19. "Intellectual Property Rights" means

any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 1.20. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other require ment or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.21. "Loss" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.22. "Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.23. "New Version" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.24. "Parties" has the meaning set forth in the preamble to these Terms.

- 1.25. "Party" has the meaning set forth in the preamble to these Terms.
- 1.26. "Payment Failure" has the meaning set forth in Section 9.3(a) of these Terms.
- 1.27. "Permitted Use" has the meaning set forth in Section 6 of the Agreement.
- 1.28. "Person" means an individual. corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.29. "Receiving Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.30. "Renewal Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.31. "Representatives" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub-licensees, subcontractors and legal advisors.
- 1.32. "Software" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.33. "Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.34. "Territory" has the meaning set forth in Section 5 of the Agreement.
- 1.35. "Third-Party Materials" materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents. data\_ content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories. components, parts or features of any of the foregoing.
- 1.36. "Third-Party Payor" means the Illinois State Police 9-1-1 Administrative Support Command.
- 1.37. "Warranty Period" has the meaning set forth in Section 10.2 of these Terms.

#### 2. LICENSE.

2.1. License Grant. Subject to the terms and

conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith. INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the Permitted Use in the Territory during the Term.

- 2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on, Customer's network at any of the Designated Site(s), across, and between as specified in Exhibits C & D hereto the networks of: a) Customer at any of the Designated Site(s); b) INdigital; and c) CSI. The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.
- USE RESTRICTIONS. Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:
  - 3.1. copy the Software, in whole or in part;
  - 3.2. modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
  - 3.3. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
  - 3.4. reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
  - 3.5. bypass or breach any security device or protection used for or contained in the Software or Documentation;
  - 3.6. remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
  - 3.7. use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property

- Right or other right of any Person, or that violates any applicable Law;
- 3.8. use the Software for purposes of:

  (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- 3.9. use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or
- 3.10. use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).
- DELIVERY AND INSTALLATION. INdigital shall deliver and install one copy of the Software for Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.
  - 4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("Acceptance Testing") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the

Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

4.2. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will comply with the relevant law's requirements for 9-1-1 System Provider(s) and perform their work hereunder in a manner such that Customer shall be in compliance with relevant law: (ii) use commercially reasonable efforts to resolve any Incidents reported by Customer: (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its in conjunction with Customer that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an incident but does not guarantee that any incident will be resolved. In the event that an Incident cannot be resolved, INdigital and Customer will arrange a mutually agreed upon alternative for avoiding future occurrences of the Error.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any thirdparty software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

#### 5. CONFIDENTIALITY

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or

proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of Indigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of Indigital.

- 5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 5.3. <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
  - (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
  - (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to CSI and its members, the Illinois State Police 9-1-1 Administrative Support Command, or the Receiving Party's Representatives who; (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations

under this <u>Section 5</u>; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this <u>Section 5</u>;

- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4. the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return: Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

#### 6. FEES AND PAYMENT.

- 6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms). Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.
- 6.2. Additional Fces and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement.
- 6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing. Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on [Ndigital's income.
- 6.4. Payment Obligation.\_The Third-Party Payor shall be soley responsible for the payment of those items which are listed on Exhibit D with an asterisk (\*) symbol together with any other cost which is, from time to time, required by Illinois State law. Customer shall be responsible for other costs specified by this contract.
- 6.5. <u>Payment</u>. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments

under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit 12 attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time. Not withstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command.

- 6.6. <u>Late Payment by Customer</u>. If Customer fails to make any payment, for which it is responsible, when due then, in addition to all other remedies that may be available to INdigital:
  - (a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
  - (b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command; and
  - (c) if such failure continues for thirty (30) days following written notice thereof, INdigital may, following a further six (6) month notice: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.
- 6.7. Late Payment by Third-Party Payor. If Third-Party Payor fails to make any payment, for which it is responsible, when due then, in addition to all other remedies that may be available to INdigital, if such failure continues for thirty (30) days following written notice thereof to Customer and to Third-Party Payor, INdigital may, following a further six (6) month notice to Customer and Third-Party Payor: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms.

- as applicable. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.
- 6.8. No Deductions or Setoffs. All undisputed amounts payable to INdigital under the Agreement (including these Terms) by Customer shall be paid by Customer to INdigital in full without any setofil recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law). Disputed amounts may be withheld until the associated dispute is resolved.
- SECURITY MEASURES. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

#### 8. INTELLECTUAL PROPERTY RIGHTS.

- 8.1. <u>Intellectual Property Ownership.</u> Customer acknowledges and agrees that:
  - (a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;
  - (b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(e) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

## 8.2. <u>Customer Cooperation and Notice of Infringement.</u> Customer shall, during the Term:

- (a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access:
- (b) at lNdigital's expense, take all such steps as lNdigital may reasonably require to assist lNdigital in maintaining the validity, enforceability and lNdigital's ownership of the Intellectual Property Rights in the Software and Documentation;
- (c) promptly notify INdigital in writing if Customer becomes aware of:
  - (i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or
  - (ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and
- (d) at INdigital's expense, fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.
- 8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual

Property Rights or other right, title, or interest in or to any of the Software or Documentation.

#### 9. TERM AND TERMINATION.

- 9.1. <u>Initial Term.</u> Subject to the Third Party Payor's approval of the modification plan as required IL Ad. Code Title 83, Ch. IV, Part 1325, the initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in <u>Section 11</u> of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").
- 9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 11 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
- 9.3. <u>Termination.</u> The Agreement may be terminated at any time:
  - (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount for which it is responsible when due under the Agreement (including these Terms), where such failure continues more than thirty (30) days after INdigital's delivery of written notice thereof ("Payment Failure");
  - (b) by INdigital, on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
  - (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
  - (d) by INdigital, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v)

applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

- (e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.
- (f) In the event the Agreement is terminated under this Section 9.3, INdigital shall cooperate with Customer and Customer's selected subsequent provider for the following 6 months from written notice of said termination for purpose of transitioning emergency telephone services.
- 9.4. <u>Materiality.</u> 1Ndigital's failure to comply with paragraph 4.2(i) shall be a material breach.
- 9.5. Effect of Termination or Expiration. ●n the expiration or earlier termination of the Agreement:
  - (a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:
    - (i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in <u>Section 9.4(a)(ii) of these</u> Terms:
    - (ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
    - (iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and
  - (b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.
- 9.6. <u>Surviving Terms</u>. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these

Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

#### 10. REPRESENTATIONS AND WARRANTIES.

- 10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:
  - (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
  - (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
  - (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms. Indigital warrants to Customer that for a period of 365 days from the Effective Date (the "Warranty Period"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).
- 10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then

duc and owing).

- 10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:
  - (a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;
  - (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
  - (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
  - (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
  - (e) the operation of, or access to, Customer's or a third party's system or network;
  - (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee:
  - (g) Customer's material breach of any provision of the Agreement (including these Terms);
  - (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress);
     or
  - (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations. Customer's hardware, operator error, or Customer's negligence or willful misconduct.
- 10.5. Remedial Efforts. If INdigital breaches,

- or is alleged to have breached, the limited warranty set forth in <u>Section 10.2</u> of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:
  - (a) replace any damaged or defective media on which INdigital supplied the Software;
  - (b) amend, supplement or replace any incomplete or inaccurate Documentation;
  - (c) repair the Software;
  - (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
  - (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.
- DISCLAIMER OF WARRANTIES. 10.7. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF TERMS. ALL SOFTWARE. DOCUMENTATION AND OTHER PRODUCTS. INFORMATION. MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL, HEREBY DISCLAIMS ALL WARRANTIES. WHETHER EXPRESS. IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED

WARRANTIES OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL. MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS. **OPERATE** TUOHTIW INTERRUPTION. ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH GOODS, OTHER SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE. COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

#### 11. INDEMNIFICATION.

- shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:
  - (a) Third-Party Materials;
  - (b) patent issued on a patent application published after the Effective Date;
  - (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, tirmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

- (d) modification of the Software other than:

   (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;
- (e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;
- (f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;
- (g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;
- (h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;
- (i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or
- (j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.
- shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:
  - (a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:
    - (i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and

the Documentation or otherwise in writing; and

- (ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation:
- (b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);
- (c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or
- (d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.
- Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitec's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 11.4. <u>Mitigation.</u> If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infinge, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or

threatened to be enjoined, INdigital may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);
- (b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or
- (c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:
  - (i). immediately on receipt of INdigital's notice, Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and
  - (ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- 11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL. THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES. MISAPPROPRIATES OR **OTHERWISE** VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### 12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE

THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION. (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY (d) MATERIALS. LOSS. DAMAGE. CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY. (e) COST OF REPLACEMENT GOODS OR SERVICES. OR (1) CONSEQUENTIAL. INCIDENTAL, INDIRECT, EXEMPLARY. SPECIAL. ENHANCED PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- 12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO **AGREEMENT** (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE). STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13. EXPORT REGULATION. Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without lirst completing all required undertakings (including obtaining any necessary export license).

#### 14. FORCE MAJEURE.

14.1. <u>No Breach or Default.</u> In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or

delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

14.2. Obligations. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

#### 15. MISCELLANEOUS.

- 15.1. <u>Further Assurances.</u> On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.
- 15.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 15.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally

recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- Interpretation. For purposes of the Agreement (including these Terms); (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof." "hereby." "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders, Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits. exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.
- 15.5. <u>Headings.</u> The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).
- 15.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 15.7. <u>Assignment</u>. Customer shall not assign

or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this <u>Section 14.7</u> is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

- 15.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).
- Amendment and Modification: Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission. termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

- 15.11. Governing Law. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.
- 15.12. <u>Waiver of Jury Trial.</u> Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).
- 15.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 15.14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

#### EXHIBIT B

**Designated Sites** 

Johnson County 911 115 N. 5th Street Vienna, IL 62995

#### EXHIBIT C

#### Software / Services Description

1. GIS and Database Services. Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Johnson County, IL (includes Pope and Hardin Counties) service area will be processed by INdigital using industry standard record exchange and correction methods. 12 format ALI service (wireless, VoIP - using pANI) will be provided

by INdigital, once complete all records will be geocoded using industry defined methods for location-based call routing. INdigital will utilize an advanced IP Selective Router (IPSR) and associated i3 functional elements associated with geodetic data to deliver calls to the CSI Next Gen enabled 9-1-1 public safety answering points (PSAPs). Once INdigital has the appropriate data, INdigital will develop the call delivery solution based upon the geography of an incoming call.

- Routing Services. Routing services and methodologies include; traditional Selective Routing tables, Dialed Number Identification Service, Geographic Information System, as well as various hybrid configurations of Automatic Location Identification and Selective Routing tables. INdigital also supports location by value, location by reference, traditional ALI lookup, and ALI steering by use of our NGALI Service.
- <u>Network Services</u>. INdigital will provide access for all CSI members with access to the www.il911.net PSAP Toolkit.
  This Toolkit contains comprehensive KPI such as call detail reports, trouble ticket management, 24/7/365 Network
  Operations center with chat, ticket entry/tracking, training, and documentation assets related to each specific
  member's call processing and reporting needs.
- 4. MEVO Services. MEVO Services are delivered from a completely independent call processing system that operates in parallel to the INdigital Next Gen Core Service (NGCS) routing platform, which can bypass the primary 9-1-1 CPE. The MEVO System facilitates INdigital's ability to re-route 9-1-1 calls from a primary 9-1-1/NG9-1-1 CPE platform to a MEVO Station, which is an advanced IP phone with the ability to process 9-1-1 and Administrative calls. As a core component of this solution, INdigital will install a commodity Internet connection to each CSI PSAP for backup call delivery to MEVO Stations. (1) MEVO Station is included as part of this original contract between CSI and INdigital, any county that is interested in contracting additional MEVO Stations can do so by contacting INdigital to negotiate service, installation and configuration of each additional phone.
- 5. Call Delivery Network. "INdigital has agreed to take over as the 9-1-1 System Service Provider (SSP) to each member of the Counties of Southern Illinois (CSI). INdigital will install (1) carrier grade IP circuit to each CSI Solacom host controller site (Jaekson and Saline Counties) to deliver 9-1-1 services to the members of CSI which are connected to a regional ESInet operated by a separate CPE service provider. INdigital will deliver 9-1-1 services to gateway devices with final call delivery to Solacom IWS, being the responsibility of the current 9-1-1 CPE system provider. Backup connections being delivered individually to each PSAP as outlined above in item 4 MEVO Services. In the event that CSI is dissolved, or if (contracting county) is no longer a party to CSI, 9-1-1 calls would be rerouted so as not to go through the CSI Solacom host controller."
- 6. Transfers. In the event a CSI PSAP requires the use of selective transfer functions, the Host 911 System sends the call with the proper agency identified in the PIDF-LO+ Service URN to the INdigital ESInct based ESRP. The ESRP then queries the ECRF with LoST and receives Service URI for delivery to next hop location such as another ESRP or Responder Agency.
- Backup and Overflow Call Routing. Backup and Overflow call routing to be determined during final (post contract) engineering meetings.

EXHIBIT D

Payments and Fees

#### Schedule of fees itemized by the features being delivered

Database - m	10.3
Routing Services -	mo.*
Legacy Gateway Ports	//mo.*
	IEVO Station included with NGCS monthly price, see exhibit C-4). Additional MEVO as at the per mo. per position (phone and service)

Texty - TBD choice of Basic, Standard and Advanced, billing to be determined

At the time of execution of this contract Johnson County is engaged in negotiations to provide the E911 call answering services for the currently unserved counties of Pope and Hardin. The INdigital NGCS pricing included in this agreement, reflects the inclusion of those NGCS services for Pope and Hardin, in this Johnson County agreement.

## RESOLUTION AUTHORIZING ENTRY INTO INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, it has been deemed by the Commissioners of Johnson County, Illinois that Joint Emergency Telephone Systems Board is necessary and proper as the State has pursuant to Public Act 99-6, dictated a requirement of serving 9-1-1 to counties that currently do not have 9-1-1 capabilities,

WHEREAS, an intergovernmental agreement between the County of Pope, Illinois and the County of Hardin, Illinois is necessary to effectuate the dictates of the aforesaid act, and

WHEREAS, the other governmental entities have expressed their intent to enter into the agreement

#### NOW THEREFORE, BE IT NOW RESOLVED BY THE COMMISSIONERS OF JOHNSON COUNTY, ILLINOIS:

- Attached to this Resolution is the proposed Intergovernmental Agreements for the creation of a Joint Emergency Telephone Systems Board.
- The Chairman shall execute the Agreement upon passage of this Resolution and shall forward the document to be executed by the other governmental entities.
- That upon the Execution of the Agreement by the County of Pope, Illinois and County Hardin, Illinois the Commissioners of Johnson County shall appoint such members to the Board as stated in the intergovernmental Agreement.
- 4. That the new Joint Emergency Telephone Systems Board will be comprised of 11 total members. 7 appointed board members from the County of Johnson, Illinois, 2 appointed board members from the County of Pope, Illinois and 2 appointed board members from the County of Hardin.

#### EFFECTIVE DATE:

This Resolution shall take	effect and be in effect after passage and pul	olication according to law.
Approved this	day of MACCON	2016.
AYES	3	
NAYS	0	
ABSTENTIONS	_0_	

Phil Stewart, Chairman

Robin Harper-Whitehead, County Clerk

#### AMENDED

#### RESOLUTION 2016 - 05

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE JOHNSON AND POPE COUNTY BOARDS

#### FOR CREATION OF A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS; Resolution 2015-13 was passed by the Pope County Board of Commissioners on October 27,2015. The Johnson County board of Commissioners did not accept this resolution at that time as they were waiting for another county to join in thereby increasing the Joint ETSB Board from a (9) member to an (11) member board.

WHEREAS; The Johnson County Board created an Emergency Telephone System Board in 1992 and that board established an enhanced 911 system that went live In 1995, and

WHEREAS; the Pope County Board has in the past been unable to fund creation of an enhanced 911 system on its own, and

WHEREAS; Pope County is required by Illinois Public Act 099-0006 to come under the jurisdiction of an existing ETSB by July 1 of 2017, and required to provide next generation 911 services by 2020, and

WHEREAS; the Johnson County Sheriff's PSAP in Vienna is already answering wireless 911 calls from much of Pope County; and is willing to also answer landline calls from Pope County; and is already part of a regional next-generation system.

THEREFORE; the Pope County and Johnson County Boards of Commissioners agree to form a new Joint Emergency Telephone System board to oversee a 911 system that will serve both counties.

THE PROVISIONS of the JOINT EMERGENCY TELEPHONE SYSTEM BOARD, include:

- 1) All surcharge funding and grant funding will be deposited in the existing 911 Fund at the Johnson County Treasurer's Office for use in operation of the 911 system.
- 2) A new 11-member Joint ETSB will be appointed with 7 members appointed by the Johnson County Board and 2 members appointed by the Pope County Board. The Johnson County ETSB appointees will remain the same with two public safety member terms expiring in April of 2016, two public safety positions expiring in April 2017 and the sheriff, county commissioner and at-large positions expiring in April of 2018. The Pope County Sheriff position will expire in April of 2016. When a term expires or a member retires or resigns, the original appointing board will either reappoint that member or name a replacement.

- 3) The new Joint ETSB will establish by-laws and set dates and times for regular meetings, elect new officers and arrange for an annual audit. All existing personnel and other contracts signed by the original Johnson County ETSB will remain in place, or be revised if needed to reflect the participation of Pope County in the system.
- 4) The new joint ETSB and its coordinator will file a plan modification with the Illinois Commerce Commission and the Illinois State Police detailing how calls will be handled under the joint system and how participating agencies will be dispatched. Once this plan has been approved, the new Joint ETSB and its coordinator will file a grant application with the State 911 Advisory Board seeking funding for upgrades to the system needed to provide service to Pope County.
- 5) Pope County will continue to maintain the GIS mapping data within its boundaries while Johnson County will continue to maintain the GIS mapping data within its boundaries. The combined GIS data will be compiled and formatted under terms of Johnson County ETSB's existing arrangement with the counties of Southern Illinois Next Generation 911 System.

IN WITNESS WHEREOF THE PARTIES MAKE THIS AGREEMENT:

Dated this 23rd day of February ,2016 Dated this 8 day of MASON ,2016

Larry Richards, Chairman of Board

On behalf of Pope County Commissioners

Phil Stewart, Chairman of Board

On behalf of Johnson County Commissioners

Attest:

Pope County Clerk

Attest:

Johnson County Clerk

### 15-A-

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE JOHNSON & HARDIN COUNTY BOARDS FOR CREATION OF A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS; The Johnson County Board created an Emergency Telephone System Board in 1992 and that board established an enhanced 911 system that went live in 1995, and

WHEREAS; the Hardin County Board has in the past been unable to find creation of an enhanced 911 system on its own. and

WHEREAS; Hardin County is required by Illinois Public Act 099-0006 to come under the jurisdiction of an existing ETSB by July 1, 2017, and required to provide next-generation 911 services by 2020. and

WHEREAS; the Johnson County Sheriff's PSAP in Vienna is able and willing to answer wireless 911 calls and is willing to answer landline calls from Hardin County and is already part of a regional next-generation system:

THEREFORE: the Hardin County and Johnson County Boards of Commissioners agree to form a new Joint Emergency Telephone System Board to oversee a 911 system that will serve both counties.

#### THE PROVISIONS of the JOINT EMERGENCY TELEPHONE SYSTEM BOARD, include:

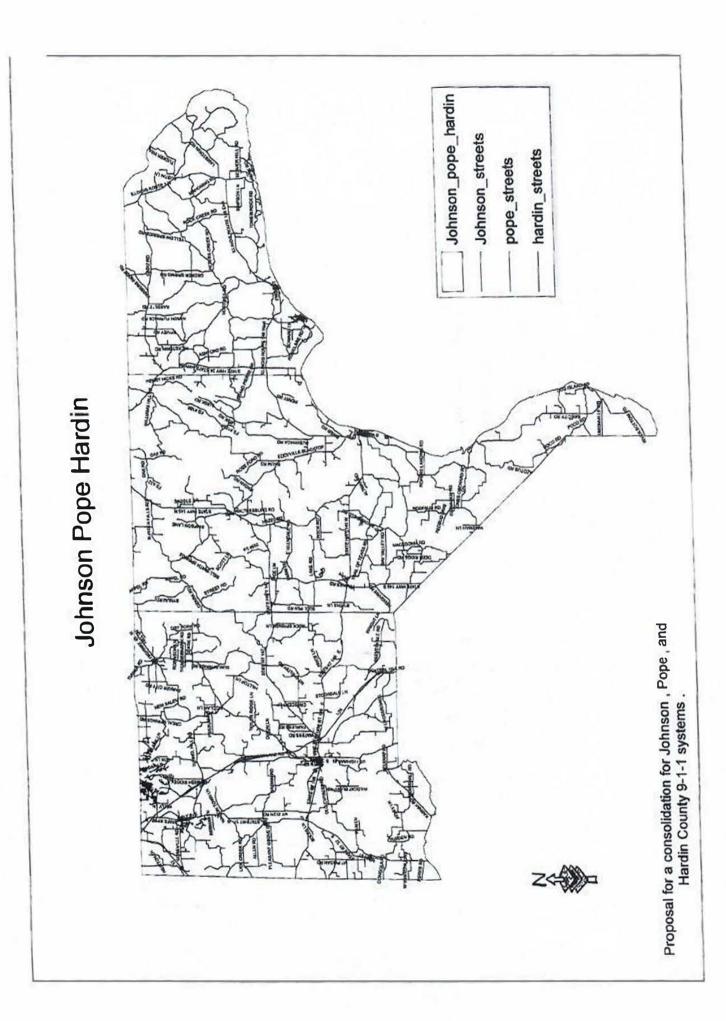
- 1) All surcharge funding and grant funding will be deposited in the existing 911 Fund at the Johnson County Treasurer's Office for use in operation of the 911 system.
- 2) A new 11-member Joint ETSB will be appointed with 7 members appointed by the Johnson County Board and 2 members appointed by the Hardin County Board. The Johnson County ETSB appointees will remain the same with the two public safety member terms expiring in April of 2016, two public safety positions expiring in April 2017 and the sheriff, county commissioner and at-large positions expiring in April of 2018. The Hardin County Sheriff position will expire in April 2016 and the second Hardin County appointee term will expire in April of 2017. When a term expires or a member retires or resigns, the original appointing board will either reappoint that member or name a replacement.
- 3) The new Joint ETSB will establish by-laws and set dates and times for regular meetings. elect new officers and arrange for an annual audit. All existing personnel and other contracts signed by the original Johnson County ETSB will remain in place, or be revised if needed to reflect the participation of Hardin County in the system.
- 4) The new Joint ETSB and its coordinator will file a plan modification with the Illinois Commerce Commission and the Illinois State Police detailing how calls will be handled

under the joint system and how participating agencies will be dispatched. Once this plan has been approved, the new Joint ETSB and its coordinator will file a grant application with the State 911 Advisory Board seeking funding for upgrades to the system needed to provide service to Hardin County.

5) Hardin County will continue to maintain the GIS mapping data within its boundaries while Johnson County will continue to maintain the GIS mapping data within its boundaries. The combined GIS data will be compiled and formatted under terms of Johnson County ETSB's existing arrangement with the Counties of Southern Illinois Next Generation 911 System.

### IN WITNESS WHEREOF THE PARTIES MAKE THIS AGREEMENT:

Dated this 19 day of February, 2016	Dated this 8 day of mace 201
Mike Burton, Chairman of the Board On behalf of Hardin County Commissioners Commissioners	Phil Stewart, Chairman of the Board On behalf of Johnson County
Attest:	Attest:
Hardin County Clerk	Johnson County Clerk



## E9-1-1 PARTICIPATING AGENCY AGREEMENT

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Johnson County Sheriff's Department, for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Sheriff's repeater frequency 155.535

SECONDARY: Low-band radio frequency 39.500 or individual Deputies phone.

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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and pieces of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

CALL HANDLING AGREEMENT CONT.

PSAP
BY Scent Schicken

TITLE 911 Coordinator

Johnson Co. Sheriff

BY Eight, Faulking

TITLE Thereff

## **E9-1-1 PARTICIPATING AGENCY AGREEMENT**

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Johnson County Ambulance Service, for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telaphone number 658-2131, with accompanying tele-type.

SECONDARY: Should telephone communications not be possible, the Johnson County Ambulance Service shall be paged over the Johnson County Fire/EMS channel 154.295.

Once an amergency 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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

CALL HANDLING AGREEMENT CONT.

PSAP

BY Rent Schuleun

IIILE 911 Cardinator



### **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", and the Vienna Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Radio Frequency 151.2350

Secondary:

Radio Frequency 154.2950 or 658-7004

#### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all cells. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

BY :

9-1-1 Coordinator

Vienna Police Department

4/



## **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", an General Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Radio Frequency 154.295 w/tones

Secondary:

lam Responding text or 618-771-2728

#### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The tegislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

BY :

9-1-1 Coordinator

Vlenna Fire Department

BY: \_ STARM, X. Goldente's

Chlef



P.O. Box 546 -:- Vierna, Minois 62995 618-658-5911 Pax 618-658-5951

### **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", and the Goreville Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Radio Fraquency 151,2350

Secondary:

Radio Frequency 154,2950 or 618-995-2157

#### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

DV.

9-1-1 Coordinator

Goreville Police Department

### E9-1-1 PARTICIPATING AGENCY AGREEMENT

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Goreville Fire Department, for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following marrier:

PRIMARY: Paged over Johnson County Fire/EMS frequency 154,295.

SECONDARY: Fireflohters shall be called at residence and advised of emergency.

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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center egrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, management, records, and service with be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

On systems start or Lest profess of sunday your

Johnson Country 911

PSAP

BY Rent Scherbourn

TITLE 911 Correlinator.

TITLE Chief



P.O. Box 546 -:- Vienna, Illinois 62995 618-658-5911 Pax 618-658-5951

### **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", and the Buncombe Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Radio Frequency 151.2350

Secondary:

Radio Frequency 154.2950 or 618-922-6508

#### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be evaluable to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

DV .

9-1-1 Coordinator

**Buncombe Police Department** 



P.O. Box 546 -:- Vicana, Illinois 62995 618-658-5911 Fax 618-658-5951

## **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", an Goraville-Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Radio Frequency 154.295 w/tones

Secondary:

I am Responding text

#### AJD OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all cells. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of cell and the disposition of each cell received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

RV .

9-1-1 Coordinator

**Buncombe Fire Department** 

BY: JU Na



P.O. Box 546 -:- Vienna, Illinois 62995 618-658-5911 Fax 618-658-5951

## **AGREEMENTS**

January 17, 2014

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, here in after referred to as "Johnson County PSAP", and , Lake of Egypt Fire & EMS for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Secondary: Radio Frequency 151.070 w/tones
I am Responding text or 618-964-1278

## AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

DV.

9-1-1 Coordinator

Lake of Egypt Fire & EMS

BV: \_ histy Cross

### **E9-1-1 PARTICIPATING AGENCY AGREEMENT**

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the New Burnsida Fire Department; for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number 1-252-7813.

SECONDARY: Advise Saline County Sheriff's Department via L.E.A.D.S. tele-type or over Coal Belt Fire frequency 154.070.

Once an emergency unit is dispetched 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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, ellicalis of an <u>administrative</u> or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, menagement, records, and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

CALL HANDLING AGREEMENT CONT.

PSAP BY Breat Scherlaum

## **E9-1-1 PARTICIPATING AGENCY AGREEMENT**

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Cypress Fire Department, for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number 657-2551.

SECONDARY: Firefighters shall be called at residence and advised of emergency.

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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

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## CALL HANDLING AGREEMENT CONT.

PSAP Country 9-1-1

BY Sunt Shunburn

TITLE 911 Coordinator

SYPRESS FIRE DEPT.

AGENCY

BY 13 - They

TITLE ChiEF

## **E9-1-1 PARTICIPATING AGENCY AGREEMENT**

May 9, 1994

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Belknap Fire Department, for the purpose of handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

The Johnson County 911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Fire Phone 634-9300

SECONDARY: Firefighters shall be called at residence and advised of emergency.

Once an emergency unit has responded 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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

, Name

## CALL HANDLING AGREEMENT CONTINUED

Johnson County 911

BY Seport Schockun

TITLE 911 Coordinat.

BELKNAP VOL FIRE DEPT

BY BIG MOORE

TITLE CHIEF



P.O. Box 546 -:- Vienna, Illinois 62995 618-658-5911 Fax 618-658-5951

## **E9-1-1 Adjoining Agency Agreement**

April 23, 2014

Pope County Sheriff's Office 216 E. Decauter St. Golconda, IL 62938

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Pope County Sheriff's Department, for the purpose of handling and routing E-9-1-1 Emwergency Calls.

## Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number: 618-683-4321 or low-band radio frequency 39.50 MHZ.

SECONDARY: Sheriff's cell phone 618-683-8779 or Illinois State Police Communications at DuQuoin.

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 22 day of April, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD POPE COUNTY SHERIFF'S DEPARTMENT

BY

9-1-1 Coordinator

BY

Sheriff



## **E9-1-1 Adjoining Agency Agreement**

April 23, 2014

Pope County Ambulance Service
P. O. Box 575
Golconda, IL 62938

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Pope County Ambulance Service, for the purpose of handling and routing E-9-1-1Emwergency Calls.

#### Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number: 618-683-4321(Sheriff's Office) or low-band radio frequency 39.50 MHZ.

SECONDARY: Via telephone number: 618-683-2707

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 23 day of April, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD POPE COUNTY AMBULANCE SERVICE

ВУ	BY Salmia San	5
		_

9-1-1 Coordinator

Director

Johnson County Emergency Telephone System Board

115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



### MARCH 27, 2017

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Pope County Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

## **CALL HANDLING**

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-683-4321

#### AID OUTSIDE IURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

Rv.

9-1-1 Coordinator

Pope County Fire Department

3. + GVVV

Johnson County Emergency Telephone System Board 115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



### MARCH 27, 2017

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Golconda Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

#### CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-683-4321

### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

Bv:

9-1-1 Coordinator

Golconda Police Department

Dalia Oli

Police Chief

Johnson County Emergency Telephone System Board 115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



## MARCH 28, 2017

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Hardin County Sheriff's Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-287-2271

### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Iohnson County Emergency Telephone System Board

9-1-1 Coordinator

Hardin County Sheriff's Department

1000

Johnson County Emergency Telephone System Board

115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



#### MARCH 28, 2017

### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Hardin County Ambulance Service, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

### **CALL HANDLING**

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-287-2271

### AID OUTSIDE IURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

9-1-1 Coordinate

Hardin County Ambulance Service

Ambulance Director

Johnson County Emergency Telephone System Board 115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



#### MARCH 28, 2017

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Elizabethtown Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

## **CALL HANDLING**

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-287-2271

### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

Bv:

9-1-1 Coordinator

Elizabethtown Fire Department

Fire Chief

Johnson County Emergency Telephone System Board

115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



### MARCH 28, 2017

### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Cave-In-Rock Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

### **CALL HANDLING**

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Direct Dispatch

Secondary:

Telephone (618)-287-2271

#### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

PFI

0.1.1.Cooping

Cave-In-Rock Fire Department

Fire Chief

## Johnson County Emergency Telephone System Board

115 North 5th St. Vienna, IL. 62995 Tel (618) 658-5911 Fax (618) 658-5951 911@joco911.com



## 3/29/2017

#### FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point, herein referred to as "Johnson County PSAP", and Rosiclare Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

### **CALL HANDLING**

Johnson County PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

**Direct Dispatch** 

Secondary:

Telephone (618)-287-2271

## AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request throughout the system, such unit shall render its service to the requesting party without regard to whether the unit is operative outside its normal jurisdictional boundaries. The emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Johnson County Emergency Telephone System Board

By:

9-1-1 Coordinator

Rosiclare Fire Department

Fire Chi-



P.O. Box 546 -:- Vicona, Illinois 62995 618-658-5911 Pax 618-658-5951

## **E9-1-1 Adjoining Agency Agreement**

April 23, 2014

Massac County Sheriff's Office 515 Market St. Metropolis, IL 82960

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Massac County Sheriff's Office for the purpose of handling and routing E-9-1-1 Emergency Calls.

#### Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number: 618-524-2407(Sheriff's Office)

SECONDARY: Point to Point Radio or LEADS Terminal B4G

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 23 day of April, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD MASSAC COUNTY SHERIFF'S OFFICE

OFFICE

BY

9-1-1 Coordinator

Sheriff

### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Massac County Ambulance Service, hereinafter referred to as "MCAS."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the MCAS:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the MCAS do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the MCAS receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, MCAS may contact the JCETSB PSAP, through the Massac County Sheriff's Dept. via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the MCAS, the call shall be transferred to the Massac County Ambulance Service in the following manner:

PRIMARY: Via telephone number i-524-2176

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the MCAS, through the Massac County Sheriff's Dept.. via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this	, 1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	MASSAC COUNTY AMBULANCE SERVICE
By Jacks C. Tlamach	By: The Alexandre
Title: _ Chairman	Title: Horbida se Diceler



## **E9-1-1 Adjoining Agency Agreement**

April 24, 2014

Massac County Fire Protection District 2734 North Ave.
Metropolis. IL 82960

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Massac County Fire Protection District for the purpose of handling and routing E-9-1-1 Emergency Calls.

#### Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: Via telephone number: 618-524-2407 (Sheriff's Office)

SECONDARY: Via telephone number: 618-524-8612

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep sil records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 24 day of April, 2014.

JOHNSON COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD

MASSAC COUNTY FIRE PROTECTION DISTRICT

BY\_\_\_\_

9-1-1 Coordinator

Fire Chief

#### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Massac County Emergency Telephone System Board, hereinafter referred to as "MCETSB."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the MCETSB;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the MCETSB do hereby agree as follows:

The purpose of the Johnson County E9-1-I System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

i. Should the MCETSB PSAP receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, MCETSB will contact the JCETSB PSAP via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the MCETSB PSAP, the call shall be transferred to the Massac County Sheriff's Department in the following manner:

PRIMARY: Via telephone number 1-524-2912

SECONDARY: In the event telephone communication is not possible, ICETSB PSAP will contact the MCETSB PSAP via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this // day of 2	, 1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD By Jackie Great	MASSAC COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  By: 12 - aid ( ) hund
Title: Chauma	Title: Chairman



### Pulaski County Emergency Telephone Systems Board 1026 Shawnee College Road Ullin Illinois 62992

(618) 845-3735

Fax (618) 845-9291

#### E 9-1-1 ADJACENT AGENCY AGREEMENT

Thursday, July 14, 2005

For 9-1-1 Emergency Communications

This agreement is made between the Pulaski County Emergency Telephone System Board E 9-1-1, Hereinafter referred to as "PULASKI COUNTY ETSB E 9-1-1" and the JOHNSON COUNTY E 9-1-1 CENTER for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Pulaski County ETSB E 9-1-1 receiving a call for emergency services in your jurisdiction shall relay the call to the Johnson County E 9-1-1 Office in the following manner:

Primary: Low-Band radio frequency 39.460 or high-Band frequency 155.370

Secondary: Via L.E.A.D.S. Computer Network or (618) 658-8264

#### AID OUTSIDE JURISDICTION BOUNDARY

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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Pulaski County ETSB E 9-1-1 Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility or your agency to maintain the report of the call and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

All agreements or changes in agreement and operating policies must be approved by the advisory board.

Pulaski County ETSB

Johnson County E 9-1-1 Office

By: Thomas E. Haynn

Title: COORDINATOR



P.O. Box 546 -:- Vienna, Illinois 62995 618-658-5911 Fax 618-658-5951

## **E9-1-1 Adjoining Agency Agreement**

May 8, 2014

Pulaski County Sheriff 500 Illinois Ave Rm # A Mound City, Illinois 62963

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Pulaski County Sheriff's Department for the purpose of handling and routing E-9-1-1 Emergency Calls.

#### Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: LEADS message to CDC BXB

SECONDARY: Via telephone number: 618-748-9124

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 8 day of May, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD **Pulaski County Sheriff** 

9-1-1 Coordinator



P.O. Box 546 -:- Vienna, Illinois 62995 618-658-5911 Fax 618-658-5951

## **E9-1-1 Adjoining Agency Agreement**

May 8, 2014

Pulaski County E M S 75 Camo Clad Dr Mound City, *Illinois* 62963

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and Pulaski County E M S for the purpose of handling and routing E-9-1-1Emergency Calls.

### **Call Handling**

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: LEADS message to CDC BXB (Sheriff's Office)

SECONDARY: Via telephone number: 618-748-9134

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 8 day of May, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD **PULASKI COUNTY EMS** 

BY te let

9-1-1 Coordinator

Director



P.O. Box \$46 -:- Vienna, Illinois 62995 618-658-5911 Fax 618-658-5951

April 22, 2014

Union County ETSB 309 W. Market Street; Room 016 Jonesboro, IL 62952

This **AGREEMENT** is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, hereinafter referred to as "JCETSB", and the Union County Emergency Telephone System Board "UCETSB"

Whereas, The Sate of Illinois has enacted into law the "Emergency Telephone System Act" at 50ILCS 750/0.01 et seq.; and

Whereas, the County of Johnson has enacted into law various ordinances establishing a 9-1-1 Emergency Telephone System and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

Whereas, the JCETSB has established an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

Whereas, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois and Union County, Illinois

Now, Therefore, in consideration of the promises and of mutual covenants and agreements set forth herein, the JCETSB and the UCETSB do hereby agree as follows;

The Purpose of the Johnson County 9-1-1 System is to provide the most convenient and efficient emergency service to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call handling between and for the parties.

1. Should Union County receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located in Johnson County in the following manner:

PRIMARY: Via telephone number 1-618-658-8264

SECONDARY: In the event telephone communication is not possible, Union County may contact the JCETSB PSAP via L.E.A.D.S. computer network at terminal BH6 or Point to Point Radio Frequency 155.370 MHZ.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by Union County, the call shall be transferred to the Union County PSAP in the following manner:

PRIMARY: via telephone number 1-618-833-5500

SECONDARY: In the event telephone communication is not possible JCETSB PSAP will contact Union County via L.E.A.D.S. computer (Terminal CRS) network or Point to Point Radio Frequency 155.370 MHZ.

- 3. The parties agree to keep all record, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times and dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- Any other responses by agencies providing emergency service outside of the respective serving area, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at that time.
- 6. Any agreements or changes in agreements and/or operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this 22 day of April, 2014.

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

TELEPHONE SYSTEM BOARD

TITLE 9-1-1 Coordinator

TITLE Chairman

UNION COUNTY EMERGENCY

#### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Union County Ambulance Service hereinafter referred to as "UCAS".

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2,50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the UCAS;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the UCAS do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the UCAS receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, UCAS may contact the ICETSB PSAP, through the Union County Sheriff's Dept. via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the UCAS, the call shall be transferred to the Union County Ambulance Service in the following manner:

PRIMARY: Via telephone number 1-833-8600

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the UCAS through the Union County Sheriff's Dept. via the L.E.A.D.S. computer network or over the Low-Band radio frequency 39.500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this 25 day of augus	, 1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	UNION COUNTY AMBULANCE SERVICE
Title: / IALK wick.	Title Asister

#### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Anna Fire Department, hereinafter referred to as "AFD".

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the AFD:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the AFD do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the AFD receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, AFD may contact the JCETSB PSAP, over the Low-Band radio frequency 39.500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the AFD the call shall be transferred to the Anna Fire Department in the following manner:

PRIMARY: Via telephone number (1-883-2211)

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the AFD over the Low-Band radio frequency 39.500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is affected.

Executed this 2 day of Cost	, 1994.
JOHNSON COUNTY EMERGENCY	ANNA FIRE DEPARTMENT
TELEPHONE SYSTEM BOARD	By: Glenn Rosson
By	By: Glenn Rosson
Title / Mailugh	Title: Police & Fire Commissioner

### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Cobden Fire Department, hereinafter referred to as "CFD".

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the CFD:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the CFD do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the CFD receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriffs Department in the following manner:

SECONDARY: In the event telephone communication is not possible, CFD may contact the JCETSB PSAP, over the Low-Band radio frequency 39.500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the CFD the call shall be transferred to the Cobdon Fire Department in the following manner:

PRIMARY: Via telephone number 1-883-2211.

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the CFD over the Low-Band radio frequency 39,500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this 35 day of City	1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	COBDEN FIRE DEPARTMENT
Rue C	Budin Full
Title: Chareon	Title: Chief
Time	O O

## E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Dongola Fire Department, hereinafter referred to as "DFD".

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the DFD;

NOW; THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the DFD do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the DFD receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, DFD may contact the JCETSB PSAP, over the Low-Band radio frequency 39,500.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the DFD the call shall be transferred to the Dongola Fire Department in the following manner:

PRIMARY: Via telephone number 1-827-3500.

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the DFD over the Low-Band radio frequency 39.500.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this _25 day of	1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	DONGOLA FIRE DEPARTMENT
	If B.
By	By: Mure Cogn
Time: Jak 1 14182	Title: 1 in Chan

#### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Williamson County Sheriff's Department, hereinafter referred to as "WCSD."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinoia, and the WCSD;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the JCETSB and the WCSD do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the WCSD receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, WCSD will contact the JCETSB PSAP, via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the WCSD, the call shall be transferred to the Williamson County Sheriff's Department in the following manner:

PRIMARY: Via telephone number 1-997-6541

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the WCSD via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this day of	1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	WILLIAMSON COUNTY SHERIFFS DEPARTMENT
By Jackin & Darcach	By: alen That
two: chairman	Title: Ching Depose

#### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Williamson County Emergency Telephone System Board, hereinafter referred to as "WCETSB."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-! emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the WCETSB;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and appearing set forth herein, the JCETSB and the WCETSB do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the WCETSB PSAP receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the JCETSB PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, WCETSB PSAP will contact the JCETSB PSAP, via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the WCSD, the call shall be transferred to the Williamson County Sheriff's Department in the following manner:

PRIMARY: Via telephone number 1-997-6541

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the WCETSB PSAP via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- 6. Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this	day of	, 1994.
JOHNSON COUNTY INTELEPHONE SYSTEM  By: False Of Title: Charles	M BOARD	WILLIAMSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  By: Cler Cymrester  Title: Secretary

### E9-1-1 CALL HANDLING AGREEMENT

This AGREEMENT is made and entered into by and between the Johnson County Emergency Telephone System Board, P.O. Box 546, Vienna, Illinois, 62995, hereinafter referred to as "JCETSB", and the Williamson County Fire Protection Dist., hereinafter referred to as "WCFPD."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the voters of Johnson County, Illinois, did by a binding referendum at the General Election held on November 3, 1992, pass by a majority of the votes cast upon the question a provision for imposing a surcharge in an amount not to exceed \$2.50 per month per network connection on telecommunication carriers for the purpose of installing and maintaining a 911 emergency telephone system; and

WHEREAS, the County of Johnson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Johnson County Emergency Telephone System Board; and

WHEREAS, the JCETSB has established or will establish an enhanced 9-1-1 emergency telephone system for purposes of dispatching emergency services to the public and residents of Johnson County, Illinois, and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of enhanced 9-1-1 emergency calls by and between Johnson County, Illinois, and the WCFPD;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreeness set forth herein, the JCETSB and the WCFPD do hereby agree as follows:

The purpose of the Johnson County E9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Johnson County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. Should the WCFPD receive a call for emergency services in the area served by the JCETSB PSAP, the call shall be transferred to the ICFTSR PSAP located at the Johnson County Sheriff's Department in the following manner:

SECONDARY: In the event telephone communication is not possible, WCFPD may contact the JCETSB PSAP, through the Williamson County Sheriff's Dept. via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

2. Should the JCETSB PSAP receive a call for emergency services in the area served by the WCFPD, the call shall be transferred to the Williamson County Fire Protection Dist. in the following manner:

PRIMARY: Via telephone number 1-997-2783

SECONDARY: In the event telephone communication is not possible, JCETSB PSAP will contact the WCFPD, through the Williamson County Sheriff's Dept.. via the L.E.A.D.S. computer network or over the Coal Belt radio frequency 154.070.

- 3. The parties agree to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the parties. The parties shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.
- 4. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of ita jurisdiction, it shall render aid without regard to its jurisdictional boundaries until relieved.
- 5. Any other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.
- Any agreements or changes in agreements and or/operating policies must be approved by the parties hereto and any other agency providing emergency service which is effected.

Executed this day of	, 1994.
JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	WILLIAMSON COUNTY FIRE PROTECTION DISTRICT
By Jacker Dancach	By: dely masco
THE Chairman	Title: Time Cive

### Agreement

#### For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the <u>Johnson County E-911</u>, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Saline County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>154.295</u>	
Secondary: Telephone	658-8264	
Other: CDC	BHS	

#### AID OUTSIDE JURISDICTION BOUNDARY

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.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Saline County

OY:

Title:

Disale

AGENCY: Johnson County E-911

Title C. OO ROINATOR

Published Phone # <u>6/8-658-59//</u>



P.O. Box 546 -:- Victoral Illinois 62995 618-658-5911 Fax 618-658-5951

## **E9-1-1 Adjoining Agency Agreement**

May 8, 2014

Illinois State Police District 22 ULLIN, Illinois 62992

This agreement is made between the Johnson County E9-1-1 Public Safety Answering Point herein referred to as "PSAP" and the Illinois State Police D-22 for the purpose of handling and routing E-9-1-1 Emergency Calls.

#### Call Handling

The Johnson County 9-1-1 PSAP receiving a call of an emergency nature in your jurisdiction shall dispatch the call in the following manner:

PRIMARY: LEADS message to CDC, D-22.

SECONDARY: Via telephone number: 618-542-1484

Once an emergency unit has responded to a notification, as stated above, such unit shall render it service to the requesting party without regard to whether the unit is operating outside its normal coverage area.

The legislative intent is that E9-1-1 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The Johnson County PSAP agrees to keep all records, times and place of all calls. All records will be available to all participants of the E9-1-1 system.

It shall be the responsibility of your agency to maintain the report of calls and the disposition of each call received.

Executed this 8 day of May, 2014.

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SHARRING COUNTY EMERGENCY

TO: 130

CPACO APTE COAPT

JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ILLINOIS STATE POLICE DISTRICT 22

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9-1-1 Coordinator

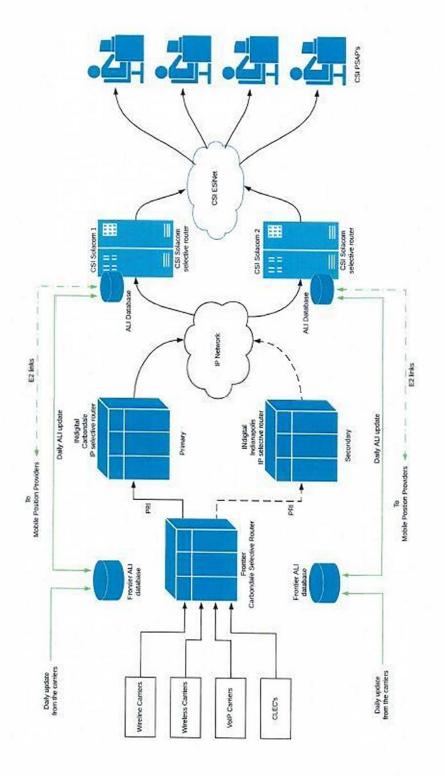
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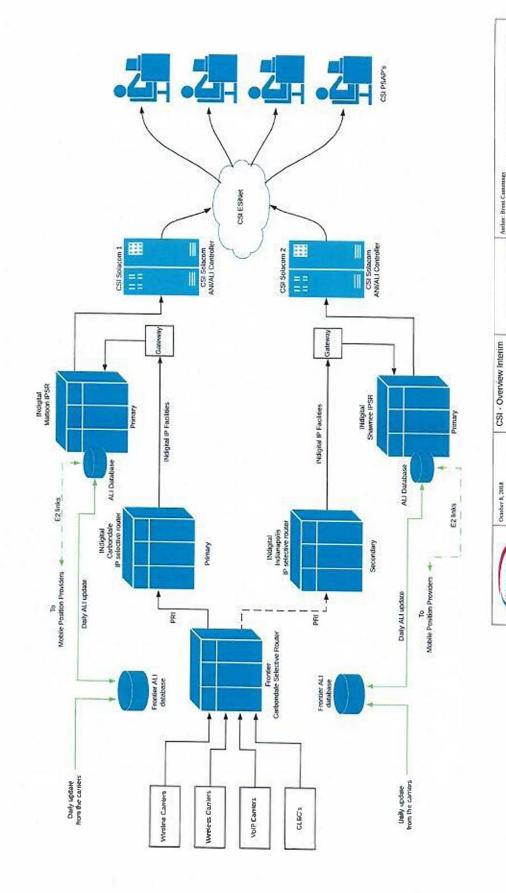
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CSI network Overview - existing



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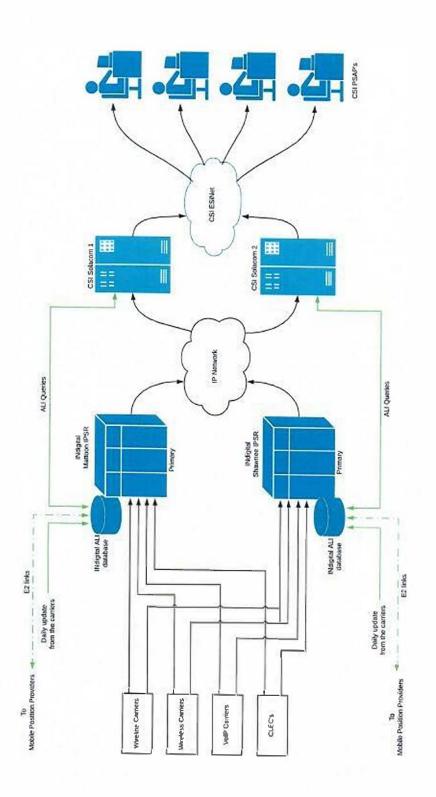
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October B, 2018 Werston LO

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Author: Brest Custonings

CSI network overview - Proposed Final



#### Test procedure:

This is the minimum testing procedure to ensure that we have a good working facilities and configurations. Persons placing test calls, must be patient and polite. Check with INdigital's coordinator before placing a test call. The ECC may become busy and testing may need to be suspended until an emergency situation can be handled.

- 1. Place a test call on existing trunks to establish a working baseline.
- 2. Migrate 911 traffic to ISUP trunks.
- 3. Place a test call on new ISUP trunks. Let the dispatcher know that there is no emergency and you are conducting a test call. Ensure that you have reached the correct PSAP, request that the dispatcher confirm the call ANI and ALI information.
- 4. Switch engineer will then block the last trunk used to deliver a call.
- 5. Repeat step 3.
- 6. Continue to block trunks and make test calls, until all trunks have been tested.
- 7. Block the final trunk to test alternate final routing.
- 8. Unblock all trunks and make one final test call to ensure that configurations are in the final and good operating state.

The carrier may have more calls to make after all of the trunks have been tested. Once all of the trunks have been tested, it is not necessary to repeat the entire procedure for each exchange. One call per exchange will be sufficient after all of the trunks have been tested.

## **List of Telephone Companies**

- 1. Frontier
- 2. Shawnee Telephone

## Proposed Territories Covered by Johnson County Joint E.T.S.B.

Johnson Cou	untv	
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## **Pope County**

## **Hardin County**

- 1. Vienna
- 2. Goreville
- 3. Buncombe
- 4. Cypress
- 5. Belknap
- 6. Simpson

- 1. Golconda
- 2. Eddyville

- 1. Elizabethtown
- 2. Cave-In-Rock
- 3. Rosiclare