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



State of Illinois

Application for 9-1-1 **Modification Plan**

911 GENERAL INFORMATION

Type of Change:	Short Form Modification Plan		
Current System Name:	Population Served	Land Ar	ea in Sq Miles
List PSAPs:		Primary	Secondary
911 System Contact:			
Street Address:			
City, State and Zip Code:			
Office Telephone:			
Cellular Telephone:			
Email:			
Wireless Coverage for Consolidated System:	Please check if applicable	lo:	
% Phase II compliant	NG9-1-1 capable		
% Phase I compliant	Receive 9-1-1 Te		
	Receive 9-1-1 Vi		

VERIFICATION

I, Phil McCarty , first be	ing duly sworn upon oath, depose and say that
I am _Director, of West 0	Central 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 matter	ers stated upon information and belief, and as to
those, I believe same to be true.	
	West Could Tord ETS b Director
Subscribed and sworn to before me	
this	<u>22</u> .
Butany Hopkins NOTARY PUBLIC, ILLINOIS	BETHANY HOPKINS OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires December 28, 2025

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

April 19, 2022
(Date)
Deb Prather, Director of Regulatory Affairs
(9-1-1 System Provider Company Representative)
INdigital
(9-1-1 System Provider Company Name)
1616 Director's Row
(Street Address)
Fort Wayne, Indiana 46808
(City, State, Zip Code)
Dear Ms. Prather :
This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.
Sincerely,
Mount
Phil McCarty
enclosure: Modification Plan

NARRATIVE STATEMENT:

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

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

Plan Narrative:	

FINANCIAL INFORMATION

prior to modification	\$
Projected annual recurring 9-1-1 network costs after modification	\$
Installation cost of the project	\$
Anticipated annual revenues	\$

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

arrative:	

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code

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

ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
	15	

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER

ATTACHMENTS

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

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

Intergovernmental Agreement

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

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

TEST PLAN DESCRIPTION

1)	Description of test plan (back-up, overflow, failure, database).
2)	List wireline exchanges to be tested.
3)	List of wireless and VoIP Carriers to be tested.

9-1-1 Participating Agencies	Address	City	Zip	Administrative
Alexander Fire Dept	2900 Old 36	Alexander	62601	217-478-3341
Arenzville Fire Department	201 S Charles St	Arenzville	62611	217-997-5859
Ashland Fire Department	P O Box 20	Ashland	62612	217-476-3621
Calhoun County Sheriff's Department	301 S County Rd	Hardin	62047	618-576-2417
Calhoun Volunteer Ambulance Service				618-576-9432
Carrollton Fire Department	621 S Main St	Carrollton	62016	217-942-3134
Carrollton Police Department	621 S Main St	Carrollton	62016	217-942-3135
Chapin Area Rescue Squad	714 S Congress St	Chapin	62628	217-370-9994
Chapin Fire Department	714 S Congress St	Chapin	62628	217-472-3111
Chapin Police Department	714 S Congress St	Chapin	62628	217-245-6103
Franklin Fire Department	116 Main St	Franklin	62638	217-675-2072
Greene County Ambulance d/b/a/ Boyd Healthcare EMS	800 School St	Carrollton	62016	217-942-5550
Greene County Sheriff's Department	403 7th St	Greenfield	62044	217-942-6901
Greenfield Fire Department	909 Main St	Greenfield	62044	217-368-3014
Greenfield Police Department	511 Chestnut St	Greenfield	62044	217-368-2135
Hardin Fire Department	P O Box 521	Hardin	62047	618-576-2830
Hardin Police Department	908 S Park	Hardin	62047	618-573-9500
Jacksonville Fire Department	200 W Douglas Av	Jacksonville	62650	217-479-4656
Jacksonville Police Department	200 W Douglas Av	Jacksonville	62650	217-479-4630
Jacksonville/Morgan County Dive Team	200 W Douglas Av	Jacksonville	62650	217-479-4616
Jacksonville/Morgan County Emergency Management	200 W Douglas Av	Jacksonville	62650	217-479-4616
Lifestar Ambulance	524 S Main St	Jacksonville	62650	217-245-7540
Meredosia Fire Department	119 S Washington St	Meredosia	62665	217-584-1832
Meredosia Police Department	924 State Highway 104	Meredosia	62665	217-584-1128
Meredosia Rescue Squad	119 S Washington St	Meredosia	62665	217-584-1832
Morgan County Sheriff's Dept	300 W Court St	Jacksonville	62650	217-245-6103
Murrayville Fire Department	201 Main St	Murrayville	62668	
Murrayville Police Department	201 Man St	Murrayville	62668	217-245-6103
Murrayville Woodson EAS	P O Box 117	Murrayville	62668	217-882-3114
North Calhoun Fire Department	P O Box 78	Hamburg	62045	618-232-1330
Passavant Area Hospital	1600 W Walnut	Jacksonville	62650	217-245-9541
Point Fire Department		Brussels	62013	618-246-5755
Richwoods Fire Department	P O Box 68	Batchtown	62006	
Roodhouse Fire Department	1140 S State St	Roodhouse	62082	217-589-4141
Roodhouse Police Department	137 W Palm St	Roodhouse	62082	217-589-4348

South Jacksonville Fire Department	1810 Sequoia Av	South Jacksonville	62650	217-245-5105
South Jacksonville Police Department	1812 Sequoia Av	South Jacksonville	62650	217-245-9222
South Jacksonville Rescue	1810 Sequoia Av	South Jacksonville	62650	217-245-5105
Waverly Fire Department	160 S Prospect St	Waverly	62692	217-435-2041
Waverly Police Department	181 N Pearl St	Waverly	62692	217-435-2351
Waverly Rescue	160 S Prospect St	Waverly	62692	217-435-2041
White Hall Fire Department	105 S Main St	White Hall	62092	217-374-2134
White Hall Police Department	116 E Sherman St	White Hall	62092	217-374-2135
Woodson Fire Department	304 Hodges	Woodson	62695	217-673-5151
Woodson Police Department	304 Hodges	Woodson	62695	217-245-6103

Agency	Street Address	City	Zip Code	Telephone No.
Beardstown EMS	1119 Edwards	Beardstown	62618	217-323-1191
Cass County ETSB	101 N Front St	Virginia	62691	217-452-7187
Cass County Sheriff's Department	101 W Springfield	Virginia	62691	217-452-7718
Fielden MO Fire Department				
Illinois Department of Natural Resources	1 Natural Resources Way	Springfield	62702	217-782-6302
Illinois State Police - District 9	801 S 7th St,Suite 201N	Springfield	62703	217-786-7107
Illinois State Police District 18	801 S 7th St,Suite 201N	Springfield	62703	217-786-7107
Illinois State Police District 20	801 S 7th St, Suite 201N	Springfield	62703	217-786-7107
Jersey Community Hospital EMS	1702 W County Rd	Jerseyville	62052	618-498-8449
Jersey County ETSB	201 W Pearl St	Jerseyville	62052	618-798-5571
Jersey County Sheriff's Department	114 N Washington St	Jerseyville	62052	618-498-6881
Lincoln County (MO) Sheriff's Department	65 Business Park Dr	Troy, MO	63379	636-528-8546
Macoupin County ETSB	215 S East St, P O Box 446	Carlinville	62626	217-854-5459
Macoupin County Sheriff's Department	215 S East	Carlinville	62626	217-854-3135
Manchester Fire Department	404 4th St	Manchester	62663	217-587-2121
MECCA Ambulance	132 S Cass St	Virginia	62691	217-452-7223
Missouri State Police	Troop C, 891 Technology Dr	Weldon Spring, MO	63304	636-300-2800
New Berlin Emergency Services	P O Box 166	New Berlin	62670	
North Scott Fire Protection	121 Bluffs St	Bluffs	62621	217-754-3013
Northwestern Area Ambulance	P O Box 104	Modesto	62667	217-436-2015
Nutwood Fire Department				
Pike County (MO) Sheriff's Department	1600 Business Highway 54 W	Bowling Green, MO	63334	573-324-3202
Pike County Ambulance	623 W Washington St	Pittsfield	62363	217-285-6336
Pike County ETSB	204 E Adams St	Pittsfield	62363	217-285-5263
Pike County Sheriff's Department	204 E Adams St	Pittsfield	62363	217-285-4471
Pleasant Hill Fire Department	Bottom St	Pleasant Hill	62366	217-734-2000
Sangamon County ETSB	2000 Shale St	Springfield	62703	217-753-6839
Sangamon County Office of Emergency Mgt	2801 N 5th St	Springfield	62702	217-747-5150
Sangamon County Sheriff's Department	1 Sheriff's Plaza	Springfield	62701	217-753-6880
Scott County ETSB	35 E Market St	Winchester	62694	217-742-3141
Scott County Sheriff's Department	35 E Market St	Winchester	62694	217-742-3141
Springfield Area Ambulance	1116 W Reynolds St	Springfield	62702	217-535-2382

St Charles County (MO) Sheriff's Department	201 N Second St	St Charles, MO	63366	636-949-3010
Virginia Fire Department	250 S Front St	Virginia	62691	217-452-7500
Winchester EMS	122 S Mechanic St	Winchester	62694	217-742-3733
Winchester Fire Department	121 S Hill St	Winchester	62694	217-472-3191

Adjacent 9-1-1 Authority				
Agency	Street Address	City	Zip Code	Telephone Number
Brown County 9-1-1	835 Route 24 West	Mount Sterli	62353	217-773-3111
Cass County ETSB	101 N Front St	Virginia	62691	217-452-7187
Jersey County ETSB	201 W Pearl St	Jerseyville	62052	618-798-5571
Macoupin County ETSB	215 S East St, P O Box 446	Carlinville	62626	217-854-5459
Pike County ETSB	204 E Adams St	Pittsfield	62363	217-285-5263
Sangamon County ETSB	2000 Shale St	Springfield	62703	217-753-6839
Scott County ETSB	35 E Market St	Winchester	62694	217-742-3141

Zip Codes

Alexander	62601
Chapin	62628
Concord	62631
Franklin	62638
Jacksonville/South Jacksonvill	62650
Literberry	62660
Meredosia	62665
Murrayville	62668
Waverly	62692
Woodson	62695
Carrollton	62016
Eldred	62053
Greenfield	62044
Hillview	62050
Kane	62054
Patterson	62078
Rockbridge	62081
Roodhouse	62082
White Hall	62092
Wrights	62098
Batchtown	62006
Brussels	62013
Golden Eagle	62036
Hamburg	62045
Hardin	62047
Kampsville	62053
Mosier	62070

INTERGOVERNMENTAL AGREEMENT FOR WEST CENTRAL JOINT EMERGENCY TELEPHONE SYSTEM BOARD

THIS AGREEMENT, entered into on the effective date specified hereafter, shall be effective by and between the County of Calhoun, Illinois, the County of Greene, Illinois, and the County of Morgan, Illinois (hereinafter "parties" or "signatories"), and also those counties or other units of local government that may hereafter become a signatory.

RECITALS

WHEREAS, the signatories have determined that the implementation of a joint 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating counties;

WHEREAS, the parties have determined that a Joint Emergency
Telephone System would be beneficial on an individual and mutual basis;

WHEREAS, the Illinois Emergency Telephone System Act (50 ILCS 750/0.01 et seq.) permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of a 9-1-1 emergency telephone system;

WHEREAS, the parties to this Agreement have the authority to enter into intergovernmental agreements pursuant to the Illinois Constitution (Article VII, Section 10) and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.); and

WHEREAS, the parties have determined that it is in the best interest of each party and the citizens they each serve to enter into this Agreement.

NOW, THEREFORE, be it agreed by and between the parties as follows:

- 1. <u>Joint ETSB Established</u>. Pursuant to the *Illinois Emergency Telephone*System Act (50 ILCS 750/0.01 et seq.), the undersigned hereby establish a joint

 9-1-1 emergency telephone system, to be known as the **West Central Joint**Emergency Telephone System Board (WCJETSB). WCJETSB shall provide a

 coordinated public safety dispatching system utilizing a coordinated dispatching

 center and coordinated telecommunicators. WCJETSB shall continuously provide

 such dispatching services in accordance with this Agreement. All 9-1-1 calls in

 the jurisdictional boundaries of the parties hereto shall be answered by

 WCJETSB or its designee. All 9-1-1 calls requiring a response by emergency

 services shall be dispatched and processed by WCJETSB or its designee.
- 2. <u>Joint Emergency Telephone System Board</u>. The members of the WCJETSB shall be appointed by the corporate authorities of the parties. The terms of office for Board members shall be three (3) years. However, the terms of office for the initial Board members shall be staggered and shall be 1, 2 or 3 year terms and the same shall be determined by lot at the initial meeting of the WCJETSB. At least fifty percent of the members appointed by each party to this Agreement shall represent public safety agencies including, but not limited to, police departments, fire departments, emergency medical services providers, or emergency services and disaster agencies. Each party shall appoint the following numbers of members of the WCJETSB based on population of the counties as determined by the most recent ten-year United States Census. The following representation by county population is hereby established:

500-15,000: 2 Members 25,001-35,000: 8 Members

15,001-25,000: 6 Members 35,001-45,000: 10 Members

Based on the foregoing, initially, the parties shall be entitled to appoint the following number of members of the WCJETSB:

Calhoun County: 2 Members

Greene County: 2 Members

Morgan County: 10 Members

At the expiration of the term of each board member, such board member shall continue in office until his/her successor is appointed. Each party may remove the board members appointed by such party. In the event of a vacancy, resignation, removal, or refusal to act, the applicable party shall appoint a replacement member to the WCJETSB.

Attendance at Meetings: It is expected that members of the Board shall attend all Board Meetings to the extent possible. Failure to attend meetings on a consistent basis will diminish the Board's ability to conduct business, lessen the broad based representation intended in the Board's design, and shall be grounds for requesting the appointing party to appoint a replacement member.

- 3. <u>Powers of the Board</u>. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:
 - A. Planning a 9-1-1 emergency telephone system;
 - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system;

- C. Receiving monies from the surcharge imposed under the Illinois 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 the staff and management personnel necessary for the implementation, operation and upgrading of the system;
- F. Making and entering into contracts, assuming or terminating prior contracts and agreements entered into by the WCJETSB's predecessor, the Morgan County Emergency Telephone Systems Board;
- G. Acquiring, holding and disposing of property;
- H. Incurring debts, liabilities or obligations necessary for the operation of the system and accomplishment of its purposes;
- I. Taking any and all other actions necessary and incidental to operating and achieving its purpose;
- J. Obtaining any and all types of insurance to protect itself from all claims, accidents, and leases;
- K. Adopting Bylaws, Rules, and Regulations to effectuate the terms of this Agreement and to govern its internal operations including, but not limited to, providing for the establishment of officers and the manner of their appointment, the creation of committees, etc.; and
- L. All other powers and duties provided by law.
- 4. <u>Surcharge Monies</u>. All surcharge monies collected from telephone carriers within the boundaries and/or zip codes of the counties party to this Agreement will be remitted to the Treasurer of the County of Morgan, Illinois, said treasurer being the designated custodian of the funds of the WCJETSB.
- Maintenance. The WCJETSB shall be responsible for all ongoing costs of maintenance, service agreements, and system upgrades for each system

- as it relates to 9-1-1 functions, including the replacement of equipment as required from time to time.
- Amendment. This Agreement may be amended in writing at any time by mutual agreement of all of the parties to the Agreement.
- 7. Agreement to provide non-911 Dispatch Services in Morgan County. The parties acknowledge that the Morgan County ETSB has an agreement to provide non-911 dispatching services for various governmental units in Morgan County, Illinois. The parties further acknowledge that the Morgan County ETSB will be dissolved upon formation of the WCJETSB. Therefore, the parties hereby incorporate by this reference the terms of the existing Dispatch Agreement between the Morgan County ETSB, the County of Morgan, the City of Jacksonville, and Passavant Memorial Area Hospital Association.
- 8. Addition of New Parties. The parties may by unanimous vote approve the addition of a new party to this Agreement subject to said new party's agreement to comply with the terms of this Agreement as amended from time to time, and to comply with any other conditions imposed by the existing parties. If a new party is added, the number of board members shall be increased so that the new party shall be entitled to appoint members to the WCJETSB on the same conditions and terms as set forth herein.
- 9. <u>Withdrawal of Membership</u>: A party may terminate its participation in this Agreement by providing to each party an approved ordinance from its

corporate authority along with the written authorization from the State of Illinois permitting such withdrawal from WCJETSB. The written authorization of this process must be received by all parties to this Agreement not less than twelve (12) months prior to the effective date of the transfer of authority by the State of Illinois. The surcharges for the withdrawing party shall continue to be paid to the WCJETSB and the WCJETSB shall continue dispatching 9-1-1 services until the effective date of the withdrawal.

- 10. <u>Dissolution</u>. It is the intent of the parties to maintain WCJETSB as a continuing operation. However, if a party elects to withdraw its participation in and support of WCJETSB as provided for above, then WCJETSB may continue in operation for the benefit of the remaining parties if a minimum of two (2) parties elect to continue their participation.
- 11. Effective Date. This Agreement shall become effective when signed by the representatives of the Agreement and approved by the Authority of the State of Illinois.

IN WITNESS WHEREOF, the undersigned Counties have set their signatures on the dates set forth below. This document may be signed in duplicate originals and in counterparts.

County of Calhoun, Illinois

By: D. E. Chairman

ATTEST:

Date: 5/16/16

County of Greene, Illinois

3y: <u>4</u>

ts Charman

ATTEST:

County of Morgan, Illinois

By: New Y

ATTEST:

Date: 5/23/201

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 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	limit 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.
Ty]	pe of Agreement/Document	\boxtimes	Original Agreement
2.	Parties/Notices:		Amendment
	INdigital:		munications Venture Corporation (d/b/a INdigital) digital")
	Customer:	Fort Fax: E-ma Atten	Directors Row Wayne, IN 46808 (260) 469-4329 til: jtollaksen@indigital.net ntion: Jim Tollaksen Central Emergency Telephone System Board ("Customer" ogether with INdigital, the "Parties", and, each, individually,
		Addı Jacks	ress: 200 W. Douglas Avenue sonville, Illinois 62650
		E-ma	ne: (217) 479-4616 nil: pmccarty@jacksonvilleil.com act Person: Phil McCarty
3.	Effective Date		09/18/2020 ("Effective Date").
4.	Software	incor Mair	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	Morg	gan/Greene/Calhoun Co's 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	INdi	gital will deliver and install one copy of the Software to

Customer.

8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.
9. License Fee	Fee: \$6,677.58 See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.
11. Term	<u>Initial Term</u> : From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.
	Renewal Terms : This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
12. Exhibits	 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
14. Representative	Name: Jim Tollaksen
	nich is deemed an original, but all of which together are deemed to be one elivered by facsimile, e-mail or other means of electronic transmission is al signed copy of this Agreement.
CUSTOMER:	INDIGITAL:
West Central Emergency Telephone System Board Pocusigned by: Plill Melarty Name: Phil McCarty	COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL) Docusigned by: Jeff Humbarger Name: Jeff Humbarger
Name: Phil McCarty Title: 911 Director Date: 09/18/2020	Name: Jeff Humbarger Title: CFO Date: 09/18/2020

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

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

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

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

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

- **1.7. "Customer"** has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit

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

- 1.19. "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.
- 1.20. "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.
- "Maintenance Release" means any 1.21. update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, corrections. enhancements. improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. "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.
- **1.23.** "Parties" has the meaning set forth in the preamble to these Terms.
- **1.24.** "Party" has the meaning set forth in the preamble to these Terms.
- **1.25.** "Payment Failure" has the meaning set forth in Section 9.3(a) of these Terms.

- **1.26.** "**Permitted Use**" has the meaning set forth in Section 6 of the Agreement.
- 1.27. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- **1.28.** "Receiving Party" has the meaning set forth in Section 5.1 of these Terms.
- **1.29. "Renewal Term"** has the meaning set forth in <u>Section 9.2</u> of these Terms.
- 1.30. "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.
- 1.31. "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.
- **1.32.** "**Term**" has the meaning set forth in Section 9.2 of these Terms.
- **1.33.** "**Territory**" has the meaning set forth in Section 5 of the Agreement.
- 1.34. "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.
- **"Warranty Period"** has the meaning set forth in <u>Section 10.2</u> of these Terms.

2. <u>LICENSE</u>.

2.1. <u>License Grant</u>. 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). 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:
 - (a) copy the Software, in whole or in part;
 - (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
 - (c) 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;
 - (d) 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;
 - (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
 - (f) 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:
 - (g) 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;
 - (h) 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;
 - (i) 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
- (j) 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 to 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.
 - **1.1.** MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. 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 sole and absolute discretion 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.

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

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2 of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

- **5.2.** Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- **5.3.** <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms):
 - (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its 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 Section 5;
 - (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. <u>FEES AND PAYMENT</u>.

- **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, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.
- **6.3.** Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.
- **6.4.** Payment. 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.
- **6.5.** <u>Late Payment</u>. If Customer fails to make any payment 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; and
- (c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (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.
- **6.6.** No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) 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).
- 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. Customer Cooperation and Notice of 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) 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>. 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 10</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 10 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 when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("Payment Failure");
 - (b) by INdigital, immediately 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, effective immediately, 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.
- **9.4.** 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.
- **9.5.** 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 <u>Section 9.5</u> of these Terms, <u>Section 1</u> of these Terms (Definitions), <u>Section 5</u> of these Terms (Confidentiality), <u>Section 8</u> of these Terms (Intellectual Property Rights), <u>Section 10</u> of these Terms (Representations and Warranties), for clarity, including <u>Section 10.7</u> of these Terms (Disclaimer), <u>Section 11</u> of these Terms (Indemnification), <u>Section 12</u> of these Terms (Limitations of Liability), and <u>Section 15</u> 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 90 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 <u>Section 10.2</u> 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 <u>Section 10.2</u> 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 Section 10.2 of these Terms, INdigital may, at

its sole option and expense, take any of the following steps to remedy such breach:

- replace any damaged or defective media on which INdigital supplied the Software;
- amend, supplement or replace any incomplete or inaccurate Documentation;
- repair the Software; (c)
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- terminate the Agreement and, provided that Customer fully complies with all of its posttermination 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 <u>SECTION 10.6</u> 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. THE EXPRESS EXCEPT FOR 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

AND NON-INFRINGEMENT. WITHOUT THE FOREGOING, INDIGITAL LIMITING MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, **OPERATE** WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY 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 PROVIDED 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. <u>INDEMNIFICATION</u>.

- 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:
 - Third-Party Materials; (a)
 - patent issued on a patent application published after the Effective Date;
 - 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;
 - modification of the Software other than: (d)
 - (i) by INdigital or its authorized contractor in

connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

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

- (ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation:
- (b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);
- (c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or
- (d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.
- **Indemnification Procedure**. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The 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). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and
 - (ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- 11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND FOR ANY OBLIGATION ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, **MISAPPROPRIATES** OR **OTHERWISE** VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. LIMITATION OF LIABILITY.

12.1. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE **PROVIDERS** OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE **AGREEMENT** (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT. TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE

- OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY LOSS, MATERIALS. (d) DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL, **ENHANCED PUNITIVE** DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY INDIGITAL AND OF ITS **SUPPLIERS** LICENSORS. AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO (INCLUDING AGREEMENT THE 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
- 14.2. <u>Obligations</u>. 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. <u>Relationship of the Parties</u>. 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.
- **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 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next

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

purported assignment, delegation or transfer in violation of this <u>Section 14.7</u> is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

- 15.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).
- 15.9. .Amendment and Modification; Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- Severability. If any provision of the 15.10. 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; Submission to Jurisdiction**. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana 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 Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. 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).
- Equitable Remedies. 15.13. 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. <u>Attorneys' Fees</u>. 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

West Central Joint Dispatch Center 200 W. Douglas Avenue Jacksonville, Illinois 62650

EXHIBIT C

Software / Services Description

1. Database Services -

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Morgan/Greene/Calhoun County 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,

2. Routing Services -

INdigital will design and deploy an NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards, and accommodate future adjustments to the standards as they become available.

3. Network Services -

The proposal's objective is to establish an ESiNet (Emergency Services iP Network) to serve existing and new customers in Morgan/Greene/Calhoun County, IL. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering P	oint,
hereinafter referred to as "PSAP," and the Alexander Fire Department	foi
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	_

CALL HANDLING

Wes	t Central	PSAP	Center	receiving	a call for	emergency	services	in your	jurisdiction
					manner:				

Primary:	MCERN					
Secondary:	217.478.3341					

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

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

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

West Central PSAP	Alexander Fire Department
	Agency
6/10 mm	-1,60
Ву:	By:
Title: <u>Director</u>	Title: chief
Effective Date: 12/20/17	*

For 911 Emergency Communications

nereinaπer r	ent is made between the West C eferred to as "PSAP," and the <u>Ar</u> of effective handling and routing	enzville Fire Departmer	for
CALL HAND	DLING		
West Centra shall dispatch	I PSAP Center receiving a call for the call in the following manner	r emergency se	ervices in your jurisdiction
Primary:	MCERN		
Secondary:	217.997.5859 #44		_
AID OUTSID	E JURISDICTION BOUNDARY		
such unit sha	ergency unit is dispatched in resp Ill render its service to the reques ing outside its normal jurisdiction	sting party witho	est through the system, out regard to whether the
or an adminis	e intent is that 9-1-1 is used for estrative or non-emergency nature ephone number.	emergency calls shall be referre	s only. Therefore, all calls ed to your agency's
The PSAP Co	enter agrees to keep all records, ble to all participants of the 9-1-1	times, and plac System.	es of all calls. All records
It shall be the disposition of	responsibility of your agency to each call received.	maintain the re	port of call and the
All agreemen advisory and	ts, management, records, and se policy board.	ervice will be the	e responsibility of the
West Central	PSAP	Arenzville	Fire Department
By:	O VEWS	Agency By:	I me
Title: Director	•	Title: PRESID	ENT, BOARD OF TRUSTERS
	40/00/140		W. BLHFILL

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point hereinafter referred to as "PSAP," and the Ashland Fire Department for the Ashla	
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	J1

CALL HANDLING

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

Primary:

Pager - 1 - 217/476-3598, 35* then voice pager

Secondary:

1-217/452-7718

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

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

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

West Central PSAP	Ashland Fire Department				
Ploving	Agency				
Ву:	Ву:				
Title: <u>Director</u>	Title: Tiler S. Lathom-Chief				
Effective Date: Upon creation of the West Central Joint ETSB					

EXHIBITS 8 & 9 AGREEMENTS

For period January 1, 2022 - December 31, 2022

FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Brown County 9-1-1 Communications System Public Safety Answering Point, hereinafter referred to as "PSAP", and Morgan County 9-1-1/West Central ETSB for the purpose of effective handling and routing of 9-1-1 emergency calls.

CALL HANDLING (Exhibit 8)

The Brown County 9-1-1 PSAP receiving a call for emergency services in Morgan County 9-1-1/West Central ETSB's jurisdiction shall ensure dispatch of Morgan County 9-1-1/West Central ETSB via call relay in the following manner:

Primary:

217-243-1874

Secondary:

217-479-3596

AID OUTSIDE NORMAL JURISDICTION BOUNDARIES (Exhibit 9)

Once an emergency unit is dispatched in response to a request through the system by direct dispatch, call referral, call relay, or call transfer, such until shall render its service to the requesting party without regard to whether the unit is operating outside normal jurisdiction 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 Morgan County 9-1-1/West Central ETSB's published telephone number.

Brown County 9-1-1 PSAP 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 Morgan County 9-1-1/West Central ETSB 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.

For Brown County 9-1-1 PSAP:

Date

Signature

Date

Brian J. Gallaher, Chief Mount Sterling Fire Department Brown County Fire Protection District

Brown County Ambulance Service 835 Route 24 West

Mount Sterling, IL 62353

(217) 773-2113

Phil McCarty, Director

Morgan County 9-1-1/West Central ETSB

For Morgan County 9-1-1/West Central ETSB:

200 W Douglas Ave

Jacksonville, IL 62650

(217) 479-4616

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answeri	ng Point,
hereinafter referred to as "PSAP," and the Calhoun County Sheriff's Department	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

West Central PSAP Center receiving a call for emergency services in your jurisdicti	or
shall dispatch the call in the following manner:	

Primary:

Calhoun County Radio System

Secondary:

618.576.2417

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

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

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

West Central PSAP	Calhoun County Sheriff's Department Agency				
Blo vans					
Ву:	By: allian Helpington				
Title: <u>Director</u>	By: Allian Heffington Title: Sheriff				
Effective Date: 12/20/17	U i				

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering I	oint,
hereinafter referred to as "PSAP," and the Calhoun Volunteer Ambulance	for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

Wes	t Central	PSAP	Center	receiving	a call	for	emergency	services	in yo	ur jur	isdiction
shall	dispatch	the ca	all in the	following	mann	er:					

Primary:	618.576.2288		
Secondary:	618.576.2417	3.	

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

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

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

West Central PSAP	Calhoun Volunteer Ambulance	
	Agency	
Plo en	01/01/	
By:	By: Dayle H- Symula	
Title: <u>Director</u>	Title: Chaussan	
Effective Date: 12/20/16		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering F	oint.
hereinafter referred to as "PSAP," and the Carrollton Fire District	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary:

Greene County Radio System

Secondary:

Greene County Sheriff's Department

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

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

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

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

West Central PSAP	Carrollton Fire District
Plo sans	Agency
Ву:	By: Jam W. Jong wing)
Title: <u>Director</u>	Title: Sesident / Trustee

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering F	oint,
hereinafter referred to as "PSAP," and the Carrollton Police Department	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary:

Greene County Radio System

Secondary:

217.942.3135

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

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

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

West Central PSAP	Carrollton Police Department
Plomo	Agency
Ву:	By: Ing D. Krone
Title: <u>Director</u>	Title: Chief of Police
Effective Date: 12/20/17	

EXHIBITS 8 & 9 AGREEMENTS

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the **West Central Joint ETSB**, for the purpose of effectively handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING (Exhibit 8)

Cass County E911 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

217-245-6103

Secondary:

Radio

159.210

AID OUTSIDE JURISDICTIONAL BOUNDARY (Exhibit 9)

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 911 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 calls. All records will be available to all participants of the 911 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.

Cass County E911

PSAP

By: E911 Coordinator, Victoria L DeFord

West Center/ Morgan County E911

Agency

By:

Title: Drech

Revised: January 2018

For 911 Emergency Communications			
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Cass County ETSB for the purpose of effective handling and routing of 9-1-1 Emergency Calls.			
CALL HAND	LING		
West Central PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:			
Primary:	217.452.7197		
Secondary:	217.452.7718		
AID OUTSID	E JURISDICTION BOUNDARY	X	
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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.			
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreements, management, records, and service will be the responsibility of the advisory and policy board.			
West Central	<u>PSAP</u>	Cass County ETSB	
By:	O vers	Agency By: Molding	
Title: Directo	<u>r</u> .	Title: 9/1 Cosepirmon	
Effective Date: 12/20/17			

For 911 Emergency Communications			
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Chapin Area Rescue for the purpose of effective handling and routing of 9-1-1 Emergency Calls.			
CALL HAND	LING		
West Central PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:			
Primary:	MCERN		
Secondary:	217.370.9944		
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.			
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreements, management, records, and service will be the responsibility of the advisory and policy board.			
West Central	PSAP	Chapin Area Rescue	
By:	O VIII	Agency By: Bryce A. McCormick	
Title: <u>Director</u>		Title: Chief	
Effective Date: 12/20/17			

For 911 Emergency Communications

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

CALL HANDLING

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

Primary:

MCERN Frequency 153.920 TX/155.850 RC

Secondary:

Cell phone - 217/320-3625 (Chief Scott Pahlmann)

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

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

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

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

West Central PSAP	Onapin i no Boparanone
	Agency
Plo sans	Λ
Ву:	By: Devalan
Title: <u>Director</u>	Title: Chief
Effective Date: Upon creation of the West Central Joint ETSB	

Chanin Fire Denartment

For 911 Emergency Communications

Effective Date:

•			
This agreement is made between the West Ce hereinafter referred to as "PSAP," and the Char the purpose of effective handling and routing o	in Police Department for		
CALL HANDLING			
West Central PSAP Center receiving a call for shall dispatch the call in the following manner: Primary: Chapin Police Depart Secondary: Morgan County Shellt AID OUTSIDE JURISDICTION BOUNDARY			
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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.			
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreements, management, records, and seadvisory and policy board.			
West Central PSAP	Chapin Police Department		
Plo and	Agency		
By:	By: Seat State		
Title: <u>Director</u>	Title: Chief of Palica		
Upon creation of the West Central Joint ETSB			

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answerin	ng Point,
hereinafter referred to as "PSAP," and the Franklin Fire Department	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

West Cent	ral PSAP Center	receiving a call fo	r emergency se	rvices in your	jurisdiction
shall dispa	tch the call in the	e following manner			

Primary: MCERN
Secondary: 217.473.2058

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

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

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

West Central PSAP	Franklin Fire Department
Plowers	Agency
Ву:	By: Affall
Title: <u>Director</u>	Title:
Effective Date: 12/20/17	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Greene County Ambulance/Boyd Healthcare EMS___, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: Greene County Radio System
217.942.5550

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

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

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

West Central PSAP	Greene County Ambulance/Boyd Healthcare EMS
Plox	Agency
Ву:	By: Kirs Tamplin
Title: <u>Director</u>	Title: EMS Coordwater
Effective Date: 12/20/17	

For 911 Eme	ergency Communications		
hereinafter re	ent is made between the West Coeferred to as "PSAP," and the Goeffective handling and routing	sentral Public Safety Answering Point, seene County Sheriff's Department of 9-1-1 Emergency Calls.	
CALL HAND	LING		
West Central shall dispatch	PSAP Center receiving a call for the call in the following manner	r emergency services in your jurisdiction	
Primary:	Greene County Radio S	System	
Secondary:	217.942.6901		
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.			
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreement advisory and p	s, management, records, and se policy board.	rvice will be the responsibility of the	
West Central I	PSAP	Greene County Sheriff's Department	
Ple) van	Agency	
Ву:		By: Shows Person house	
Title: Director		Title: Sheet DE	

Effective Date: 12/20/17

12-28-20517

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Greenfield Fire Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: <u>217.368.3247 (end coder)</u>

Secondary: <u>217.942.6901 (Sheriff)</u>

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

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

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

West Central PSAP	Greenfield Fire Department
<u> </u>	Agency
Plo mo	1
By:	By: Wanen Catter
Title: <u>Director</u>	Title: Chief
Effective Date: 12/20/2016	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Greenfield Police Department for the purpose of effective handling and routing of 9-1-1 Emergency Calls.
CALL HANDLING
West Central PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:	Greene County Radio System		
Secondary:	217.942.6901		

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

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

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

West Central PSAP	Greenfield Police Department
Plo ans	Agency
Ву:	By: Jose # 901
Title: <u>Director</u>	Title Chief of Police
Effective Date: 12/20/17	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Poi	nt,
hereinafter referred to as "PSAP," and the Hardin Fire Protection District	for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	
CALL HANDLING	

Primary:	618.576.2414
shall dispat	ch the call in the following manner:
vvest Centr	al PSAP Center receiving a call for emergency services in your jurisdiction

AID OUTSIDE JURISDICTION BOUNDARY

Secondary:

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

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

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

West Central PSAP	Hardin Fire Protection District
Vest ochtar i oar	Agency .
610 mis	(ALMAN MAN)
By:	By: (MANUA)
Title: <u>Director</u>	Title: Thendent tof the Bears
Effective Date: <u>12/20/16</u>	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Po	oint,
hereinafter referred to as "PSAP," and the Hardin Police Department	_, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

618.576.2417	
618.576.9500	
	618.576.2417 618.576.9500

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

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

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

West Central PSAP	Hardin Police Department		
By:	Agency By: Matt Jaug		
Title: <u>Director</u>	Title : Mayor ' 0		
Effective Date: <u>12/20/16</u>			

For 911 Emergency Communications

This agreement is made between the We	st Central Public Safety Answering Poir	ıt,
hereinafter referred to as "PSAP," and the	Illinois State Police District 9	fo
the purpose of effective handling and rout	ing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary: 217.786.7110 Secondary: 217.786.7111

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

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

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

West Central PSAP	Illinois State Police District 9		
Plo Fin	Agency		
Ву:	By: talk and		
Title: <u>Director</u>	Title: Bureau Ckief		
Effective Date: 12/20/17	Date: 1/16/18		

For 911 Emergency Communications

This agreement is made between the Wes	t Central Public Safety Answering F	oint,
hereinafter referred to as "PSAP," and the	Illinois State Police District 18	for
the purpose of effective handling and routi	ng of 9-1-1 Emergency Calls.	

CALL HANDLING

West	Central	PSAP	Center	receiving	a call for	emergency	services	in your	jurisdiction
shall	dispatch	the ca	all in the	following	manner:				

Primary: 217.324.2151 Secondary: 217.786.2152

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

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

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

West Central PSAP	Illinois State Police District 18	
Plo mis	Agency	
By:	Ву:	
Title: <u>Director</u>	Title: Bureau Chief	
Effective Date: 12/20/17	Date: 1/10/18	

For 911 Emergency Communications

This agreement is made between the Wes	st Central Public Safety Answering Po	int,
hereinafter referred to as "PSAP," and the	Illinois State Police District 20	, foi
the purpose of effective handling and rout	ing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary: 217.285.4431 Secondary: 217.285.4432

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

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

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

West Central PSAP	Illinois State Police District 20
Plo en)	Agency
Ву:	By: Telf agoo
Title: <u>Director</u>	Title: Bureau Orief
Effective Date: 12/20/17	Date: 1/16/18

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Illinois Department of Natural Resources Law Enforcement, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary:

Morgan - Sgt. Chris Stone 217.502.9270/Greene & Calhoun Sgt Eric Myers 217-257-1454

Secondary:

Captain Laura Petreikis 309.230.7033

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

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

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

West Central PSAP	minors bepartment of Natural Resources Law Enforcement
Plo san	Agency
Ву:	By: Salasset
Title: <u>Director</u>	Title: DIRECTOR
Effective Date: 12/20/17	

For 911 Emergency Communications

LOI 311 FILLE	For 911 Emergency Communications			
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Jacksonville Fire Department for the purpose of effective handling and routing of 9-1-1 Emergency Calls.				
CALL HAND	LING			
West Central PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:				
Primary:	JFD Radio			
Secondary:	217.479.4141			
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.				
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.				
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.				
All agreements, management, records, and service will be the responsibility of the advisory and policy board.				
West Central	PSAP	Jacksonville Fire Department		
By:	O VENT	Agency By:		
Title: Director	<u>r</u>	Title: time Chiet		

For 911 Emergency Communications

FOR 911 Eme	For 911 Emergency Communications		
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the			
CALL HAND	LING		
	PSAP Center receiving a call for the call in the following manner:	emergency services in your jurisdiction	
Primary:	JPD Radio		
Secondary:	217.479.4630		
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.			
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreements, management, records, and service will be the responsibility of the advisory and policy board.			
West Central	PSAP	Jacksonville Police Department	
By:	O Sand	Agency By: All Agency	
Title: Directo	<u>r</u>	Title: Chief of Police	

For 911 Eme	rgency Communications			
hereinafter re	ent is made between the West Co eferred to as "PSAP," and the Jac of effective handling and routing o			
CALL HAND	LING			
West Central shall dispatch	PSAP Center receiving a call for the call in the following manner:	emergency services in your jurisdiction		
Primary:	MCERN			
Secondary:	MCSD Radio Pager			
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.				
of an adminis	e intent is that 9-1-1 is used for e trative or non-emergency nature ephone number.	mergency calls only. Therefore, all calls shall be referred to your agency's		
The PSAP Co	enter agrees to keep all records, to to all participants of the 9-1-1	imes, and places of all calls. All records System.		
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.				
All agreemen advisory and	ts, management, records, and se policy board.	rvice will be the responsibility of the		
West Central	<u>PSAP</u>	Jacksonville/Morgan County Dive Team		
By:	O vans	Agency By:		
Title: Director		Title: Diretur		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Jacksonville/Morgan County Emergency Management</u>, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

West Central PSAP Center receiving a call for	emergency services in vo	ur jurisdiction
shall dispatch the call in the following manner:		ai janoalouon

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

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

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

West Central PSAP	Jacksonville/Morgan County Emergency Management	
Plo ans	Agency	
Ву:	By: Plo was	
Title: <u>Director</u>	Title: Director	
Effective Date: 12/20/17		

ADJACENT 9-1-1 AUTHORITIES CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the **Jersey County Emergency Telephone System** ("9-1-1 Authority"), and the **West Central Joint Emergency Telephone System**, ("Adjacent 9-1-1 Authority"), that dispatches the following "Public Safety Agencies" whose boundaries are adjacent to this 9-1-1 Authority for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

- 1) Calhoun Ambulance Service
- 2) Boyd Hospital Ambulance Service
- 3) Carrollton Fire Protection District
- 4) Hardin Fire Protection District
- 5) Point Fire Protection District

- 6) Richwood Fire Protection District
- 7) Kane Fire Protection District
- 8) Calhoun County Sheriff's Office
- 9) Greene County Sheriff's Office

CALL HANDLING

Jersey County Emergency Telephone System receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: (217) 479-3596 frequency-identity frequency number, if to number)	(State Specific Procedures, if radio alk group-identify name, if telephone-identity telephone
Secondary: (217) 243-1874 frequency-identity frequency etc.)	(State Specific Procedures if radio

AID OUTSIDE JURISDICTION BOUNDARIES:

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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP 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 9-1-1 Authority.

Jersey County ETSB	West Central Joint ETSB
9-1-1 Authority Name	Adjacent 9-1-1 Authority Name
By 42.010	Adjacent 9-1-1 Authority Name
Title_Director	Title Director
Date	Date 12-6-21

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Jersey County ETSB</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: 618.498.6881

Secondary:

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

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

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

West Central PSAP	Jersey County ETSB	
	Agency	
Plomo		
By:	By: Well R. Dulyer	
Title: <u>Director</u>	Title: Executive Directore	
Effective Date: <u>12/20/2016</u>		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Lincoln County Sheriff's Dept</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary:

636.528.6100

Secondary:

636.462.3267

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

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

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

West Central PSAP	Lincoln County Sheriff's Department
	Agency
Plo mo	100
By:	By:
Title: <u>Director</u>	Title: SHAREFF
Effective Date: <u>12/20/2016</u>	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Lifestar Ambulance</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: MCERN

Secondary: <u>217.245.7540</u>

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

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

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

West Central PSAP	Lifestar Ambulance
Plo and	Agency
Ву:	By: David Goss
Title: <u>Director</u>	Title: <u>Manager</u> LSAS
Effective Date: 12/20/2016	

MACOUPIN COUNTY EMERGENCY TELEPHONE SYSTEM BOARD E 9-1-1 INTERAGENCY AGREEMENT

2018

For 9-1-1 Emergency Communications

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

CALL HANDLING

Macoupin County PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner: (Radio frequency, phone number/fax number)

1. Primary Notification: 217-245-6103

2. Emergency Phone # 217-245-4113

Fax #: 217-245-9923

Contact Person: Phil McCarty

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 the participant of the 9-1-1 System.

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

Macoupin County ETSB	WEST CENTRAL JOINT
PSAP	Agency
BY:	BY: Plo mos
TITLE: Administrator	TITLE: Diedor
DATE:	DATE: 10-30-17

For 911 Emergency Communications

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

CALL HANDLING

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

Primary:

217.854.9051

Secondary:

618-498-2718

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

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

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

West Central PSAP	Macoupin County ETSB
	Agency
Plo en	\bigcirc 0
Ву:	By:
Title: <u>Director</u>	Title: Administrator
Effective Date: 12/20/17	12-26-17

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Meredosia Fire Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: MCERN

Secondary: 217.248.2553 (Chief Werries)

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

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

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

West Central PSAP	ivieredosia Fire Department	
	Agency /	
By:	By: Say Win	
Бу		
Title: <u>Director</u>	Title:	
Effective Date: <u>12/20/2016</u>		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Meredosia Rescue, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.		
CALL HAND	LING	
	PSAP Center receiving a call for the call in the following manner	emergency services in your jurisdiction
Primary:	MCERN	
Secondary:		
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.		
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.		
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.		
All agreemen advisory and		ervice will be the responsibility of the
West Central	PSAP	Meredosia Rescue
By:	Over	Agency By: Mulling Mulling
Title: Directo	<u>r</u>	Title: MURS PRESURET
Effective Date	e: 12/20/17	

Effective Date: 12/20/17

For 911 Emergency Communications		
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Meredosia Police Department for the purpose of effective handling and routing of 9-1-1 Emergency Calls.		
CALL HAND	LING	
	PSAP Center receiving a call for the call in the following manner:	emergency services in your jurisdiction
Primary: MCSD Radio		
Secondary:	Secondary: 217.584.1351	
AID OUTSID	E 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 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.		
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.		
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.		
All agreements, management, records, and service will be the responsibility of the advisory and policy board.		
West Central	PSAP	Meredosia Police Department
PL	Over	Agency
Ву:	0 mm	By: CURTES WILLEAMS
Title: Directo	<u>r</u> ,	Title: CHIEF

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Missouri State Police</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary:

660-385-2132

Effective Date: <u>12/20/2016</u>

Secondary:

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

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

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

West Central PSAP	Missouri State Police	
	Agency	
Plomo		
By:	By:	
Title: <u>Director</u>	Title: Accichant Die. Communicatione	

For 911 Emergency Communications

This agreement is made between the Wes	st Central Public Safety Answering Po	oint,
hereinafter referred to as "PSAP," and the	Morgan County Sheriff's Department	, for
the purpose of effective handling and rout	ing of 9-1-1 Emergency Calls.	

CALL HANDLING

Wes	t Central	PSAP (Center	receiving	a call for	emergency	services i	in your	jurisdiction
shall	dispatch	the ca	ll in the	following	manner:				

Primary:	MCSD Radio
Secondary:	217.245.6103

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

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

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

West Central PSAP	Morgan County Sheriff's Department
RIO VIVI	Agency
By:	By: Kanly Downsond
Title: <u>Director</u>	Title: Sheriff
Effective Date: 12/20/17	

For 911 Emergency Communications

This agreement is made between the Wes	t Central Public Safety Answering Po	int,
hereinafter referred to as "PSAP," and the	Murrayville Fire Department	, for
the purpose of effective handling and routing	ng of 9-1-1 Emergency Calls.	

CALL HANDLING

Effective Date:

West Central PSAP Center receiving a call for emergency services in your jurisdiction	n
shall dispatch the call in the following manner:	

Primary: MCERN

Secondary: 217/882-3805 pagers

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

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

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

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

Upon creation of the West Central Joint ETSB

West Central PSAP	Murrayville Fire Department		
Plo ans	Agency		
Ву:	By: JOSEPH / COMM		
Title: <u>Director</u>	Title assistant Chief		

Effective Date: 12/20/17

For 911 Emergency Communications			
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the Murrayville Police Department for the purpose of effective handling and routing of 9-1-1 Emergency Calls.			
CALL HAND		ove i i Emorganoj dana.	
CALL HAND	LING		
West Central PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:			
Primary:	MCSD 217.245.6103		
Secondary:	217.491.2046		
AID OUTSID	E 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.			
of an adminis	e intent is that 9-1-1 is used for e trative or non-emergency nature ephone number.	emergency calls only. Therefore, all calls shall be referred to your agency's	
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.			
All agreements, management, records, and service will be the responsibility of the advisory and policy board.			
West Central	<u>PSAP</u>	Murrayville Police Department	
OI		Agency	
()//C By:		By: Dorch Suttle	
Title: <u>Director</u>	·	Title:Chi&	

For 911 Emergency Communications

This agreement is made between the We	st Central Public Safety Answering Poi	nt,
hereinafter referred to as "PSAP," and the	Murrayville Woodson EAS	for
the purpose of effective handling and rout	ing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary:

MCERN

Secondary:

217.243.6211 217-882-3114

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

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

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

West Central PSAP	Murrayville Woodson EAS
	Agency
By:	By: Jan Vaille
Title: <u>Director</u>	Title: Vice President
Effective Date: 12/20/17	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering P	oint,
hereinafter referred to as "PSAP," and the North Calhoun Fire Department	_, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

West Central PSAP Center receiving a ca	Il for emergency services in your jurisdiction
shall dispatch the call in the following mar	iner:

Primary:

Calhoun County Radio System

Secondary:

618.576.2417

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

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

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

West Central PSAP	North Calhoun Fire Department		
01-	Agency		
By:	By: Dan A Glade		
Title: <u>Director</u>	Title: Tire Chief		
Effective Date: 12/20/17			

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Northwestern Area Ambulance</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: <u>217.971.1476 (Brandon Oxley)</u>

Secondary: <u>217.439.7480 (Doug Oxley)</u>

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

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

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

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

West Central PSAP	MOITHWESTEIL VIEW VILLANIE
	Agency
Plo and	0, 101
Ву:	By: BL M. Caly
Title: <u>Director</u>	Title: COOPPRAIR
Effective Date: <u>12/20/2016</u>	-

Northwestern Area Ambulance

AGREEMENTS

December 2021

For 9-1-1 Emergency Communications

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

CALL HANDLING (Exhibit 8)

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

Primary: Radio Frequency:

And/or

Telephone Number:

217-243-1874

Secondary: Radio Frequency:

And/or

Telephone Number:

AID OUTSIDE NORMAL JURISDICTION BOUNDARY (Exhibit 9)

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.

Pil	ke County 9-1-1	W	<u>est Cen</u>	tral 9-1-1	
PSAR	1 . 0 . 1	Agend	y n 1	80.0	
Ву	iphanie Kembard	Ву	Kh	- June	
Title	911 Coordinator	Title _	911	Director	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Pike County, Missouri Sheriff's Dept</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: 57

573.324.3202

Secondary:

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

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

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

West Central PSAP	Pike County, MO Sheriff's Department		
	Agency		
Plo sur			
Ву:	By:		
Title: <u>Director</u>	Title: TAC		
Effective Date: <u>12/20/2016</u>			

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering P	oint.
riereinancer referred to as "PSAP," and the Point Fire Protection District	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	_, 101

CALL HANDLING

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

Primary:

618.576.2417

Secondary:

877.685.8301- /18-883-2344

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

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

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

West Central PSAP	Point Fire Protection District
Morning	Agency
Ву:	By: Kent Schafe
Title: <u>Director</u>	Title: Chel
Effective Date: 12/20/16	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Poir hereinafter referred to as "PSAP," and the Richwood Fire District the purpose of effective handling and routing of 9-1-1 Emergency Calls.	nt, for
CALL HANDLING	

West Central PSAP Center receiving a call for emergency services in your jurisdiction

shall dispatch the call in the following manner:

Primary: Calhoun County Radio System

Secondary: 618.396.2418

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

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

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

West Central PSAP	Richwood Fire District
*	Agency
By:	By: Benned & Willen
Title: <u>Director</u>	
Effective Date: 12/20/17	Title: President of Board of Trustees Richwoods fire District

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Roodhouse Fire Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: <u>217.589.4348</u>

Secondary: <u>217.589.5134</u>

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

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

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

West Central PSAP	Roodhouse Fire Department	
	Agency	
Plo sans		
Ву:	By: Jag 2 Hopken	
Title: <u>Director</u>	Title: 6416-F	
Effective Date: 12/20/2016		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Roodhouse Police Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: 217.589.4348 (Roodhouse Police Department)

Secondary: <u>217.942.6901 (Greene County Sheriff's Office)</u>

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

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

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

West Central PSAP	Roodhouse Police Department	
<u></u>	Agency	
Plo sur		
By:	By:	
Title: <u>Director</u>	Title: Chief of Police	
Effective Date: <u>12/20/2016</u>		

For 911 Emergency Communications

hereinafter re	ent is made between the West Central Public Safety Answering Point, eferred to as "PSAP," and the Sangamon County ETSB for of effective handling and routing of 9-1-1 Emergency Calls.
CALL HAND	LING
West Centra	PSAP Center receiving a call for emergency services in your jurisdiction the call in the following manner:
Primary:	217.753.6666
Secondary:	217.788.8311
,	

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

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

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

West Central PSAP	Sangamon County ETSB
Plomo	Agency
Ву:	Ву:
Title: <u>Director</u>	Title: Kx. Durnon
Effective Date: 12/20/17	

For 911 Emergency Communications

	3	
hereinafter r	referred to as "PSAP," and th	est Central Public Safety Answering Point, ne Scott County ETSB for uting of 9-1-1 Emergency Calls.
CALL HAND	DLING	
	I PSAP Center receiving a cath the call in the following ma	all for emergency services in your jurisdiction nner:
Primary:	Radio 154.837	
Secondary:	Radio 55.055	
AID OUTSIE	DE JURISDICTION BOUNDA	ARY
such unit sha	• •	response to a request through the system, equesting party without regard to whether the ctional boundaries.
of an admini		for emergency calls only. Therefore, all calls ature shall be referred to your agency's
	Center agrees to keep all recomble to all participants of the	ords, times, and places of all calls. All records 9-1-1 System.
	e responsibility of your agend f each call received.	cy to maintain the report of call and the
_	nts, management, records, a I policy board.	nd service will be the responsibility of the
West Centra	<u>I PSAP</u>	Scott County ETSB Agency
By:	Own	By: William Walsen
Title: Directo	<u>or</u>	Title: 911 Cooplinate
Effective Date	te: 12/20/17	<u> </u>

For 911 Emergency Communications				
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the South Jacksonville Fire Department for the purpose of effective handling and routing of 9-1-1 Emergency Calls.				
CALL HAND	LING			
	PSAP Center receiving a call for the call in the following manner:	emergency services in your jurisdiction		
Primary:	MCERN			
Secondary:	SJ Fire Frequency			
AID OUTSID	E JURISDICTION BOUNDARY			
such unit sha		inse to a request through the system, ing party without regard to whether the I boundaries.		
The legislative intent is that 9-1-1 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.				
	The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.			
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.				
All agreements, management, records, and service will be the responsibility of the advisory and policy board.				
West Central	PSAP	South Jacksonville Fire Department		
By:	O vans	Agency By: Dawd A Hicky Title: OHICH		
Title: <u>Directo</u>	<u>r</u>	Title: Offici-		

Effective Date: 12/20/17

For 911 Emergency Communications

This agreement is made between the West Central Public	c Safety Answering Point,
hereinafter referred to as "PSAP," and the South Jacksonville P	Police Department for
the purpose of effective handling and routing of 9-1-1 Em	ergency Calls.

CALL HANDLING

West	Central	PSAP	Center re	eceiving a	a call for	emergency	services in	your juriso	liction
shall	dispatch	the ca	ll in the f	ollowing	manner:				

Primary:	JPD-A
Secondary:	217.245.9222

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

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

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

West Central PSAP	South Jacksonville Police Department
Plo ans	Agency
Ву:	By:
Title: <u>Director</u>	Title: Clust at buck
Effective Date: 12/20/17	

For 911 Emergency Communications				
This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the South Jacksonville Rescue for the purpose of effective handling and routing of 9-1-1 Emergency Calls.				
CALL HAND	LING			
	PSAP Center receiving a call for the call in the following manner:	emergency services in your jurisdiction		
Primary:	MCERN			
Secondary:	SJ Fire Radio			
AID OUTSID	E JURISDICTION BOUNDARY			
such unit sha		onse to a request through the system, ing party without regard to whether the Il boundaries.		
The legislative intent is that 9-1-1 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.				
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.				
It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.				
All agreemen advisory and		rvice will be the responsibility of the		
West Central	PSAP	South Jacksonville Rescue		
By:	0 500	By: Sauda Hebra Title: CHIFF		
Title: <u>Directo</u>	r	Title: CHIFF		
Effective Date	e: 12/20/17			

For 911 Emergency Communications

This agreement is made between the Wes	it Central Public Safety Answering Po	oint,
hereinafter referred to as "PSAP," and the	St Charles County Police Department	, foi
the purpose of effective handling and routi	ng of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary: 636-949-3000 Secondary: 636-949-1750

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

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

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

West Central PSAP	St Charles County Police Department		
Plo m	Agency		
By:	By: Karen Dopley		
Title: <u>Director</u>	Title: Diapatch Manager		
Upon creation of the West Central Joint ETSB			

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Waverly Fire Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: MCERN

Secondary: <u>217.435.2341</u>

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

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

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

West Central PSAP	Waverly Fire Department	
	Agency	
Plo sans	n/) R	
Ву:	By: Dlan Pran	
Title: <u>Director</u>	Title: CRuf	
Effective Date: 12/20/2016		

For 911 Emergency Communications

This agreement is made between the Wes	st Central Public Safety Answering P	oint,
hereinafter referred to as "PSAP," and the	Waverly Police Department	_ for
the purpose of effective handling and rout	ing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary:

MCSD Radio Frequency

Secondary:

217.245.6103

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

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

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

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

West Central PSAP	Travolly I olloo Bopaltinoite
	Agency
Plo sur	By: San Bollie
Title: <u>Director</u>	Title: Chief of Police
Effective Date: 12/20/17	

Waverly Police Department

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Waverly Rescue</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: MCERN

Secondary: <u>217.435.2341</u>

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

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

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

West Central PSAP	Waverly Rescue
	Agency
Plosens	2000
By:	By: 212
Title: <u>Director</u>	Title:
	1
Effective Date: 12/20/2016	

For 911 Emergency Communications

This agreement is made between the Wes	t Central Public Safety Answering Po	int,
hereinafter referred to as "PSAP," and the	White Hall Fire Department	, for
the purpose of effective handling and routi	ng of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary: Greene County Radio System
217.374.2134

AID OUTSIDE JURISDICTION BOUNDARY

12/20/17

Effective Date:

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

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

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

West Central PSAP	White Hall Fire Department
	Agency
Olo and	(2 25.21. 1
Ву:	Ву:
Title: <u>Director</u>	Title: Fire Chief

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering P	oint,
hereinafter referred to as "PSAP," and the White Hall Police Department	_, foi
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	

CALL HANDLING

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

Primary:

Greene County Radio System

Secondary:

217.374.2134 (Fire)

217 374-2135 (Police Dept)

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

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

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

West Central PSAP	white Hall Police Department	
Plo sur	Agency #/6 9	
By:	By:	
Title: <u>Director</u>	Title: Chet of Police	
Effective Date: 12/20/17		

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering Point, hereinafter referred to as "PSAP," and the <u>Woodson Fire Department</u> the purpose of effective handling and routing of 9-1-1 Emergency Calls.

CALL HANDLING

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

Primary: MCERN

Secondary: Home Frequency Paging System 154.965

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

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

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

West Central PSAP	woodson Fire Department
Trock Contract Contract	Agency
By:	By: Davil Rad
Title: <u>Director</u>	Title: Chief.
Effective Date: _12/20/2016	

For 911 Emergency Communications

This agreement is made between the West Central Public Safety Answering P	oint.
hereinafter referred to as "PSAP," and the Woodson PoliceDepartment	, for
the purpose of effective handling and routing of 9-1-1 Emergency Calls.	=

CALL HANDLING

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

Primary:

217.245.6103

Secondary:

217.673.3611

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

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

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

West Central PSAP	Woodson PoliceDepartment
Plo en	Agency
Ву:	By: Duck Suttle
Title: <u>Director</u>	Title: Chief
Effective Date: 12/20/17	

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE WEST CENTRAL JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND THE JERSEY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

This agreement is entered into by and between the West Central Joint Emergency Telephone System Board (hereinafter referred to as "West Central Joint ETSB"), a unit of local government in the State of Illinois and the Jersey County Emergency Telephone System Board (hereinafter referred to as "Jersey County ETSB"), a unit of local government in the State of Illinois.

WITNESSETH

WHEREAS, the West Central Joint ETSB and the Jersey County ETSB may enter into intergovernmental cooperation agreements as provided in Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Jersey County ETSB has determined that it has need for a backup Public Safety Answering Point (PSAP); and

WHEREAS, the West Central Joint ETSB, acting initially and primarily through its PSAP at 200 West Douglas, Jacksonville, Illinois, is willing to serve as a backup PSAP, for the Jersey County ETSB; and

WHEREAS, the parties desire to memorialize in writing the respective rights and obligations of the parties to this Agreement.

THEREFORE, in consideration of the mutual agreements contained in this Agreement, the recitals of fact set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. The West Central Joint ETSB will only be called upon to provide backup PSAP services to the Jersey County PSAP in the following situations:
 - a. There exists an emergency which overloads Jersey County's primary PSAP to the point that the Jersey County PSAP cannot adequately handle all incoming calls;
 - b. An emergency, natural disaster, electrical fire, computer failure, phone system failure, or other similar occurrence renders Jersey County's Primary PSAP inoperable, out of order, or otherwise nonfunctional; or
 - c. A request for backup assistance is made by Jersey County's PSAP and this request is agreed to by West Central Joint ETSB.
- 2. If Jersey County's primary PSAP is expected to remain inoperable for more than one hour, then that party will send personnel to assist with staffing at the other party's Dispatch Center to answer the Jersey County's 911 calls and provide command and control dispatch services during the period that the Jersey County PSAP remains inoperable.

- 3. Jersey County has inspected the West Central Joint Dispatch Center and acknowledge that the equipment and phone service, among other things necessary to facilitate provision of the required services under this Agreement, are in place subject to the provisions of paragraph 4.
- 4. Jersey County has inspected the West Central Joint Dispatch Center and acknowledge that any additional equipment, phone service, or other items reasonably necessary to allow the Dispatch Center of either to perform the services required under this Agreement shall be procured by the party that will benefit from the backup service. However, the obligation herein shall be based upon mutual agreement between both parties. At the conclusion of this or any other contract, each party shall be entitled to remove items that each party purchased and which were installed and/or used at the other party's Dispatch Center; provided however, that such removal must not adversely impact or impede the operation of the other party's Dispatch Center and the operation of its 911 system. The maintenance and upkeep of equipment and items placed by a party in the other party's Dispatch Center shall be maintained by the placing party.
- 5. The parties agree to use reasonable efforts to provide services in the situations listed in paragraph two of this agreement.
- 6. Each party agrees to protect, defend, indemnify and hold harmless the other party including the, agents, employees, directors, officers, successors, and assigns of the party for any claim, causes of action, judgments, loss or damage of any kind arising out of, or in connections with provision of backup PSAP services under this Agreement, unless such loss is caused by or results from the gross negligence, recklessness or intentional misconduct of the party who would otherwise be defended, indemnified and held harmless under this provision. An act of gross negligence, recklessness or intentional misconduct by one party shall not relieve it from its duty to protect, defend, indemnify, and hold harmless the other party as described above.
- 7. Nothing contained herein shall constitute or create an employer-employee, landlord-tenant, or partnership relationship between the parties.
- 8. Nothing contained in this Agreement shall be construed to prohibit, or allow either party to prevent the other from relocating, upgrading, or otherwise changing its Dispatch Center.
- 9. Any notice required under this Agreement shall be sent to the following addresses, unless the recipient notifies the other party of a different address in writing:

If to the West Central Joint ETSB, then to:

West Central Joint ETSB, 911 Coordinator 200 West Douglas, Municipal Building Jacksonville, IL 62650 If to the Jersey County ETSB, then to:

Jersey County ETSB, Director 201 West Pearl Street Jerseyville, IL 62052

- 10. The initial term of this Agreement shall be twelve months from the effective date printed below, and shall automatically renew for an additional twelve-month period, unless notice is given six months prior thereto. The contract shall thereafter terminate upon six months prior notice, whereupon Jersey County ETSB may remove its equipment and make other arrangements for back up service.
- 11. If any part of this agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be stricken or modified by said court and the remainder of the agreement shall not be affected.
- 12. This agreement shall be construed in accordance with the laws of the State of Illinois.

This agreement shall be effective as of the latest adoption date printed below.

Rob McMillen by Plo Must Pirechy Chairman of the West Central Joint ETSB

Accepted and adopted by the Jersey County ETSB On the 17thday of November, 2021

Chairman of the Jersey County ETSB

INTERGOVERNMENTAL AGREEMENT BETWEEN MORGAN COUNTY 911 EMERGENCY TELEPHONE SYSTEM BOARD, MACOUPIN COUNTY 911 EMERGENCY TELEPHONE SYSTEM BOARD, and THE CITY OF JACKSONVILLE, ILLINOIS

This Agreement is entered into by and between the County of Morgan acting through its 911 Emergency Telephone System Board (hereinafter referred to as "Morgan County ETSB"), a unit of local government in the State of Illinois and the County of Macoupin acting through its 911 Emergency Telephone System Board (hereinafter referred to as "Macoupin County ETSB"), a unit of local government in the State of Illinois and the City of Jacksonville, Illinois, a Municipal Corporation in the State of Illinois acting through its Police Department.

WITNESSETH

WHEREAS, the Morgan County ETSB and the Macoupin County ETSB are non-home rule units of government and may enter into intergovernmental cooperation agreements as provided in Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act; and

WHEREAS, the Macoupin County ETSB has determined the need for a backup Public Safety Answering Point (PSAP); and

WHEREAS, the Morgan County ETSB, acting initially and primarily through its PSAP at the Jacksonville Police Department, is willing to serve as a backup PSAP for the Macoupin County ETSB; and

WHEREAS, the City of Jacksonville, acting through its Police Department (hereinafter Jacksonville Police Department) is willing to serve as the backup PSAP for the Macoupin County ETSB pursuant to the terms of this Agreement, and

WHEREAS, the parties desire to memorialize in writing the respective rights and obligations of the parties to this Agreement.

THEREFORE, in consideration of the mutual agreements contained in this Agreement, the recitals of fact set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Morgan County ETSB, acting initially and primarily through the Jacksonville Police Department agrees to serve as the backup PSAP (hereinafter the Jacksonville PSAP) for the Macoupin County E911 System and will receive 911 calls and provide command and control services necessary to dispatch emergency services in those circumstances for the Macoupin County ETSB where the primary PSAP for the Macoupin County ETSB is not able to provide the necessary services.

- 2. The Jacksonville PSAP will only be called upon to provide backup PSAP services in the following situations:
 - A. There exists an emergency which overloads Macoupin County's primary PSAP to the point that the primary PSAP cannot adequately handle all incoming calls;
 - B. An emergency, natural disaster, electrical failure, computer failure, phone system failure, or other similar occurrence renders Macoupin County's primary PSAP inoperable, out of order, or otherwise nonfunctional; or
 - C. A request for backup assistance is made by Macoupin County's primary PSAP and this request is agreed to by the Jacksonville PSAP.
- 3. If Macoupin County's primary PSAP is expected to remain inoperable for more than one hour, then Macoupin County will send personnel from Macoupin County to assist with staffing the Jacksonville PSAP to answer the Macoupin County 911 calls and provide command and control dispatch services during the period that the Macoupin County primary PSAP remains inoperable.
- 4. The Macoupin County ETSB has inspected the Jacksonville PSAP and acknowledges that additional furniture, equipment, electrical service, phone service, and lighting, among other things may be necessary to facilitate provision of the required services under this Agreement.
- 5. The Macoupin County ETSB agrees to provide, install, maintain, repair, upgrade, and replace all necessary furniture, equipment, electrical service, phone service, lighting, and any other items reasonably necessary to allow the Jacksonville PSAP to perform the services required under this Agreement. However, the obligation herein shall be based upon a mutual agreement between both parties. At the conclusion of this or any other contract, Macoupin County ETSB shall be entitled to all items purchased which are not deemed as fixtures under Illinois law.
- 6. The Jacksonville PSAP agrees to use reasonable efforts to provide services in the situations listed in paragraph two of this Agreement.
- 7. The Macoupin County ETSB agrees to protect, defend, indemnify and hold harmless Morgan County, the Morgan County ETSB, the City of Jacksonville, the Morgan County Sheriff's Department, and the Passavant Area Hospital, including the agents, employees, directors, officers, successors, and assigns of the aforementioned for any claim, causes of actions, judgments, loss, or damage of any kind arising out of, or in connection with provision of backup PSAP services under this Agreement, unless such loss is caused by, or results from, the willful or wanton misconduct of the party who would otherwise be defended and held harmless under this provision. A willful or wanton act or omission by one party shall not relieve the Macoupin County ETSB from its duty to protect, defend, indemnify, and hold harmless the other parties described above. For the purposes of this paragraph, "willful or wanton misconduct" shall have the same meaning as provided in section 750/15.1 of the Illinois Emergency Telephone System Act.

- 8. Nothing contained herein shall constitute or create an employer-employee, landlord-tenant, or partnership relationship.
- 9. From time to time, the Morgan County ETSB and/or the Jacksonville Police Department may select additional or alternate locations for the Jacksonville PSAP. Nothing contained in this Agreement shall be construed to prohibit, or allow the Macoupin County ETSB to prevent the Morgan County ETSB and/or the Jacksonville Police Department from relocating, upgrading, or otherwise changing the Jacksonville PSAP as determined by the Morgan County ETSB and/or the Jacksonville Police Department to be in the best interest of the Jacksonville PSAP.
- 10. Any notice required under this Agreement shall be sent to the following addresses, unless the recipient notifies the other party of a different address in writing:

If to the Morgan County ETSB, then to:

Morgan County 911 Coordinator 200 West Douglas, Municipal Building Jacksonville, IL 62650

If to the Macoupin County ETSB, then to:

Macoupin County 911 Coordinator 215 S. East St. Carlinville, IL 62626

If to the Jacksonville Police Department, then to:

Jacksonville Chief of Police Municipal Building 200 West Douglas Jacksonville, IL 62650

- 11. The initial term of this Agreement shall be twelve months from the effective date printed below, and shall automatically renew for an additional twelve-month period, unless notice is given six months prior thereto. The contract shall thereafter terminate upon six months prior written notice.
- 12. All parties acknowledge that Morgan County ETSB does not currently furnish medical pre-arrival instructions as part of its dispatch function, and said medical pre-arrival instructions are provided by Passavant Memorial Area Hospital (PMAH). The parties further acknowledge that, in any dispatch handled pursuant to this agreement involving medical pre-arrival instructions, Morgan County ETSB will dispatch the personnel, with PMAH providing medical pre-arrival instructions.

- 13. If any part of this agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be stricken or modified by said court and the remainder of the agreement shall not be effected.
- 14. This Agreement shall be construed in accordance with the laws of the State of Illinois.

This Agreement shall be effective as of the latest adoption date printed below.

on the, 2005	
Richard Evans, Chairman	
Attest:	
Mike Crowley, Secretary	
Accepted and adopted by the Macoupin County ETSB on the	
Attest: Register Baker Its: Secretary	
Accepted and adopted by the Jacksonville Police Department on the, 2005	