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



State of Illinois

Application for 9-1-1 Consolidation Plan

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Consolidation Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to consolidate your 9-1-1 system. All consolidations plans must comply with 83 Ill. Adm. Code Part 1324.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

There are three consolidation categories. Please find below the documents that need to be included when filing a consolidation plan for each category.

- Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB
- 2) Consolidation of either paper ETSB's or multiple ETSB's resulting in the creation of a Joint ETSB and consolidation of individual PSAP's
- Consolidation of PSAPs within an ETSB

Consolidation Plans defined under categories 1) and 2) above, must include the following documents when submitting a consolidation plan:

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

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

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

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

Financial Information A summary of anticipated implementation costs and annual operating costs of the

consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as

the anticipated revenues.

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

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

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

System.

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

System's jurisdictional boundaries.

Attachments (if applicable):

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

Intergovernmental Any intergovernmental agreements or MOU's creating a joint ETSB or any other

Agreement agreements pertinent to the 9-1-1 system.

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

Back-up PSAP Agreement

Establishes back-up and overflow services between PSAPs.

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

Call Handling Call handling agreements shall describe the primary and secondary dispatch method

Agreements to be used by requesting parties within their respective jurisdictions.

Aid Outside Aid outside normal jurisdictional boundaries agreements shall provide that once an Jurisdictional emergency unit is dispatched in response to a request through the system, such unit Boundaries Agreements shall render its service to the requesting party without regard to whether the unit is

operating outside its normal jurisdictional boundaries.

Carrier Listing

A list of each carrier telephone company(s), exchange(s), prefix(es), and the various

9-1-1 System configurations that will be used in the proposed system.

Test Plan

The 911 System's overall plan detailing how and to what extent the network and data

base will be tested.

These consolidation Plans must be filed electronically on the Department's website at:

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

Submit Completed 911 Plans/Waivers

The Department and the ICC have 20 days to complete the technical review of your plan. An Administrative Law Judge (ALJ) will then have 20 days to hold a hearing and make a recommendation to the Advisory Board. From that point the Advisory Board has 20 days to hold a public hearing on the plan and provide a recommendation to the Administrator. Upon receipt of the Advisory Board's recommendation, the Administrator will have 30 days to provide a written decision to the applicant.

Consolidations Plans defined under category 3) above do not need to be submitted electronically on the Department's website.

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

General Information

Contact and 9-1-1 System information.

Plan Narrative

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

Attachments (if applicable):

Network Diagram

Provided by the 9-1-1 system provider showing trunking routing and backup configuration

Call Handling

Call handling agreements shall describe the primary and secondary dispatch method

Agreements

to be used by requesting parties within their respective jurisdictions.

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9-1-1 GENERAL INFORMATION

911 GENERAL INFORMATION

Type of Change: Consolidation within an ETSB	\triangleright	SJoint E7	SB	Uns	erved consolidation		
Current System Name:		Population Served		Land Area in Sq Miles			
Union County ETSB		<u> </u>		17,447		420	
Alexander County ETSB				7,492		230	
				24.939		662	
System Name after Consolidation: Union/Alexander Co	unty Joint E	TSB					
PSAP EFFECTED:	1	lidation/	Decomm	ission/	Primary	Secondary	
(Consolidation Plans Only)	Remai	n Open	Close				
Union County Sheriff's Office	Yes		No		Yes		
*** Pulaski County Sheriff's Office	Yes		No		Yes		
(Pulaski County will answer Alexander County 9-1-1 calls	<u> </u>			_	ļ		
until on or about September 19, 2019)					<u> </u>		
							
					 		
							
			 		ļ		
		-					
911 System Contact: Crystal Gurley							
Street Address: 309 W Market St., Room 016							
City, State and Zip Code: Jonesboro, IL 62952							
Office Telephone: (618) 833-5442						-	
·			-				
Cellular Telephone: (618) 697-3757						<u> </u>	
Email: cgurley@unioncountyil.gov							
Mirologo Coverage for Consolidated Customs	ı	Diagos st	aak if aa-l	iaakla:			
Wireless Coverage for Consolidated System:			eck if appl				
100% Phase II compliant			NG9-1-1 ca				
_100% Phase I compliant	•		Receive 9-1				
		i	Receive Q.	1_1 \/id	90		



VERIFICATION

I, Crystal Gurley	, first being duly sworn upon oath, depose and say that I am
Director	, of Union/Alexander County Joint ETSB; that I have read the foregoing
plan by me subscribed and	know the contents thereof; that said contents are true in substance and in
fact, except as to those mat	ters stated upon information and belief, and as to those, I believe same to
be true.	
	Crystal Gully
Subscribed and sworn to be	fore me
this 24 day of Sur	<u>legher</u> , 20 18.
NOTARY PUBLIC, HILINOIS	OFFICIAL SEAL HEIDI ROBINSON Notary Public, State of Illinois My Commission Expires 07-29-2019

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

September 28, 2018 (Date)
Jim Tollaksen (9-1-1 System Provider Company Representative)
Communications Venture Corporation (d/b/a Indigital Telecom) Indigital (9-1-1 System Provider Company Name)
1616 Directors Way (Street Address)
Fort Wayne, IN 46808 (City, State, Zip Code)
Dear Mr. Tollaksen :
This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 ETSB) authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.
Sincerely,
Cuptal Guley

enclosure: Consolidation Plan

PLAN NARRATIVE

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 d	efined in 1325.415 and 1325.515 Yes No
2.	Type of Radio/Telecommunications systems comparparticipating and adjacent agencies.	STARCOMM21 STARCOMM21 ITTF channels only Other, explain below
	A 6 site Motorola VHF Radio System is use service. Each is equipped with UPS batter	ed to dispatch all police, fire and EMS calls for y backup and generator backup power.
3.	Will all PSAPs remaining after consolidation direct of to section 1324.200b)3)?	lispatch 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.	Public education. This is an unserved county This is an existing 9-1-1 sy	y that will require public education. (See attachment.) ystem(s) and does not require public education.
10.	This is an existing 9-1-1 system(will require training. (See attachment.) s) and does not require internal training/similar/ongoing training te of policy from agencies served.
11.	This is an existing 9	county that will require training. (See attachment.) 9-1-1 system(s) and does not require internal training/similar/ r 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
44-	Fundain all accords of the database in the surfice in	it undeted where is it leaded ato
14a. 	Explain all aspects of the database, i.e., how often is	s it updated, where is it located, etc.
	SSP administrative responsibilities for the database at the	or the subscribers that reside in the service territory of the updates from the carriers prior to the cut over and assume all 911 e time of conversion. INdigital will work with the carriers and to date and in compliance with Illinois state law, on an ongoing
15.	Who is the 9-1-1 system provider for your 911 system next generation based or a combination.	m? Please explain whether the system will be legacy based,
	ESRP's. INdigital will work with the carriers that are curre	unks from the participating carriers to the two new LNG's or ently connected to the NG911 Inc selective router for delivery of County. Traffic will be migrated over, carrier by carrier, to the new gration is during the third quarter of 2019.
	PSAP. Access is password protected. The IP based 911 Legacy Network Gateways (LNG's) and Emergency Serv	neration network and will deliver calls using IP technology to the network is private with no outside access. There will be redundant rice Routing Proxy's (ESRP's). One set is located in Mattoon, IL ver 9-1-1 calls to the ESRP's or LNG's by using SS7 signaling or tached proposed network diagram.

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 - Union County/Alexander Joint 9-1-1 System

The Union County Emergency Telephone System Board is requesting to change it's 9-1-1 System Service Provider (9-1-1 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 Union County ETSB is upgrading their call delivery system, to ensure that all carriers are connected directly to the selective routers serving the PSAP.

In addition, Union County is also requesting approval of consolidating its 9-1-1 System with Alexander County. Union County has entered into an intergovernmental agreement with Alexander County to consolidate into a joint 9-1-1 System and form a joint Emergency Telephone System Board (ESTB). The consolidated 9-1-1 System will be called the Union/Alexander County Joint ETSB. The existing PSAP that is located in Union County will answer wireline, wireless, and VoIP 9-1-1 calls for both counties.

The consolidated system will comply with all State and Federal requirements and be compliant with the National Emergency Number Association (NENA) 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.

Carrier network deployment stages:: Stage 1:

The carrier trunks will remain connected to Frontier's Carbondale central office. New network connections will be be established from Carbondale to gateways located at the existing data centers in Murphysboro and Harrisburg.

Narrative Plan:

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 Mattcon 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, INdigital 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 both Union and Pulaski Counties will occur during Stage 2 of the project. All split exchanges for both counties are shared with other counties that are part of the CSI group and will continue to route to the same PSAPs that are currently receiving the calls during and after the Stage 1 cutover. PS ALI subscribers will continue to route as they currently do after the Stage 1 cutover.

All split exchanges 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. These project calls will include all participating Originating Service Providers (OSPs), along with ICC and ISP Staff, as well as representation from the 9-1-1 System. Any changes to the routing of split exchanges for Alexander County will occur at cutover for Stage 2. Alexander County calls will be migrated to the Union/Alexander County PSAP at Stage 2 cutover. PS ALI subscribers will be identified and notified during Stage 2 network and database migration plans.

INdigital will work with Union 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 Union and Alexander Counties will establish new 9-1-1 trunks to the INdigital selective routers/or LNGs that are located in Mattoon and Rosiclare, Illinois. INdigital will work with each carrier to determine the type of trunk signaling and establish points of interconnection for 9-1-1 call delivery. INdigital will host industry project management calls with all participating carriers, ICC Staff, ISP Staff, and the 9-1-1 System maintenance provider to establish a schedule and to coordinate the network installation as well as the subsequent 9-1-1 traffic migration to the INdigital selective routers/ESRP's. The OSPs/Carriers can deliver 9-1-1 calls to the INdigital ESRPs or LNG's by using SS7 signaling or by using SIP trunking, with associated IP based signaling. PS ALI subscribers will be identified and included in the network and database migration plans.

INdigital leases facilities with other certified carriers in Illinois to build out it's 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. Finalized 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 9-1-1 System.

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.

Narrative Plan:

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 cut over and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the carriers and the Union/Alexander County 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 and will implement 9-1-1 call transfer with ANI between neighboring counties of the Consolidated system where possible, post-conversion. The Union/Alexander Joint ETSB will file a wireless plan with the ISP after the consolidation modification plan is approved. Wireless calls will be delivered in Stage 1 as they are currently delivered. INdigital will route wireless 9-1-1 based on what has been approved by the ISP/ICC.
been approved by the ISP/ICC.

FINANCIAL INFORMATION

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to be transferred to the Joint ETSB				
Union County ETSB	\$		\$ 200,000	.00	
Alexander County ETSb	\$		\$ 250,000	.00	
Dispatch Staff and Positions					
3Number of answering positions prior to the consolidati	on (total for	all entities)			
3Number of answering positions in the consolidated sys	stem				
8Number of full time dispatchers/call takers prior to the	consolidation	on (total for all (entities)		
8 Number of full time dispatchers/call takers in the consc	olidated sys	stem			
Number of part time dispatchers/call takers prior to the	e consolidat	tion (total for all	entities)		
	solidated sy	rstem			
Total amount (and percentage) of salaries paid for by 9-1-1 au	uthority prio	r to consolidation	on:		
		\$	\$ 102,000.00	20 %	
Total amount (and percentage) of salaries to be paid for by 9-	1-1 authorit	y after consolid	ation:		
		\$	\$ 102,000.00	<u>20</u> %	
9-1-1 Network Cost (per year)					
a) Total network cost for each entity prior to the consolidation		\$	\$ 246,6	349.56	
b) Total network cost of consolidated system		\$	\$ 63,2	289.56	
c) Net change in network costs:		\$	\$ 183,3	360.00	
If no cost savings in network please explain:					
The consolidation of ETSB also includes transitioning to Indigital a granted "authority to operate" a 9-1-1 system. The consolidation existing PSAP in Union County.					
NOTE (a) Total network cost for each entity prior to the consolidation is a	dor roviou	L., ICD			
(a) Total network cost for each entity prior to the consolidation is a	Muei Ieview	by ior.			
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FINANCIAL INFORMATION

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

Network Cost		Estimated Amount (per year)
Indigital	·	\$\$ 46,830.48
Clearwave		\$ 6,000.00
AT&T		\$\$ 1,872.00
Frontier		\$ 8,587.08
		\$
Other Consolidation Cost		
PSAP, CPE, CAD Equipment, logging recorders	\$	\$ 10,000.00
MSAG and Mapping Development or changes	\$	\$ 10,000.00
Radio Consoles	\$	\$ 29,185.00
Construction or Remodel of PSAP	\$	\$ 0.00
Personnel	\$	\$ 62,000.00
Other (Please place total amount in the blank at the right and explain below).	\$	\$ 20,000.00
Estimate of potential charges for the consolidation of Union	and Alexander	County
	and Alexander	County
Recurring and Nonrecurring Cost (per year)		
	and Alexander	\$ 15,000.00
Recurring and Nonrecurring Cost (per year)		
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation	\$	\$ 15,000.00
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities)	\$ \$	\$ 15,000.00 \$ 317,494.69
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system	\$ \$	\$ 15,000.00 \$ 317,494.69 \$ 272,857.70
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a - b = c	\$ \$	\$ 15,000.00 \$ 317,494.69 \$ 272,857.70
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a - b = c Revenue (per year)	\$ \$	\$ 15,000.00 \$ 317,494.69 \$ 272,857.70 \$ 44,636.99
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c Revenue (per year) Projected surcharge revenue	\$ \$	\$ 15,000.00 \$ 317,494.69 \$ 272,857.70 \$ 44,636.99 \$ 337,583.00
Recurring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c Revenue (per year) Projected surcharge revenue Projected revenue from local governments	\$ \$	\$ 15,000.00 \$ 317,494.69 \$ 272,857.70 \$ 44,636.99 \$ 337,583.00 \$ 0.00

5 YEAR STRATEGIC PLAN FOR CONSOLIDATION

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)

Narrative:

The Union/Alexander County ETSB PSAP will serve all citizens of Union and Alexander Counties.

Mapping, addressing, database update records, recordings, etc will be maintained by the Union/Alexander County Joint ETSB Staff. All calls for service will be answered at the existing Union County PSAP utilizing the current Solocom 9-1-1 CPE and radio consoles.

All emergency service agency dispatch frequencies either are currently installed or will be installed prior to cut live of the Joint ETSB system.

Alexander County ETSB currently has a contract with Pulaski County ETSB to provide dispatch services. This contract requires a "one year notice to quit". The notice to guit was mailed certified on September 19, 2018.

During this year requirement, the following can be accomplished:

All necessary changes will be made at the Union County PSAP to incorporate the dispatching needs of Alexander County Emergency Responders.

Coordination with the SSP to install Alexander MSAG, database and mapping information.

Coordination with AT&T & Frontier (LEC's), wireless vendors and VOIP providers to ensure call deliver to the Union County PSAP and call testing performed. In addition to providing adequate notice to LEC's, wireless vendors and VOIP providers for the Union/Alexander County Joint ETSB to begin receiving all previous Alexander County Surcharge, currently sent to Pulaski County ETSB.

Following is a timeline estimate:

September 28, 2018 file plan

December 1, 2018 transition Alexander County map data to Union County. Union/Alexander County Joint ETSB takes over address assignment, MSAG and map updates (In coordination with map vendor and SSP) January 1, 2019 File wireless plan and notify Teleco's of the change of Alexander County call routing from Pulaski County to Union County.

January-June 2019 coordinate with SSP to merge Alexander database (ANI) records September 19, 2019 ends "one year notice to quit"

On or about September 19, 2019 cut live and call through testing at Union County PSAP and back-up PSAP

DETAILED 5 YEAR STRATEGIC PLAN ATTACHED

Mission Statement:

Union/Alexander County Joint ETSB exists to enhance the quality of life of every person entering or residing in Union/Alexander County's, by receiving and processing 9-1-1 emergency calls, dispatching Police, Fire and Emergency Medical Services in a prompt efficient, courteous, and professional manner, to help save lives and protect property and assist the public, making Union/Alexander a safe place to live, work and visit.

Union/Alexander County Joint ETSB:

Currently, Union and Alexander County ETSB's approve and project planning within in their current year budget approval.

Dispatch Services will be provided contractually by the Union County Sheriff's Office PSAP located at 309 W Market St, Jonesboro IL 62952. Union/Alexander Joint ETSB will continue utilizing the Union County Sheriff's dispatch employees. Current Union County Sheriff's Office SOP's incorporate the needs of the Joint ETSB and Emergency Services.

Previously, Alexander County entered into a Dispatch Contract with Pulaski County 9-1-1. This contract requires a "one year notice to quit". Upon the completion of this requirement, dispatch services for Alexander County will begin at the Union County PSAP.

The current Next Generation Solocom 9-1-1 equipment was upgraded and installed in 2015 meeting or exceeding NENA standards. A modification plan was filed and approved for Union and Alexander County individually.

Mapping system is provided through WTH Engineering. The mapping system has been utilized by Union County 9-1-1 and the Alexander County map data has been incorporated within this mapping system to identify the location of VOIP, wire line and wireless callers.

Objectives and Strategies:

Funding of Union/Alexander needs to be proactive versus reactive, due to technological advances, mandate required for 9-1-1 centers and grant funding becoming minimal or non-existent. The County Boards do not offer financial support and the agencies we provide dispatch services cannot absorb dispatch fees needed for equipment maintenance and replacement.

Union County provides facility maintenance, Sheriff's Office personnel, employee benefits, utilities, IT generator backup within the contractual agreement to provide dispatch services. ETSB reimburses the County for Sheriff's Office Dispatch personnel and benefits.

The strategy is as follows:

- 1. Seek and provide support for Legislative efforts to increase wireless/wire line /VOIP tariff funding.
- 2. Seek possible grant funds.
- 3. Continue to manage costs.

PA099-0006 standardized surcharge for all wireless, wire line, VOIP phones. It also included an increase in pre-paid phone service. Recurring network costs became the responsibility of the Illinois State Police on January 1, 2016. Systems with a higher surcharge referendum than \$.87 set by this public act will be held harmless to the amount of wire line income reported by Union County and Alexander County in the 2014 AR report.

Staffing and Hiring:

Administrative staff level will be determined by the Joint ETSB.

Dispatch staff level will be determined by the Union County Sheriff with additional dispatch staff hiring under the Union County Merit Commission.

Training and Development:

Mandatory training of EMD/CPR/IDPH
Standard Operating Procedure
Continuing Education as required to maintain EMD/CPR/IDPH

Facility:

A new Court House facility was completed in 2013. The brick facility was constructed with all proper security requirements of a 9-1-1 center. The Union County Sheriff's PSAP is located in the bottom floor of the facility. Security card access is limited by permissions within each individual card. Security cameras are monitored within the PSAP. No public access is permitted.

Insurance for the facility is provided by the County of Union. Insurance is also supplied by Union County and reimbursed from ETSB for personal ETSB property. (Repeaters, radio equipment, towers, PSAP equipment, office equipment, vehicle etc.)

Union County provides maintenance of the building.

Equipment:

The equipment needed to operate the 9-1-1 system, paging/dispatching and CAD records management system are all separate components.

Solocom equipment is utilized for the 9-1-1 call answering workstations.

ZETRON touch screen radio consoles are used to dispatch all Union and Alexander County emergency personnel.

An EVENTIDE Next Logging System is utilized to record all 9-1-1 calls. An annual maintenance agreement is provided by Nelson Systems.

Radio:

The radio's at the 9-1-1 center are the property of Union/Alexander Joint ETSB.

Antennae's and Repeaters:

Union/Alexander Joint ETSB owns (1) repeater located on Bean Ridge Rd in Alexander County. Alexander Housing Authority High rise in Cairo, IL has an antennae on the roof to aid communications in the Cairo area. Union/Alexander rents tower space on Walkers Communication tower located on Skyline Dr Alto Pass for Union County emergency communications. Radio links are located at the Wolf Lake Fire Department and Dongola Fire Departments to communicate in low lying areas of Union County.

CAD System - IDS Software:

Union County Sheriff's Office and Union County ETSB jointly purchased a CAD Records Management Software for IDS Software. The vendor individually bills Union County ETSB for CAD Maintenance. All other modules are funded by the Union County Sheriff's Office.

WTH Engineering Mapping System:

The WTH Engineering Mapping System was purchased to complete Phase II capabilities. The mapping meets (or exceeds) NENA i3 standards for Next Generation Mapping. The CAD spill aides the mapping software to automatically plot the location of the caller within seconds of the telecommunicator answering the call. Emergency Services may, at

their expense purchase an un-editable license for their emergency units and/or stations. Master mapping data is synced at least once weekly off site, with WTH in Indianapolis, IN. and emergency service units can "pull" synced data to their license for emergency use.

Addresses within Union and Alexander are assigned using this software. Individual names and/or phone information is not included within the mapping software.

An annual maintenance agreement is carried on this software.

UPS Battery Back Up System:

Union County supplies the generator for the Union County Sheriff's Office PSAP. Diesel fuel is provided by the Union County Highway Department.

UPS systems provide power for the short duration between the loss of power to the Generator providing power. All backroom radios, servers, recorder, 9-1-1 call answering workstations have individual UPS backup.

Office Furniture and Dispatch Consoles:

All of the office furniture and consoles for dispatch were purchased by Union County during the construction phase. Replacement and repairs are performed as needed.

Public Information and Education:

Public information is supplied to the schools (as needed) for public education in the proper use of dialing 9-1-1. Public information and education is performed during the Union County Fair.

Pursue Other Sources of Funding:

Union/Alexander County ETSBs participate in the Counties of Southern Illinois-CSI. This coalition was successful in partnering with ClearWave Communications to receive a BTOP/NTIA grant for laying fiber to the PSAPs and Next Generation equipment.

Union/Alexander Joint ETSB will pursue all available outside funding sources.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GINNING CASH BALANCE	\$310,000.00	\$374,725.30	\$436,450.60	\$496,175.90	\$553,901.20
2016 INCOME	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , ,	* 1.2.7, 1.2.1.2	¥ 100,1100	15
STATE OF ILLINOIS WIRELESS/WIRE	\$248,073.00	\$248,073.00	\$248,073.00	\$248,073.00	\$248,073.0
STATE OF ILLINOIS WIRELESS/WIRE	\$89,510.00	\$89,510.00	\$89,510.00	\$89,510.00	\$89,510.00
Other	423,013.00	700,010,00	V 00,010.00	400,010.00	
INTEREST					
TOTAL	\$337,583.00	\$337,583.00	\$337,583.00	\$337,583.00	\$337,583.00
BALANCE	\$647,583.00	\$712,308.30	\$774,033.60	\$833,758.90	\$891,484.20
FY EXPENSES	φοτι,σσσ.σσ	ψ112,000.00	ψ114,000.00	ψοσο,7 σσ.σσ	ψ001, 404 .20
COORD SALARY	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	960,000,0
SEC. SALARY P/T	\$0.00	\$0.00	\$0,000.00	\$0.00	\$60,000.00 \$0.00
PT EMPLOYEES/OT					
COUNTY W/H	\$8,791.50	\$8,791.50	\$8,791.50	\$8,791.50	\$8,791.50
WORKERS COMP	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	\$286.12	\$286.12	\$286.12	\$286.12	\$286.12
FICA/SOC SEC EMPLOYER SHARE	\$2,908.10	\$2,908.10	\$2,908.10	\$2,908.10	\$2,908.10
FICA/MEDICARE EMPLOYER SHARE	\$680.12	\$680.12	\$680.12	\$680.12	\$680.12
IMRF/EMPLOYER SHARE	\$5,713.02	\$5,713.02	\$5,713.02	\$5,713.02	\$5,713.02
VEHICLE INS	\$640.00	\$640.00	\$640.00	\$640.00	\$640.00
PROPERTY AND CASUALTY	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
RECORDS PROCESSING FEE	\$1,965.05	\$1,965.05	\$1,965.05	\$1,965.05	\$1,965.05
ADDRESSING	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
REIMB SHERIFF TC'S	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
ADVERTISING	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
COMPUTER SOFTWARE	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
CONTINGENCY	\$10,709.37	\$10,709.37	\$10,709.37	\$10,709.37	\$10,709.37
NFERENCE	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
NETWORK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PHONE	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
HEALTH INS	\$7,674.42	\$7,674.42	\$7,674.42	\$7,674.42	\$7,674.42
EMPLOYEE VISION	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
MAINTENANCE AGMT	\$29,000.00	\$32,000.00	\$34,000.00	\$36,000.00	\$40,000.00
MEMBERSHIP/DUES	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
MILEAGE/MEALS	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00
POSTAGE	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
OFFICE EQUIPMENT	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
OFFICE SUPPLIES	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
REPLACEMENT REPAIR	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
PUBLIC EDUCATION	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
TRAINING	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOWER MAINTENANCE	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
CAPITAL IMPROVEMENT/VEHICLE	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
UNIFORMS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
EQUIPMENT/SERVICES	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
RENT/911 SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAJOR MED DEDUCT	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
ETSB MEETING	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
NEXT GENERATION RECURRING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEARWAVE	ψ0.00	φ0.00	φυ.υυ	φυ.υυ	\$0.00
NG 911-NETWORK					
AL	\$272,857.70	\$275 057 70	6077 057 70	6070 057 70	\$202 OE7 70
ANCE	\$374,725.30	\$275,857.70 \$436,450.60	\$277,857.70 \$496,1 7 5.90	\$279,857.70 \$553,901.20	\$283,857.70 \$607,626.50

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COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Alto Pass	23 N Elm St. Alto Pass 62905
Anna	109 Market St. Anna 62906
Buncombe	62912 (No facility)
Carbondale ***(Jackson Co. ETSB)	200 S Illinois Ave. Carbondale 62901
Cairo	1501 Washington Ave. Cairo 62914
Cobden	112 E Maple St Cobden 62920
Cypress ***(Johnson Co. ETSB)	58 Ellen St Cypress 62923
Dongola	136 N East Front St. Dongola 62926
East Cape Girardeau	62957 (No facility)
Goreville*** (Johnson Co. ETSB)	105 W. Collins St. Goreville 62939
Jonesboro	1101 Public Square Jonesboro 62952
Makanda***(Jackson Co. ETSB)	5420 Old Us Highway 51 Makanda 62958
McClure	38104 Grapevine Trail McClure 62957
Olive Branch	62969 (No facility)
Tamms	425 Front St Tamms 62988
Thebes	413 6th St Thebes 62990
	NOTE:excluded exchanges are denoted by ***



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
Alexander County Ambulance	26711 State Highway 3, Olive Branch 62969	(618) 776-5994	×		
Alexander County ESDA	3104 Sycamore St Cairo IL 62914	(618) 734-3452	х		
Alexander Co. Sheriff's Office	2000 Washington Ave. Cairo IL 62914	(618) 734-2141	×		
Alto Pass Fire Dept.	135 E Pine St. Alto Pass IL 62905	(618) 521-8952	×		_
Anna Fire Dept.	102 Market St. Anna IL 62906	(618) 833-2231	×		
Anna Police Dept.	203 E Vienna St. Anna IL 62906	(618) 833-8571	×		
Cairo Auxiliary Fire Dept	3100 Sycamore St. Cairo IL 62914	(618) 734-2211	×		
City of Cairo Fire Dept.	1513 Washington Ave. Cairo IL 62914	(618) 734-2211	×		
City of Cairo Police Dept.	1513 Washington Ave Cairo IL 62914	(618) 734-2211	×		
Cobden Fire Dept.	201 N. Appleknocker St. Cobden IL 62920	(618) 893-2147	×		
Cobden Police Dept.	203 E. Maple St. Cobden IL 62920	(618) 893-2213	х		
Dongola Fire Dept.	310 US 51 N. Dongola IL 62926	(618) 827-3720	х		
Dongola Police Dept.	136 N East Front St. Dongola IL 62926	(618) 827-4343	×		
Jonesboro Police Dept.	102 N Main St. Jonesboro IL 62952	(618) 833-2740	х		
Horseshoe Lake Fire Dept.	27045 State Highway 3 Olive Branch 62969	(618) 776-5175	×		
IL State Police Dist. #22	1154 Shawnee College Rd. Ullin IL 62992	(618) 845-3740	×		
McCLure/East Cape Fire Dept.	37882 Grapevine Trail McClure IL 62957	(618) 661-1312	×		
McClure Police Dept.	38104 Grapevine Trail McClure IL 62957	(618) 833-5500	X		
Tamms Police Dept.	425 Front St. Tamms IL 62988	(618) 747-2326	×		
Tamms Fire Dept.	190 Railroad St. Tamms IL 62988	(618) 776-5175	×		
Thebes Fire Dept.	Old Rt 3 Thebes IL 62990	(618) 764-5175	×		
Thebes Police Dept.	Old Rt 3 Thebes IL 62990	(618) 764-2477	Х		
Union County Sheriff's Office	309 W Market St Jonesboro IL 62952	(618) 833-5500	Х		
Union Co. Ambulance	301 W Market St Jonesboro IL 62952	(618) 833-7200	X		
Union County ESDA	301 W Market St Jonesboro IL 62952	(618) 833-7200	X		

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
Ware-Wolf Lake Fire Prot Dist	4665 State Rt 3 N Wolf Lake IL 62998	(618) 614-8098	х		
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ADJACENT AGENCIES

ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, address and telephone number. Each agency that appears on this list should also have signed a call handling agreement.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Cypress Fire Dept.	142 Carter St., Cypress, IL 62923	(618) 658-8264
Goreville Fire Dept	105 W Collins St., Goreville, IL 62939	(618) 658-8264
Jackson County Ambulance	520 N University, Carbondale, IL 62901	(618) 529-5158
Jackson County Sheriff	1001 Mulberry St. Murphysboro, IL 62966	(618) 687-3822
Johnson County Ambulance	814 N. 1st St. Vienna, IL 62998	(618) 658-2131
Johnson County Sheriff	P O Box 546, Vienna, IL 62988	(618) 658-8264
Karnak Fire Dept	304 E Washington St, Karnak, IL 62956	(618) 634-2223
Illinois State Police Dist #13	1391 S Washington St, DuQuoin, IL 62832	(618) 542-2171
Lake of Egypt Fire and Ambulance	P O Box 606, Marion, IL 62959	(618) 967-5524
Makanda Fire Dept.	5420 Old US highway 51, Carbondale, Il 62901	(618) 684-5524
Mound City Fire Dept	307 Walnut St. Mound City, IL 62963	(618) 748-9431
Mound City Police Dept	304 Main St. Mound City IL 62963	(618) 748-9644
Mounds Fire Dept	215 First St. Mounds, IL 62964	(618) 745-9421

ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, address and telephone number. Each agency that appears on this list should also have signed a call handling agreement.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Mounds Police Dept	217 First St. Mounds, IL 62964	(618) 745-9421
Pulaski County Sheriff's Office	500 Illinois Ave., Mound City, IL 62963	(618) 748-9124
Murphysboro-Pomona-Sommerset Township FPD	P O Box 625, Murphysboro, IL 62966	(618) 687-1344
Pulaski County Ambulance	75 Camo Clad Dr., Mounds, IL 62964	(618) 748-9124
Pulaski County ESDA	500 Illinois Ave., Mound City, IL 62963	(618) 748-9124
Pulaski Fire Dept	150 Market St., Pulaski, IL 62976	(618) 748-9374
Tower Rock Fire Protection District	201 Market St., Grand Tower, IL 62942	(618) 565-3451
Ullin Fire Dept.	135 Railroad St, Ullin, IL	(618) 845-3451
Williamson County Ambulance	800 E. DeYoung St. Marion, IL 62959	(618) 993-3019
Williamson County Fire Protection District	1505 E. Main St., Marion, IL 62959	(618) 993-3019
Williamson County Sheriff	200 W. Jefferson ST., Marion, IL 62959	(618) 997-6541

CARRIER LIST

CARRIER LIST

(Wireline, Wireless, VoIP)

A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

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CARRIERS	STREET ADDRESS	CITY, IL
Frontier (618)833	306 Morgan St,	Anna, IL
Frontier (618) 827	102 Oak St	Dongola, IL
Frontier (618) 893	210 Oak St	Cobden, IL
AT&T (618)734	221 15 St	Cairo, IL
AT&T (618)747	420 Front St	Tamms, IL
AT&T (618)661	NA Paragon Site off of SW Bell Cape Girardeau, MO	McClure, IL
Big River	NA	
Aero Com	NA	
Level 3	NA	
Media Com	NA	
Sprint	NA	
Clearwave	P O Box 808	Harrisburg, IL
Sprint	NA	

CARRIER LIST

(Wireline, Wireless, VoIP)

A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS	CITY, IL
AT&T Wireless	NA	
Verizon Wireless	NA	
Sprint Wireless	NA	
T-Mobile	NA	

ATTACHMENTS

UNION COUNTY 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT (REDACTED)

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.

1.	Purpose	limite party	t of a non-exclusive, non-sub licensable and non-transferable ed license to use the Software, which shall include any third-software, necessary or required for the operation of omer's emergency telephone system in the Territory.
	pe of Agreement/Document		Original Agreement Amendment
2.	Parties/Notices:		
)	INdigital:		munications Venture Corporation (d/b/a INdigital Telecom) digital")
		Fort Fax: E-ma	Directors Row Wayne, IN 46808 (260) 469-4329 iil: contracts@indigital.net ntion: Contract Administration
	Customer:		n County, IL ETSB ("Customer" and together with gital, the "Parties", and, each, individually, a "Party")
			ess: 309 W. Market St. sboro, IL 62952
		E-ma	e: (618) 833-5442 ill: cgurley@unioncountyil.gov act Person: Crystal Gurley
3.	Effective Date	08	2018 ("Effective Date").
4.	Software	incor Main	ware listed and described in <u>Exhibit C</u> attached to, and porated by reference into, this Agreement, together with any tenance Releases provided to Customer pursuant to this ement.
5.	Territory	Unio	n Co. IL ("Territory").
6.	Permitted Use		of the Software by Customer for the purpose of operating an gency telephone system in the Territory ("Permitted Use").

7.	Installation	INdig Custo	gital will deliver and install one copy of the Software to omer.
8.	Maintenance Releases	Main	ng the Term, INdigital will provide Customer with all tenance Releases that INdigital may make generally availabl licensees at no additional charge.
9.	License Fee	Agree	Exhibit D attached to, and incorporated by reference into, this ement. If the Term is renewed, Customer will pay the thennet standard license fees that INdigital charges for the vare.
10.	Additional Charges	Agree	Exhibit D attached to, and incorporated by reference into, this ement for an exhibit of additional charges, if any, for lation, training, and acceptance testing services.
11.	Term	of suc	the ITerm: From Effective Date until five (5)-year anniversary children the date unless terminated earlier pursuant to any of the ement's express provisions.
		additi pursu Party	wal Terms: This Agreement will automatically renew for ional successive 12-month terms unless earlier terminated ant to any of the Agreement's express provisions or either gives the other Party written notice of non-renewal at least y (90) days prior to the expiration of the then-current term.
12.	Exhibits		Exhibit A – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). Exhibit B – Designated Sites Exhibit C - Software/Services Description Exhibit D – Payment and Fees
13.	Other Agreements between Parties		Equipment Purchase and Sale Agreement Support and Maintenance Agreement
and t	Agreement may be executed in counterparts, each of which is the same agreement. A signed copy of this Agreement delivered to have the same legal effect as delivery of an original signed.	d by fa	csimile, e-mail or other means of electronic transmission is
CUS	TOMER:	INDI	GITAL:
Unio	on Co. IL ETSB		MUNICATION VENTURE CORPORATION (D/B/A GITAL)
	Steve Hartline e: Steve Hartline : Union Co. ETSB – Chairman	Name Title:	

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 <u>Section 5.1</u> 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.
- "Documentation" means any and all 1.11. instructions and other manuals. documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe 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 Section 11.3 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 requirement 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, error improvements or other changes to the functionality, user interface, 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" means 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. <u>LICENSE</u>.

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.
- 3. <u>USE RESTRICTIONS</u>. 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 timesharing, 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).
- 4. <u>DELIVERY AND INSTALLATION</u>. 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.** Protection of Confidential Information. 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);
 - 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 <u>Section 5</u> 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. <u>License Fees</u>. 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 <u>Exhibit D</u> (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this <u>Section 7</u>. If the Term is renewed for any Renewal Term(s) pursuant to <u>Section 9.2</u> 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 Fees 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. <u>Taxes</u>. 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 INdigital'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 D 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. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command.

- **6.6.** Late Payment by Customer. 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 setoff, 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.
- 7. 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

(c) 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 INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital'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>. INdigital's failure to comply with paragraph 4.2(i) shall be a material breach.
- **9.5.** Effect of Termination or Expiration. On 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)</u> of these 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.** Surviving Terms. 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. <u>Mutual Representations and Warranties.</u> 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.
- 10.2. <u>Limited Warranty</u>. Subject to the limitations and conditions set forth in <u>Section 10.3</u> of these Terms and <u>Section 10.4</u> of these Terms, INdigital warrants to Customer that for a period of 365 days from the <u>Effective Date</u> (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).
- 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

due 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.
- 10.6. 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, THESE 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 NON-INFRINGEMENT. WITHOUT AND 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 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** WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH **OTHER** GOODS, 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 "AS IS" PROVIDED AND 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, firmware, 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);
 (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.
- 11.3. 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 Indemnitee'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 infringe, 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.
- Sole Remedy. THIS SECTION 11 11.5. 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) ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE DOCUMENTATION) INFRINGES, AND **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 MATERIALS. (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR CONSEQUENTIAL, SERVICES, OR (f) INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, **ENHANCED** OR **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.

- **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE **AGGREGATE** AND LIABILITY OF **INDIGITAL SUPPLIERS** LICENSORS, AND **SERVICE** PROVIDERS ARISING OUT OF OR RELATED TO **AGREEMENT** (INCLUDING TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT NEGLIGENCE), (INCLUDING 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 first completing all required undertakings (including obtaining any necessary export license).

14. FORCE MAJEURE.

14.1. No Breach or Default. 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.

- 15.4. 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 Section 14.7 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 <u>and</u> **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

Union County 911 309 W. Market St. Jonesboro, IL 62952

At the time of execution of this contract Union county is engaged in negotiations with Alexander county to consolidate 9-1-1 services into a single PSAP servicing both counties, In the interest of making forward progress Union and Alexander counties has agreed to enter into individual contracts with INdigital for 9-1-1 services.

Upon the consolidation of Union and Alexander counties and such time that Union county begins answering calls for Alexander county, the contract between INdigital and Alexander county will be terminated without penalty. Further, INdigital will provide an Amendment to this Agreement noting the change of name for the new joint ETSB as well as revised service rates reflecting the requirements of the joint ETSB.

EXHIBIT C

Software / Services Description

- 1. GIS and Database Services. Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Union County, IL service area will be processed by INdigital using industry standard record exchange and correction methods. i2 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.
- 2. <u>Routing Services</u>. 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.
- Network Services. 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 (Jackson 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. <u>Transfers.</u> 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 ESInet 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.
- 7. <u>Backup and Overflow Call Routing.</u> 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

Routing Services — mo.* Legacy Gateway Ports — mo.* Backup Service - (1st MEVO Station included with NGCS monthly price, see exhibit C-4). Additional Mosckup answer positions at the most per mo. per position (phone and service) Texty — TBD choice of Basic, Standard and Advanced, billing to be determined

Monthly Recurring Cost — mo. (elements with * to be billed directly to the Illinois State Police 9-1-1 Administrative Support Command for INdigital NGCS of Database/Selective Routing/Legacy Gateway Ports).

ALEXANDER COUNTY 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT (REDACTED)

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.

oftw	are License attached to this Agreement as Exhibit A and incorp	oratec	into this Agreement by reference in their entirety.
1.	Purpose	limite party	t of a non-exclusive, non-sub licensable and non-transferable ed license to use the Software, which shall include any third-software, necessary or required for the operation of omer's emergency telephone system in the Territory.
Ту	pe of Agreement/Document		Original Agreement Amendment
2.	Parties/Notices:		
	INdigital:		munications Venture Corporation (d/b/a INdigital Telecom) digital")
		Fort Fax: E-ma	Directors Row Wayne, IN 46808 (260) 469-4329 til: contracts@indigital.net ntion: Contract Administration
	Customer:		ander County, IL ETSB ("Customer" and together with gital, the "Parties", and, each, individually, a "Party")
			ess: 3911 Sycamore St. o, IL 62914
		E-ma	e: (618) 833-5442 iil: cgurley@unioncountyil.gov act Person: Crystal Gurley
3.	Effective Date	08	/14/20182018 ("Effective Date").
4.	Software	incor Main	ware listed and described in Exhibit C attached to, and porated by reference into, this Agreement, together with any tenance Releases provided to Customer pursuant to this ement.
5.	Territory	Alex	ander Co. IL (" 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	INdig Custo	gital will deliver and install one copy of the Software to omer.
8.	Maintenance Releases	Main	ng the Term, INdigital will provide Customer with all tenance Releases that INdigital may make generally available licensees at no additional charge.
9.	License Fee	Agree	Exhibit D attached to, and incorporated by reference into, this ement. If the Term is renewed, Customer will pay the thennat standard license fees that INdigital charges for the ware.
10.	Additional Charges	Agree	Exhibit D attached to, and incorporated by reference into, this ement for an exhibit of additional charges, if any, for lation, training, and acceptance testing services.
11.	Term	of suc	al Term: From Effective Date until five (5)-year anniversary ch date unless terminated earlier pursuant to any of the ement's express provisions.
		additi pursu Party	wal Terms: This Agreement will automatically renew for ional successive 12-month terms unless earlier terminated ant to any of the Agreement's express provisions or either gives the other Party written notice of non-renewal at least y (90) days prior to the expiration of the then-current term.
12.	Exhibits		Exhibit A – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). Exhibit B – Designated Sites Exhibit C - Software/Services Description Exhibit D – Payment and Fees
13.	Other Agreements between Parties		Equipment Purchase and Sale Agreement Support and Maintenance Agreement
and t	Agreement may be executed in counterparts, each of which is the same agreement. A signed copy of this Agreement delivered to have the same legal effect as delivery of an original signed.	d by fa	csimile, e-mail or other means of electronic transmission is
CUS	TOMER:	INDI	GITAL:
Alex	ander Co. IL ETSB		IMUNICATION VENTURE CORPORATION (D/B/A GITAL)
	DocuSigned by: Chalen Tatum E: Chalen Tatum Alexander Co. ETSB – Chairman	Name Title:	

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 Section 1:
 - 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.
- 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 Section 11.3 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 requirement 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, enhancements, error corrections. improvements or other changes to the interface, functionality, user 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" means 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. <u>LICENSE</u>.

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 timesharing, 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).
- 4. <u>DELIVERY AND INSTALLATION</u>. 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.** Protection of Confidential Information. 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);
 - 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 Fees 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. <u>Taxes</u>. 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 INdigital'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 D 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. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command.

- **6.6.** Late Payment by Customer. 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 setoff, 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

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

(c) 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</u> Infringement. 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 INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital'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> INdigital's failure to comply with paragraph 4.2(i) shall be a material breach.
- **9.5.** Effect of Termination or Expiration. On 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)</u> of these 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.** Surviving Terms. 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.
- 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).
- 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

due 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.
- 10.6. 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 THESE 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 WITHOUT AND NON-INFRINGEMENT. THE FOREGOING, **INDIGITAL** LIMITING MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY SERVICES, TECHNOLOGIES OR GOODS. 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** WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH OTHER GOODS, 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 PROVIDED "AS IS" AND 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.

- 11.1. INdigital Indemnification. INdigital 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, firmware, 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);
 (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.
- 11.3. 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 Indemnitee'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 infringe, 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.
- Sole Remedy. THIS SECTION 11 11.5. 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) 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

EXHIBIT A GENERAL TERMS AND CONDITIONS (9-1-1 SERVICES AND SOFTWARE LICENSE)

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 MATERIALS, LOSS, DAMAGE, (d) CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR CONSEQUENTIAL, (f) INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, **ENHANCED** OR **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 ESSENTIAL PURPOSE.

- 12.2. CAP ON MONETARY LIABILITY. WILL THE AGGREGATE IN NO EVENT 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 first completing all required undertakings (including obtaining any necessary export license).

14. FORCE MAJEURE.

14.1. No Breach or Default. 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

EXHIBIT A GENERAL TERMS AND CONDITIONS (9-1-1 SERVICES AND SOFTWARE LICENSE)

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.

- 15.4. 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 Section 14.7 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).
- .<u>Amendment</u> Modification; and 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.

EXHIBIT A GENERAL TERMS AND CONDITIONS (9-1-1 SERVICES AND SOFTWARE LICENSE)

- 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

500 Illinois Ave. – Building B Mound City, IL 62963

At the time of execution of this contract Union county is engaged in negotiations with Alexander county to consolidate 9-1-1 services into a single PSAP servicing both counties. In the interest of making forward progress Union and Alexander counties has agreed to enter into individual contracts with INdigital for 9-1-1 services.

Upon the consolidation of Union and Alexander counties and such time that Union county begins answering calls for Alexander county, the contract between INdigital and Alexander county will be terminated without penalty. Further, INdigital will provide an Amendment to this Agreement noting the change of name for the new joint ETSB as well as revised service rates reflecting the requirements of the joint ETSB.

EXHIBIT C

Software / Services Description

- 1. GIS and Database Services. Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Alexander County, IL service area will be processed by INdigital using industry standard record exchange and correction methods. i2 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.
- 2. <u>Routing Services</u>. 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.
- 3. <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 (Jackson 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. <u>Transfers.</u> 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 ESInet 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.
- 7. <u>Backup and Overflow Call Routing.</u> 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 - mo.*

Routing Services - mo.*

Legacy Gateway Ports - mo.*

Backup Service - (1st MEVO Station included with NGCS monthly price, see exhibit C-4). Additional MEVO backup answer positions at the per mo. per position (phone and service)

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

Monthly Recurring Cost - Command for INdigital NGCS of Database/Selective Routing/Legacy Gateway Ports).

ORDINANCE DISSOLVING UNION COUNTY ETSB

COUNTY OF UNION, ILLINOIS

ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING AND AUTHORIZING THE OPERATION OF AN EMERGENCY TELEPHONE SYSTEM BOARD KNOWN AS THE UNION/ALEXANDER JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., further authorizes and promotes intergovernmental cooperation; and,

WHEREAS, the Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/15.4, allows the establishment of a joint emergency telephone system board; and,

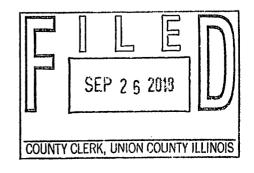
WHEREAS, the County of Union, Illinois and the County of Alexander, Illinois have determined to form a joint emergency telephone system board.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, ILLINOIS, AS FOLLOWS:

SECTION 1: The Intergovernmental Agreement Establishing and Authorizing the Operation of an Emergency Telephone System Board Known as the Union/Alexander Joint Emergency Telephone System Board (the "Intergovernmental Agreement") attached to this Ordinance is approved.

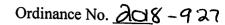
SECTION 2: The Chair of the Board of Commissioners is authorized and directed to execute the Intergovernmental Agreement and take any other actions required for such authorization.

SECTION 3: All ordinances or portions of ordinances and any other provisions of the Union County Code are repealed pursuant to this Ordinance on the Effective Date of the Intergovernmental Agreement as such Effective Date is defined in the Intergovernmental Agreement.



PASSED AND APPROVED at a meeting of the Board of Commissioners of the County of Union, Illinois this 26 th day of September, 2018.
Bobby Toler, Jr., Chairman
ATTEST: Vonda Benefield Union County Clerk
Commissioners voting aye: Bobby Toler Tr. Danny Hartline, Dale Foster, Max Miller
Commissioners voting nay:
Abstention(s):
Absent: David Gould

ORDINANCE DISSOLVING ALEXANDER COUNTY ETSB





COUNTY CLERK & RECORDER ALEXANDER COUNTY, IL

COUNTY OF ALEXANDER, ILLINOIS

ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING AND AUTHORIZING THE OPERATION OF AN EMERGENCY TELEPHONE SYSTEM BOARD KNOWN AS THE UNION/ALEXANDER JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., further authorizes and promotes intergovernmental cooperation; and,

WHEREAS, the Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/15.4, allows the establishment of a joint emergency telephone system board; and,

WHEREAS, the County of Union, Illinois and the County of Alexander, Illinois have determined to form a joint emergency telephone system board.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALEXANDER, ILLINOIS, AS FOLLOWS:

SECTION 1: The Intergovernmental Agreement Establishing and Authorizing the Operation of an Emergency Telephone System Board Known as the Union/Alexander Joint Emergency Telephone System Board (the "Intergovernmental Agreement") attached to this Ordinance is approved.

SECTION 2: The Chair of the Board of Commissioners is authorized and directed to execute the Intergovernmental Agreement and take any other actions required for such authorization.

SECTION 3: All ordinances or portions of ordinances and any other provisions of the Alexander County Code are repealed pursuant to this Ordinance on the Effective Date of the Intergovernmental Agreement as such Effective Date is defined in the Intergovernmental Agreement.

PASSED AND APPROVED at a meeting of the Board of Commissioners of the County of Alexander, Illinois this 18th day of September, 2018.
Chalen Tatum, Chairman
ATTEST: SONYA M. TAYLOR Notary Public, State of Illinois My Commission Expires 12-02-2019
Commissioners voting aye: Chairman Chalen Tatum, Vice Chair Joe Griggs & Commissioners voting nay: Na Bruce Sims
Commissioners voting nay: nay : nay
Abstention(s): \(\sum_{\alpha}
Absent: No.

INTERGOVERNMENTAL AGREEMENT TO FORM UNION/ALEXANDER COUNTY JOINT ETSB



8 2 COUNTY CLERK.

COUNTY CLERK & RECORDER

INTERGOVERNMENTAL AGREEMENT ESTABLISHING AND AUHHAORIZUGRINA OFERATION OF AN EMERGENCY TELEPHONE SYSTEM BOARD KNOWN AS THE UNION/ALEXANDER JOINT EMERGENCY TELEPHONE SYSTEM BOARD

BY AND AMONG

THE COUNTY OF UNION, ILLINOIS, AND THE COUNTY OF ALEXANDER, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT is made as of the Effective Date, as defined in this Agreement, by and among the County of Union, Illinois, a body politic and corporate, ("Union County"), and the County of Alexander, Illinois, a body politic and corporate, ("Alexander County", and together with Union County, the "Parties").

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, et seq., the Parties are authorized to enter into an intergovernmental agreement; and

WHEREAS, the Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/15.4, allows the establishment of a joint emergency telephone system board; and

WHEREAS, the Parties find it is in the best interest of the residents of Union County and Alexander County to establish a joint emergency telephone system board; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promise contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Joint ETSB Established. The Union/Alexander Joint Emergency Telephone System Board is established pursuant to the Emergency Telephone System Act, 50 ILCS 750/0.01, et sea.
- 2. Duration and Termination. This agreement shall terminate upon notice provided by either Party on the date one (1) year from receipt of such notice. Upon termination of the agreement, all property of the Union/Alexander Joint Emergency Telephone System Board shall be divided between the parties proportionately based upon population from the most recent census.
- 3. Effective Date. The "Effective Date" of this Agreement shall be December 1, 2018.
- 4. Membership of Board. The Union/Alexander Joint Emergency Telephone System Board shall consist of seven (7) members.
 - a. Two (2) members shall be appointed by the Board of Commissioners of the County of Alexander as follows:

- i. a member of the Board of Commissioners of the County of Alexander;
- ii. one representative of 9-1-1 public safety agencies, including but not limited to police departments, fire departments, emergency medical services providers, and emergency services and disaster agencies, whom shall be appointed on the basis of their ability or experience.
- b. Five (5) members shall be appointed by the Board of Commissioners of the County of Union as follows:
 - i. a member of the Board of Commissioners of the County of Union;
 - ii. the Union County Sheriff;
 - iii. the Director of the Union County Ambulance Service or some other person representing the Union County Ambulance Service;
 - iv. one representative of 9-1-1 public safety agencies, including but not limited to police departments, fire departments, emergency medical services providers, and emergency services and disaster agencies, whom shall be appointed on the basis of their ability or experience.
 - v. a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area.
- 5. Manner of Appointment, Term of Office, and Removal of Board Members.
 - a. Each member of the Union/Alexander Joint Emergency Telephone System Board shall be appointed by the Chairman of the respective Board of Commissioners with the advice and consent of the Board of Commissioners. Any vacancy shall be filled in like manner.
 - b. Seven members of the Union/Alexander Joint Emergency Telephone System Board shall be appointed to terms beginning upon the first day of December 2018. Three such members shall be appointed for terms of two years and four such members shall be appointed for terms of four years. Upon the expiration of the appointments made in December 2018, each successor shall hold office for a term of four years beginning upon the first day of December of the year in which the term of office commences.
 - i. The following members shall be appointed on upon the first day of December 2018 for two year terms:
 - 1. a member of the Board of Commissioners of the County of Alexander;
 - 2. a member of the Board of Commissioners of the County of Union;
 - 3. a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area.
 - ii. The remaining members shall be appointed upon the first day of December 2018 for four year terms.
 - c. Any person appointed to fill an unexpired term shall serve until the expiration of the original appointment.
 - d. Any member of the Union/Alexander Joint Emergency Telephone System Board may be removed from office upon a two-thirds vote of the Board Commissioners which appointed such member.

- 6. Powers and Duties of Board. The Union/Alexander Joint Emergency Telephone System Board shall have the following powers and duties:
 - a. Planning a 9-1-1 system;
 - b. Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems;
 - c. Receiving moneys from any surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund;
 - d. Authorizing all disbursements from the fund;
 - e. Hiring any staff necessary for the implementation or upgrade of the system;
 - f. Participating in a Regional Pilot Project to implement next generation 9-1-1, as defined in this Act, subject to the conditions set forth in this Act;
 - g. Preparing an annual budget and submitting such annual budget to the Boards of Commissioners of Alexander and Union Counties in accordance with each County's annual budget process.
- 7. Legal Counsel. The Union County State's Attorney shall serve as legal counsel to the Union/Alexander Joint Emergency Telephone System Board in the same manner as the Union County State's Attorney would be required to serve as legal counsel to an Emergency Telephone System Board existing in only Union County.
- 8. Custodian of Funds. The Union County Treasurer shall be the custodian of the funds of, and carry out all other duties regarding an emergency telephone system board relating to, the Union/Alexander Joint Emergency Telephone System Board in the same manner as the Union County Treasurer would be required by law to do so regarding an Emergency Telephone System Board existing in only Union County.
- 9. Employees. Employees of the Union/Alexander Joint Emergency Telephone System Board shall be considered employees of the County of Union, Illinois, for purposes of payroll and benefits including for purposes of the Illinois Municipal Retirement System. Any employees of the Union County Emergency Telephone System Board shall become employees of the Union/Alexander Joint Emergency Telephone System Board on the Effective Date
- 10. PSAP. The Union/Alexander Joint Emergency Telephone System Board PSAP shall be located in the Union County Sheriff's Office.
- 11. Assets. The Union/Alexander Joint Emergency Telephone System Board shall take possession of all assets of the Union County Emergency Telephone System Board and the Alexander County Emergency Telephone System Board; provided, however, the County of Alexander, Illinois shall take possession of the real property located at 3911 Sycamore Street, Cairo, Illinois on the Effective Date, if such property is in the possession of the Alexander County Emergency Telephone System Board on the Effective Date.

- 12. Assumption of Contracts. The Union/Alexander Joint Emergency Telephone System Board shall assume all existing contracts and agreements of the Union County Emergency Telephone System Board and the Alexander County Emergency Telephone System Board.
- 13. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not be affected.
- 14. This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by any Party without the written consent of the Parties.
- 15. The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year written above.

COUNTY OF ALEXANDER, ILLINOIS

Chairman.

Board of Commissioners

ATTEST; Withers

OFFICIAL SEAL SONYA M. TAYLOR Notary Public, State of Illinois My Commission Expires 12-02-2019

County Clerk

COUNTY OF UNION, ILLINOIS

Chairman,

Board of Commissioners

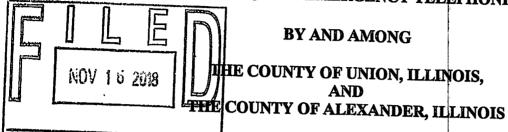
ATTEST;

County Clerk

FILED NOV 1 4 2018

ADDENDUM TO

INTERGOVERNMENTAL AGREEMENT ESTABLISHING AND MUTHOR PRINCE PART OPERATION OF AN EMERGENCY TELEPHONE SYSTEM AGARD ROOWN AS THE UNION/ALEXANDER JOINT EMERGENCY TELEPHONE SYSTEM BOARD



made as of the Effective Date, as defined in this Addendum, by and among the County of Union, Illinois, a body politic and corporate, ("Union County"), and the County of Alexander, Illinois, a body politic and corporate, ("Alexander County", and together with Union County, the "Parties").

WHEREAS, the Parties previously entered into an Intergovernmental Agreement Establishing and Authorizing Operation of an Emergency Telephone System Board Known as the Union/Alexander Joint Emergency Telephone System Board with an effective date of December 1, 2018 (the "Intergovernmental Agreement"); and

WHEREAS, the Parties find it is in the best interest of the residents of Union County and Alexander County to incorporate this Addendum into the Intergovernmental Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promise contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. Paragraph 2 of the Intergovernmental Agreement is deleted in its entirety and replaced as follows:

Duration and Termination. This Agreement shall be for a period of ten (10) years and shall continue thereafter until terminated by either Party. This Agreement shall terminate upon notice provided by either Party on the date one (1) year from receipt of such notice. Upon termination of the agreement, all property of the Union/Alexander Joint Emergency Telephone System Board shall be divided between the Parties proportionately based upon population from the most recent census. Upon termination of the agreement, all liabilities of the Union/Alexander Joint Emergency Telephone System Board, including any liabilities to the Illinois Municipal Retirement Fund, shall be divided between the Parties proportionately based upon population from the most recent census.

B. Paragraph 9 of the Intergovernmental Agreement is deleted in its entirety and replaced as follows:

Employees. Any employee of the Union/Alexander Joint Emergency Telephone System Board shall be considered an employee of the Union/Alexander Joint Emergency Telephone System Board and shall not be considered an employee of either Union County or Alexander County. The Union/Alexander Joint Emergency Telephone System Board shall take all actions necessary to become an employer member of the Illinois Municipal Retirement Fund. Union County shall administer payroll and benefits, including Illinois Municipal Retirement Fund benefits, for any employee of the Union/Alexander Joint Emergency Telephone System Board.

- C. If any provision of this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not be affected.
- D. This Addendum, including the rights, benefits and duties hereunder, shall not be assignable by any Party without the written consent of the Parties.
- E. The Parties may execute this Addendum in counterparts, each of which is deemed an original and all of which only constitute one original.
- F. The Effective Date of this Addendum shall be December 1, 2018.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year

COUNTY OF ALEXANDER, ILLINOIS

Chairman,

Board of Commissioners

ATTEST; Withers

SONYA M. TAYLOR Notary Public, State of Illinois My Commission Expires 12-02-2019

COUNTY OF UNION, ILLINOIS

Board of Commissioners

ATTEST:

BACK-UP PSAP AGREEMENT

INTERGOVERNMENTAL AGREEMENT FOR 911 BACK-UP SERVICES

This AGREEMENT is made and entered into by and between the Jackson County Emergency Telephone System Board, 303 N. Robinson Circle, Carbondale Illinois 62901 hereinafter referred to as "JCETSB", and the Union/Alexander County Joint Emergency Telephone System Board, 309 W. Market St, IL 62952, hereinafter referred to as "UACETSB."

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

WHEREAS, the County of Union/Alexander has entered into an agreement to form a Joint Emergency Telephone System Board known as the Union/Alexander County Emergency Telephone System Board; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 (West 2012) et seq. entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the JCETSB and UACETSB have authorized and directed the execution of this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein and the above and foregoing recitals which are made part of this agreement, the parties agree as follows:

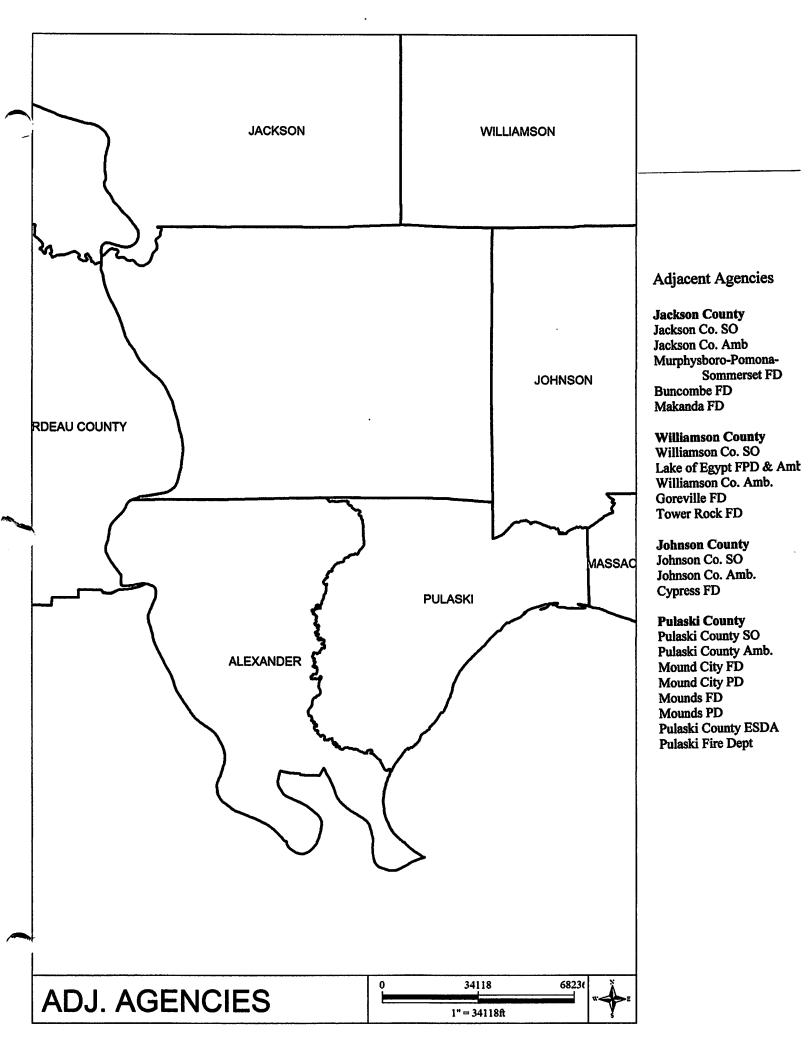
- 1. BACK-UP. The JCETSB in the operation of its 911 system will provide 911 call back-up services to UCETSB should such back-up be necessary, for calls coming into the Union/Alexander County Joint Emergency Telephone System Board public service answering point.
- 2. **DATA-ADDRESSING**. The UACETSB shall provide to the JCETSB any and all addressing and database information required by state statutes and administrative code regulations as is necessary to properly handle emergency calls on a back-up basis.

- 3. EXPENSES. The UACETSB shall pay to the JCETSB all expenses incurred to establish the back-up services that the parties will establish to carry out the intent and purpose of this agreement.
- 4. TERM. This Agreement shall be for an initial term of 12 months from the last date signed by the parties below. The Agreement shall automatically renew for an additional 12 months thereafter and continuing for additional periods of 12 months unless terminated as indicated below.
- 5. TERMINATION. Should either party wish to terminate this Agreement the party so desiring to terminate shall notify the other party by certified U.S. Mail return receipt requested and in addition e-mail, sent to the parties address as listed in the first paragraph of this Agreement. The termination shall not be effective for 6 months after the receipt of the U.S. Mail notice unless mutually agreed to be sooner by the parties.
- 6. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 7. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 8. LAW OF ILLINOIS. This agreement shall be governed in all respects by the laws of the State of Illinois.

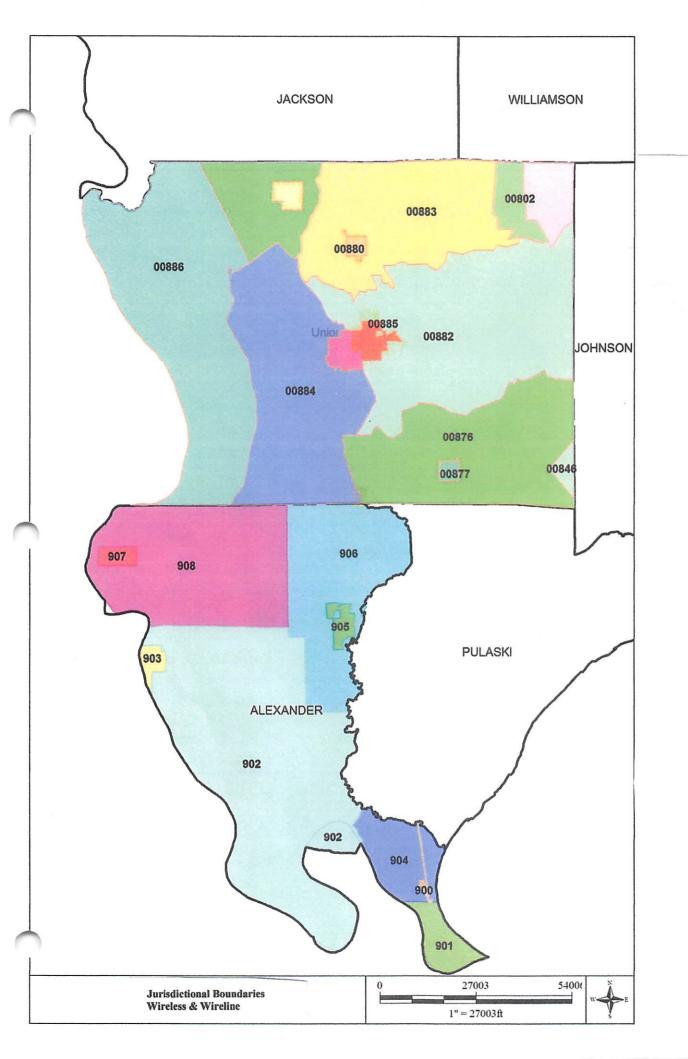
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the dates so indicated.

JACKSON COUNTY EMERGENCY	UNION/ALEXANDER COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD	TELEPHONE SYSTEM BOARD
By: Chairman	By: Criptal Guly
Date: 8-1-18	Date: 9 28 18
Date: 8-1-18	Date: 9 38 18

ADJACENT AGENCY MAP

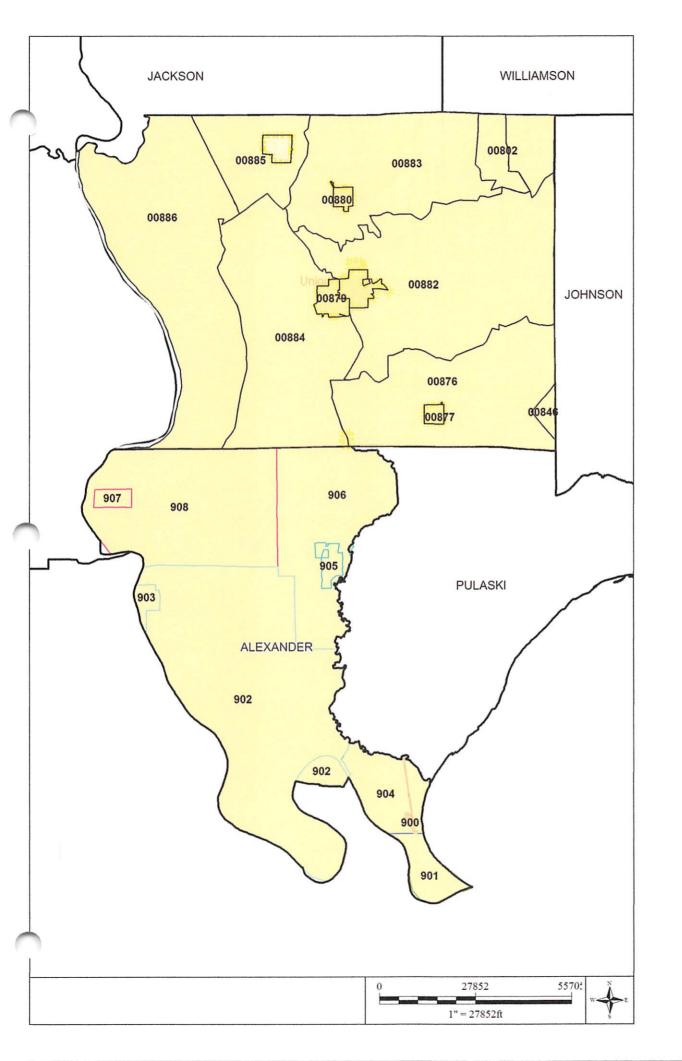


PARTICIPATING AGENCY MAP



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JURISDITCTIONAL BOUNDARY MAP



ONE YEAR NOTICE TO QUIT LETTER TO PULASKI COUNTY ETSB



Alexander County ETSB 3911 Sycamore St Cairo, IL 62914 618-833-5442

September 19, 2018

Pulaski County ETSB 500 Illinois Ave Mound City, IL 62963

Pulaski County ETSB:

As you are aware, Alexander County ETSB began negotiations with Union County ETSB to form a Joint ETSB as required in PA 099-0006. Those negotiations are complete and the Joint ETSB plan has been filed for approval with the Illinois State Police, Statewide 9-1-1 Administrator. With the change in current 9-1-1 SSP provider it is understood the process of call routing from Pulaski County Sheriff's Office to Union County Sheriff's Office will happen on or about 1 year from the date on this notice, pending the necesarry direct connections being made from the appropriate telephone companies.

Please accept this letter as the official "One Year Notice to Quit" as required by the Intergovernmental Agreement held between Alexander County ETSB, Pulaski County ETSB, County of Pulaski and Pulaski County Sheriff's Department to provide Dispatch services for the citizens of Alexander County.

The Alexander County ETSB expresses it's appreciation to Pulaski County for past cooperation.

Respectfully,

Crystal Gurley

Alexander County 9-1-1 Director

Cuystal Crunley

Cc: Pulaski County Sheriff's Department

County of Pulaski

CG/cg



Alexander County ETSB 3911 Sycamore St Cairo, IL 62914 618-833-5442

September 19, 2018

Pulaski County Sheriff's Department 500 Illinois Ave, Room A Mound City, IL 62963

Pulaski County Sheriff:

As you are aware, Alexander County ETSB began negotiations with Union County ETSB to form a Joint ETSB as required in PA 099-0006. Those negotiations are complete and the Joint ETSB plan has been filed for approval with the Illinois State Police, Statewide 9-1-1 Administrator. With the change in current 9-1-1 SSP provider it is understood the process of call routing from Pulaski County Sheriff's Office to Union County Sheriff's Office will happen on or about 1 year from the date on this notice, pending the necesarry direct connections being made from the appropriate telephone companies.

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The Alexander County ETSB expresses it's appreciation to Pulaski County for past cooperation.

Respectfully,

Crystal Gurley

Alexander County 9-1-1 Director

Crystal Cruley

Cc: Pulaski County ETSB

County of Pulaski

CG/cg



Alexander County ETSB 3911 Sycamore St Cairo, IL 62914 618-833-5442

September 19, 2018

County of Pulaski

ATTN: Pulaski County Board

500 Illinois Ave

Mound City, IL 62963

Pulaski County Board:

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The Alexander County ETSB expresses it's appreciation to Pulaski County for past cooperation.

Respectfully,

Crystal Gurley

Alexander County 9-1-1 Director

Cryptal Gurley

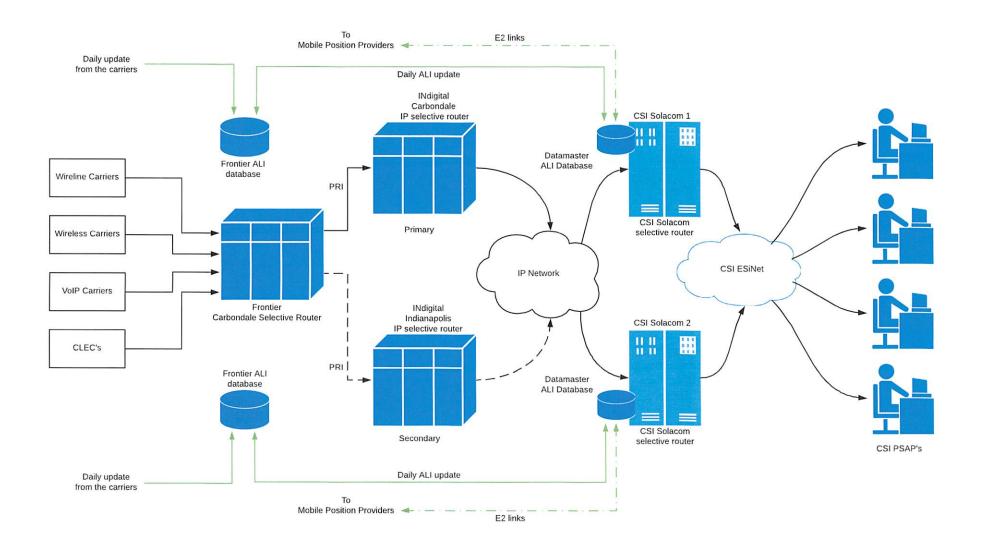
Cc: Pulaski County ETSB

Pulaski County Sheriff's Department

CG/cg

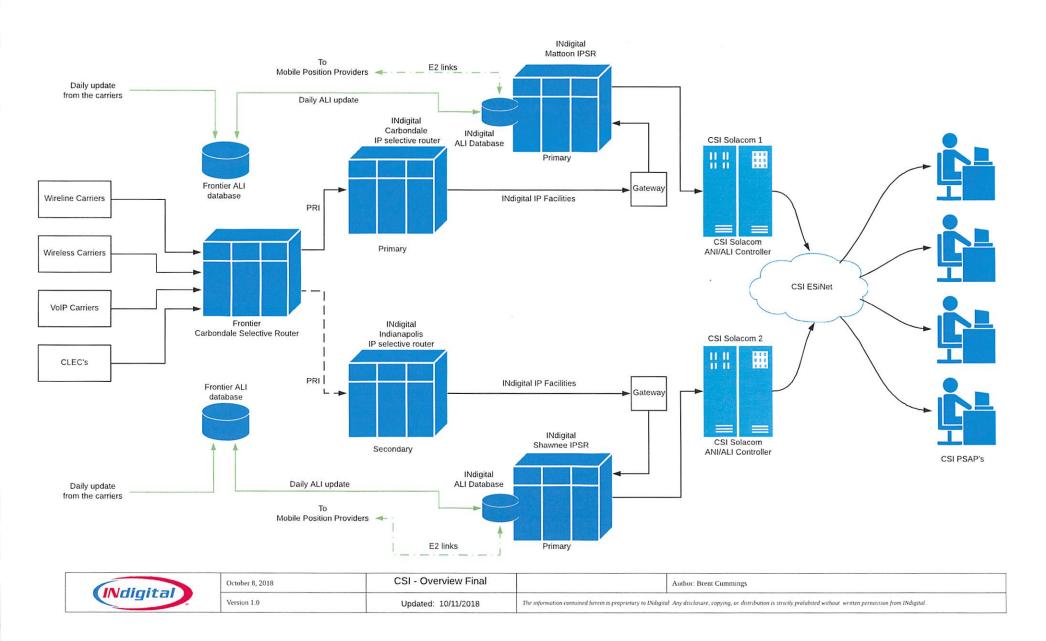
NETWORK DIAGRAM

CSI network Overview - existing

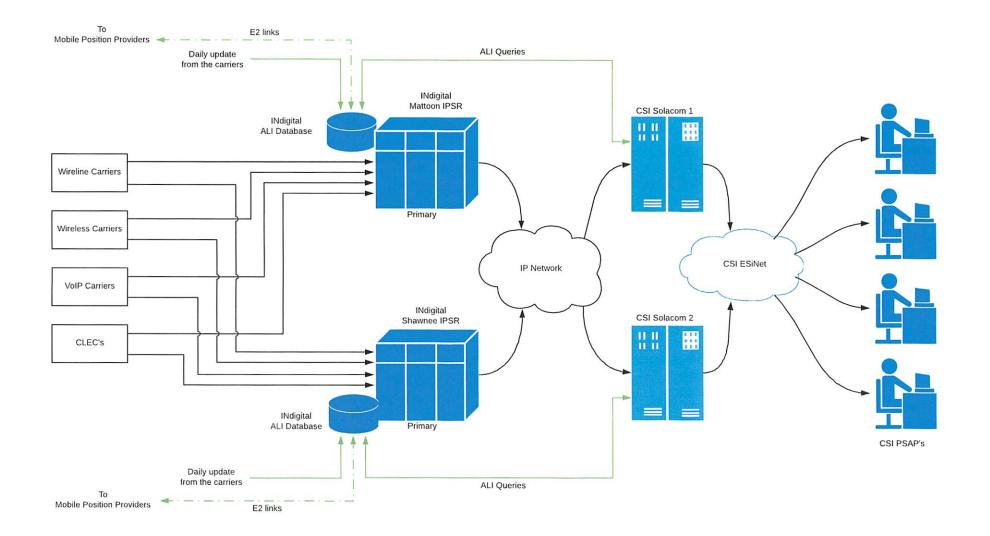


(INdigital)	October 8, 2018	CSI - Overview Final	Author: Brent Cummings
	Version 1.0	Updated: 10/11/2018	The information contained herein is proprietary to INdigital. Any disclosure, copying, or distribution is strictly prohibited without written permission from INdigital.

CSI network overview - Proposed Interim



CSI network overview - Proposed Final





	October 8, 2018	CSI - Overview Final		Author: Brent Cummings
	Version 1.0	Updated: 10/11/2018	The information contained herein is proprietary to INdigital. Any disclosure, copying, or distribution is strictly prohibited without written permission from INdigital.	

CALL HANDLING AND AID JURISDICTIONAL BOUNDARY AGREEMENTS



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

BY Crystal Guly

ITLE 4-1-1 Director

)9/ 28 _____, 20

Execution Date

Union County Sheriff

TITLE Sh



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Cuestal Guelle

TITLE 9-1-1 Director

, 2018

Execution Date

Union County Ambulance

TITLE DIRECTOR



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 154.875

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

BY Cuptal Gurley

09/38, 201

Execution Date

City of Cairo Police Department

TITLE



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Alto Pass Fire Department

TITLE 9-1-1 Director



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

South West Illinois Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-997-6541

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 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 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.

LAKE OF EGYPT FIRE AND AMBULANCE Union/Alexander Joint ETSB



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-997-6541

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 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 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.

Union/Alexander Joint ETSB

WILLIAMSON COUNTY AMBULANCE

BY Cruptal Crurly
rITLE Q-1-1 Director



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 155.595

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

ALEXANDER COUNTY SHERIFF

TITLE

TITLE UN-I-1 TIME

, 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88 156,0000 MHz

Secondary: 618-748-9124

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 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 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.

Union/Alexander Joint ETSB

Pulaski County ESDA

ritle 9-1-1 Director

TILLE ESDA DIRECTOR

Execution Date

, 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 155.355

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Alexander County Ambulance



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88

Secondary: 618-748-9124

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 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 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.

Union/Alexander Joint ETSB

Mounds Fire Department

FITLE 9-1-1 Director

2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 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 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 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.

Union/Alexander Joint ETSB

BY auptal Gully

TITLE 9-1-1 DINGETION

09 28 , 2018

Execution Date

JOHNSON COUNTY SHERIFF

TITLE She



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 618-684-2177

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 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 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.

Union/Alexander Joint ETSB

MAKANDA FIRE DISTRICT

TITLE 9-1-1 Discotor

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2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.180

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Horseshoe Lake Fire Department

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 154.130

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Cairo Fire Department

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09/10

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Execution Date

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch 154.190

Secondary: 618-634-9374

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 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 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.

advisory and policy board.

Union/Alexander Joint ETSB

KARNAK FIRE DEPARTMENT

BY Joey TITLE Cheif

TITLE 9-1-1 Director

TITLE Cheif



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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 ETSB, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 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 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 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.

Union/Alexander Joint ETSB

Milestal Guilley

TITLE

, 2016

Execution Date

JOHNSON COUNTY ETSB

TITLE 9-1-1



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Illinois State Police District 13, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 618-542-2400

Secondary: LEADS CDC DSF/H81

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 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 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.	
Union/Alexander Joint ETSB	ILLINOIS STATE POLICE DIST. 13
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CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Illinois State Police District #22, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Call Relay 618-845-3737

Secondary: LEADS directed message BSF/ZPF

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 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 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.

Union/Alexander Joint ETSB

Illinois State Police District #22



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 155.595

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

McClure Police Department



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-997-6541

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 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 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.

Union/Alexander Joint ETSB

WILLIAMSON COUNTY ETSB

TITLE 9-1-1 Director

. 2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.180

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Cairo Auxiliary Fire Department

ITIE 9-9-1 NAC

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 618-684-2177

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 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 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.

Union/Alexander Joint ETSB

ritle 4-1-1 Director

. 2018

Execution Date

TOWER ROCK FIRE PROTECTION

DISTRICT



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 154.190

Secondary: 618-748-9124

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 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 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.

PULASKI COUNTY AMBULANCE

Union/Alexander Joint ETSB

BY Creetal Gully

ritle 9-1-1 Director

_____, 201**8**



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Alexander County Emergency Services and Disaster Agency, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.189

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

ALEXANDER COUNTY EMERGENCY SERVICES AND DISASTER AGENCY

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2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Anna Police Department

-1-1 Nigation

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.180

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Thebes Fire Department



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES **AGREEMENT**

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88

Secondary: 618-734-9426

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 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 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.

Mound City Fire Department

FIRE CHIEF

Union/Alexander Joint ETSB

Execution Date

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.180

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

McClure-East Cape Fire Department

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TITLE 4-1-1 DWOOLON

<u>H</u> [<u>a8</u> _____, 2018

Execution Date

TITLE Chul

McClure-EasT Cape GiRar deau

Fire Protection District



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Murphysboro-Pomona-Sommerset Township Protection District, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 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 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 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.

BY

Union/Alexander Joint ETSB

MURPHYSBORO-POMONA-SOMMERSET TOWNSHIP DISTRICT $_{A}$

TITLE 9-9-1 NAON TOL

TITLE President, Board OF Director

____, 2016 Execution Date



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES **AGREEMENT**

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Jonesboro Police Department

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

TITLE

Union/Alexander Joint ETSB

Cobden Fire Department

Village President

ITLE 4-1-1 Melo

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Cobden Police Department

FITLE 9-1-1 1100

20/20

TITLE_ Village President

Execution Date

2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.180

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Tamms Fire Department

TITLE 9-1-1 DING a TOWN

. 2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-684-2177

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 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 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.

Union/Alexander Joint ETSB

BY Sobert D. Bur W.

TITLE 9-1-1 Director

TITLE SHERIFF

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Anna Fire Department

Execution Date

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Ware-Wolf Lake Fire Protection District, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Ware-Wolf Lake Fire Protection District

TITLE Fire Chief

FITLE 9-1-1 Director

. 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.180

Secondary: 618-734-2141

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 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 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. Union/Alexander Joint ETSB

Thebes Police Department

We do not currently have a police officer and have no plans to hire one in the near future



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Dongola Police Department

TITLE 9-1-1 Director

TITLE

CHIEF

09/38

. 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 159.150

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB Dongola Fire Department

TITLE 9-1-1 Director

TITLE ASST CHIEF



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES **AGREEMENT**

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88

Secondary: 618-748-9644

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 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 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.

Union/Alexander Joint ETSB

Mound City Police Department



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-684-2177

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 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 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.

JACKSON COUNTY AMBULANCE

TITLE DIRECTOR

Union/Alexander Joint ETSB

BY Utal Gully

TITLE 9-1-1 Director

_, 2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 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 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 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.

Union/Alexander Joint ETSB

JOHNSON COUNTY AMBULANCE

TITLE a-1-1 Director

2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 154.190

Secondary: 618-697-1632

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 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 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.

Union/Alexander Joint ETSB

ULLIN FIRE DEPARTMENT

TITLE 9-1-1 Director



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Execution Date

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-684-2177

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 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 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.

Union/Alexander Joint ETSB

BY JACKSON COUNTY ETSB

BY STITLE Charman

O9 28 .2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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 effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 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 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 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.

Union/Alexander Joint ETSB

BY Lieptal timber

TITLE_

_, 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES **AGREEMENT**

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Jonesboro Fire Department



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 155.355

Secondary: 618-734-2141

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 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 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.

Union/Alexander Joint ETSB

Tamms Police Department

TITLE Chefot

écution Date



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88

Secondary: 618-745-9426

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 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 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.

Union/Alexander Joint ETSB

-Classet O (-V

TITLE 9-1-1 Director

, 201

Execution Date

Mounds Police Department



For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 618-748-9124

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 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 the call and the disposition of the each call received.

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

Union/Alexander County Joint ETSB

BY CLUSTAL GULLY

TITLE 9-1-1 Vicitor

9 | 28 , 2018

Execution Date

Pulaski County ETSB

TITLE ETSB BOARD CHAIRMAN



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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 effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 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 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 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.

Union/Alexander Joint ETSB

CYPRESS FIRE DEPARTMENT

TITLE 9-1-1 Director

_____, 2016



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.88

Secondary: 618-748-9124

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 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 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.

Union/Alexander Joint ETSB

vauptal Gully

rITLE 9-1-1 Director

Execution Date, 20

PULASKLCOUNTY SHERIFF

TITLE



BENNIE VICK

SHERIFF OF WILLIAMSON COUNTY

404 N. Van Buren • Marion, Illinois 62959

618-997-6541 * Fax 618-998-2296 * E-Mail: bvick@wcsheriff.com

Union County Emergency Telephone System Board Director Crystal Gurley 307 W. Market St. Rm 102 Jonesboro, IL. 62952

Mrs Gurley,

The Williamson County Sheriffs Office has received your request for the signing of the "Call Handling and Aid Outside Jurisdictional Boundaries Agreement". We are unable to sign this agreement due to the fact that the Williamson County Sheriffs Office is no longer a 9-1-1 call handling PSAP. All 9-1-1 calls are handled by Marion and Herrin Police Departments. The Williamson County Sheriffs Office is then notified of a request for assistance via radio. Therefore you would need to direct your request for call handling agreements to those agencies. We have no problems in giving aid or assisting when possible to outside jurisdictions. If any of your agencies need assistance please do not hastate to contact our agency. If you have any further questions please let me know.

Thank You,

Set Robert W. Owsley

Communications Division

Telephone: 618-997-6541 Ext. 9



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer Secondary: 618-997-6541

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 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 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.

advisory and policy board.	
Union/Alexander Joint ETSB	WILLIAMSON COUNTY SHERIFF
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001/10	
Execution Date	



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 154.190

Secondary: 618-697-3090

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 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 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.

Union/Alexander Joint ETSB

Pulaski Fire Department

TITLE 9-1-1 Time ato

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CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PSAP to PSAP transfer

Secondary: 618-997-6541

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 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 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.

Union/Alexander Joint ETSB

WILLIAMSON COUNTY FIRE PROTECTION DISTRICT

TELE

TITLE

2018



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Union County Emergency Services and Disaster Agency, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Union/Alexander Joint ETSB PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch Frequency 158.775

Secondary: 618-833-5500

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 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 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.

Union/Alexander Joint ETSB

Union County Emergency Service and Disaster

Agency

2016

TEST PLAN

TEST PLAN DESCRIPTION

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

This is the minimum testing procedure to ensure that we have good working facilities and stable configurations. Persons placing test calls are required to be patient and polite. Testers are asked to confirm with INdigital's coordinator before placing each test call. The PSAP 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 9-1-1 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. Carrier Switching engineers 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. Multiple test calls will be made in Alexander County to ensure that all calls are being delivered to the correct PSAP with ANI/ALI.

2) List wireline exchanges to be tested.

833

827

893 734

747 (Split, opted to Alexander County)

764

776

845 (Split, Opted to Pulaski County)

351 (Split, Opted to Jackson County)

995 (Split, Opted to Johnson County)

657 (Split, Opted to Johnson County)

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

AT&T Mobility Sprint PCS

T-Mobile

Verizon Wireless

Vonage

Birch

Clearrate Atlantax

Granite

Bullseye

Clearwave Aero Comm

Big River Telecom

Level 3

Sprint

Mediacom