

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



**State of Illinois**

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

# INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modified plans must comply with 83 Ill. Adm. Code Part 1325.

## **LONG FORM MODIFIED 9-1-1 PLAN:**

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

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

The Modified Plan must include the following documents:

<b>General Information</b>	Contact and 9-1-1 System information.
<b>Verification</b>	Notarized statement of truth regarding information provided in the plan.
<b>Letter of Intent</b>	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
<b>Plan Narrative</b>	A summary of the changes of the proposed system's operation.
<b>Financial Information</b>	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
<b>5-Year Strategic Plan</b>	A detailed plan for implementation and financial projections.
<b>Communities Served</b>	A list of all communities that are served by the 9-1-1 System.
<b>Participating Agencies</b>	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
<b>Adjacent Agencies</b>	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

## **Attachments (if applicable):**

<b>Ordinance</b>	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
<b>Intergovernmental Agreement</b>	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
<b>Contracts</b>	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
<b>Back-up PSAP Agreement</b>	Establishes back-up and overflow services between PSAPs.
<b>Network Diagram</b>	Provided by the 9-1-1 system provider showing trunk routing and backup configuration.
<b>Call Handling Agreements</b>	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
<b>Aid Outside Jurisdictional Boundaries Agreements</b>	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

<b>Carrier Listing</b>	A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.
<b>Test Plan</b>	The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

These modified 9-1-1 Plans must be filed electronically on the Department's website at:  
<http://www.isp.state.il.us/Statewide911/statewide911.cfm> where you will see the box below to submit your plan.



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

**SHORT FORM MODIFIED 9-1-1 PLAN:**

The following modifications do not need to be submitted electronically on the Department's website. The 9-1-1 Authority must provide written notification to the Administrator at [911\\_tech\\_support@isp.state.il.us](mailto:911_tech_support@isp.state.il.us) at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment.

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

The notification should include:

<b>General Information</b>	Contact and 9-1-1 System information.
<b>Plan Narrative</b>	A detailed summary of the changes in the proposed system's operation.

**Attachments (if applicable):**

<b>Network Diagram</b>	Provided by the 9-1-1 system provider showing trunk routing and backup configuration
<b>Call Handling Agreements</b>	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.







# VERIFICATION

I, Kevin C. Klaas, first being duly sworn upon oath, depose and say that I am Director, of Jersey County 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 matters stated upon information and belief, and as to those, I believe same to be true.



Director - Jersey County ETSB

Subscribed and sworn to before me

this 7<sup>th</sup> day of January, 20 22.



Karen Madson  
NOTARY PUBLIC, ILLINOIS

# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

01-07-2022

(Date)

Deb Prather, Director of Regulatory Affairs

(9-1-1 System Provider Company Representative)

INdigital

(9-1-1 System Provider Company Name)

1616 Directors Row

(Street Address)

Fort Wayne, Indiana 46808

(City, State, Zip Code)

Dear Deb 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,



Kevin C. Klaas  
Director-Jersey County ETSB

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:

The Jersey County Emergency Telephone System Board is requesting to change its 911 System Service Provider (911 SSP) from AT&T to INdigital. The system will be provisioned as an IP based NG911 system. The Jersey County ETSB is upgrading their call delivery system, to ensure that all carriers are connected directly to the selective routers serving the PSAP. The 9-1-1 system will comply with all State and Federal requirements and be compliant with the National Emergency Number Association (NENA) standards.

The network will be provisioned as an IP based, Next Generation Network and will deliver calls using IP technology to the Jersey County PSAP. Access is password protected. The Enhanced 911 network is private with no outside access. There will be redundant Legacy Network Gateways (LNG's) and Emergency Service Routing Proxy's (ESRP's). One set is located in Chicago, IL and the other is located in St. Louis, MO.

The carriers that are currently connected to the AT&T Belleville selective router for Jersey County will be migrated and connect directly to the INdigital ESRP's. The Carriers can deliver 9-1-1 calls to the ESRP's or LNG's by using SS7 signaling or by using a SIP trunk, IP based signaling.

Diagrams will be developed and submitted after being finalized during industry calls with the Carriers. Finalized cost will be requested from the ILEC's and submitted during this period as well.

Router to router trunks will be established between INdigital's ESRP's and selective routers owned by other 911 SSP's for routing of split exchanges where necessary.

The system will provide INdigital with a new Master Street Address Guide (MSAG) that includes Jersey County territory. The MSAG and database development will occur as the network is being established.

INdigital will mirror call transfer conditions at the time of conversion and will implement 911 call transfer with ANI between neighboring counties of Jersey County, where possible, post conversion.



Plan Narrative:

A large, empty rectangular box with a thin black border, intended for the user to enter the Plan Narrative. The box occupies most of the page's vertical space below the header.

# FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$	<u>46,082.88</u>
Projected annual recurring 9-1-1 network costs after modification	\$	<u>67,012.08</u>
Installation cost of the project	\$	<u>34,108.45</u>
Anticipated annual revenues	\$	<u>415,000.00</u>

# FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

Narrative:

The Jersey County 9-1-1 System will benefit by upgrading to a modern digital platform as our analog systems continue to age. Migrating to a digital IP system will keep our system viable as emergency telecommunications continues to evolve delivering text, complex video and enhanced location data to 9-1-1 communication centers.

The Jersey County 911 System feels INdigital will provide reliable service to meet and exceed industry standards. A digital platform and upgrades to CPE equipment assures continued service for the next five years and beyond.

The Jersey County 911 System anticipates a slightly higher monthly cost but gains a better and more reliable modern platform.

All call handling agreements will not be affected and remain in place.























# 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).

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

- 2) List wireline exchanges to be tested.

Frontier Communications  
AT&T  
Grafton Telephone Company

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

US Cellular  
AT&T Wireless  
Verizon Wireless  
T-Mobile/Sprint  
Sparklight



12/1/14

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 Macoupin County 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) Macoupin County Sheriff's Office             | 6) Brighton Police Department |
| 2) Medora Police Department                     | 7) Medora Ambulance           |
| 3) Shipman Area Ambulance                       | 8) Medora Fire                |
| 4) Brighton Betsey Ann Fire Protection District |                               |

**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) 854-9051 (State Specific Procedures, if radio frequency-identify frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (618) 498-2718 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By

Title Director

Date

10-26-2021

Macoupin County ETSB

Adjacent 9-1-1 Authority Name

By

Title Administrator

Date

11-1-21



12/14/21  
**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 **Madison County 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) Madison County Sheriff's Office
- 2) Godfrey Fire Protection District

**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:** (618) 692-4433 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (618) 692-7040 ext. 4805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By [Signature]

Title Director

Date 10-26-2021

Madison County ETSB

Adjacent 9-1-1 Authority Name

By [Signature]

Title 911 Coordinator

Date 11/1/21



**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           | 6) Richwood Fire Protection District |
| 2) Boyd Hospital Ambulance Service     | 7) Kane Fire Protection District     |
| 3) Carrollton Fire Protection District | 8) Calhoun County Sheriff's Office   |
| 4) Hardin Fire Protection District     | 9) Greene County Sheriff's Office    |
| 5) Point Fire Protection District      |                                      |

**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 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (217) 243-1874 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By *[Signature]*

Title Director

Date 10-26-2021

West Central Joint ETSB

Adjacent 9-1-1 Authority Name

By *[Signature]*

Title Director

Date 12-6-21



10/20/21

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Alton Memorial Hospital EMS** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** (618) 463-7355 Dial 8 on prompt (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (618) 463-7356 Dial 8 on prompt (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By 

Title Director

Date 10-26-2021

Alton Memorial Hospital EMS

Public Safety Agency Name

By 

Title EMS MANAGER

Date 10/30/21

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Jersey Community Hospital EMS** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 152.4275 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (618) 498-4111 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By 

Title Director

Date 10-26-2021

Jersey Community Hospital EMS

Public Safety Agency Name

By 

Title EMS Coordinator

Date 11/2/21



10/26/21

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Medora Area Ambulance Service** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 154.7475 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By [Signature]

Title Director

Date 10-26-2021

Medora Area Ambulance Service

Public Safety Agency Name

By [Signature]

Title President of Board

Date 11-3-21

10/26/21

# PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Fieldon Fire** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### **CALL HANDLING**

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

**Primary:** 155.805 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 618-946-9069 (State Specific Procedures if radio frequency-identity frequency etc.)

### 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

Fieldon Fire

9-1-1 Authority Name

Public Safety Agency Name

By [Signature]

By [Signature] Chief FFPD

Title Director

Title \_\_\_\_\_

Date 10-26-2021

Date 11-5-2021



12/2/11

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Jerseyville Fire Department** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** (618) 498-2141 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 618-498-2131 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By [Signature]

Title Director

Date 10-26-2021

Jerseyville Fire Department

Public Safety Agency Name

By [Signature]

Title Fire Chief

Date 11-1-2021

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Medora Fire** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 154.7475 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By 

Title Director

Date 10-26-2021

Medora Fire

Public Safety Agency Name

By 

Title Fire Chief

Date 10/31/21



10/2/21

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **QEM Fire Protection Dist.** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 151.3100 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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.

<u>Jersey County ETSB</u>	<u>QEM Fire Protection Dist.</u>
9-1-1 Authority Name	Public Safety Agency Name
By <u>[Signature]</u>	By <u>[Signature]</u>
Title <u>Director</u>	Title <u>CHIEF</u>
Date <u>10-26-2021</u>	Date <u>11/3/21</u>

10/27/21

**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Rosedale Fire** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 155.805 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 535-2585 - 535-2505 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By *[Signature]*

Title Director

Date 10-26-2021

Rosedale Fire

Public Safety Agency Name

By *[Signature]*

Title Chief

Date 11-4-2021



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Brighton Betsey Ann FPD** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** ~~155.715~~ 151.1975 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.5650 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By 

Title Director

Date 10-26-2021

Brighton Betsey Ann FPD

Public Safety Agency Name

By 

Title Fire Chief

Date 10-26-21



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Brighton Police Department** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** Brighton: 158.7300 / 154.8300 PL 100.0 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** Jersey Co: 156.2175 / 153.9875 PL 218.1 (State Specific Procedures if radio frequency-identity frequency etc.)

**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.

<u>Jersey County ETSB</u>	<u>Brighton Police Department</u>
9-1-1 Authority Name	Public Safety Agency Name
By <u>[Signature]</u>	By <u>[Signature]</u> 31
Title <u>Director</u>	Title <u>Sergeant</u>
Date <u>10-26-2021</u>	Date <u>11/1/21</u>



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Elsah Police Department** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 156.2175 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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.

<u>Jersey County ETSB</u>	<u>Elsah Police Department</u>
9-1-1 Authority Name	Public Safety Agency Name
By <u>[Signature]</u>	By <u>[Signature]</u>
Title <u>Director</u>	Title <u>Chief</u>
Date <u>10-26-2021</u>	Date <u>11-17-21</u>



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Grafton Police Department** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 156.2175 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identity name, if telephone-identity telephone number)

**Secondary:** 156.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By 

Title Director

Date 10-26-2021

Grafton Police Department

Public Safety Agency Name

By 

Title Sergeant

Date 10-9-21



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Illinois State Police Dist. 18** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** (217) 324-2151 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (217) 324-2152 (State Specific Procedures if radio frequency-identity frequency etc.)

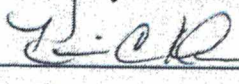
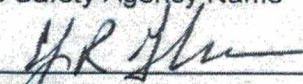
**AID OUTSIDE JURISDICTION BOUNDARIES:**

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.

<u>Jersey County ETSB</u>	<u>Illinois State Police Dist. 18</u>
<u>9-1-1 Authority Name</u>	<u>Public Safety Agency Name</u>
By <u></u>	By <u></u>
Title <u>Director</u>	Title <u>Acting Bureau Chief</u>
Date <u>10-26-2021</u>	Date <u>11/04/21</u>



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Jerseyville Police Department** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** (618) 498-2131 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (618) 498-2141 (State Specific Procedures if radio frequency-identity frequency etc.)

**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.

<u>Jersey County ETSB</u>	<u>Jerseyville Police Department</u>
9-1-1 Authority Name	Public Safety Agency Name
By <u>[Signature]</u>	By <u>[Signature]</u>
Title <u>Director</u>	Title <u>CHIEF OF POLICE</u>
Date <u>10-26-2021</u>	Date <u>11-1-21</u>



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **St. Charles County Emergency Communications** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** (636) 688-2290 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** (636) 949-3000 Opt. 1 (State Specific Procedures if radio frequency-identity frequency etc.)

**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.

<u>Jersey County ETSB</u>	<u>St. Charles County Emergency Communications</u>
9-1-1 Authority Name	Public Safety Agency Name
By <u>[Signature]</u>	By <u>[Signature]</u>
Title <u>Director</u>	Title <u>Director</u>
Date <u>10-26-2021</u>	Date <u>11-2-2021</u>



**PARTICIPATING AGENCY 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 Public Safety Answering Point** ("9-1-1 Authority") and **Jersey County Sheriff's Office** (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

**CALL HANDLING**

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

**Primary:** 156.2175 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

**Secondary:** 155.805 (State Specific Procedures if radio frequency-identity frequency etc.)

**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

9-1-1 Authority Name

By *P. C. R.*

Title Director

Date 10-26-2021

Jersey County Sheriff's Office

Public Safety Agency Name

By *Michelle Runghausen*

Title Sheriff

Date 12-14-2021



**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**

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.

**Type of Agreement/Document**

- Original Agreement  
 Amendment

**2. Parties/Notices:**

**INdigital:**

Communications Venture Corporation (d/b/a INdigital)  
("INdigital")

1616 Directors Row  
Fort Wayne, IN 46808  
Fax: (260) 469-4329  
E-mail: [jtollaksen@indigital.net](mailto:jtollaksen@indigital.net)  
Attention: Jim Tollaksen

**Customer:**

Jersey County ETSB ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")

Address: 201 W Pearl St, Jerseyville, IL 62052

Phone: (217) 479-4616  
E-mail: [pmccarty@jacksonvilleil.com](mailto:pmccarty@jacksonvilleil.com)  
Contact Person: Phil McCarty

**3. Effective Date**

7-21-2020 ("Effective Date").

**4. Software**

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

**5. Territory**

Jersey Co. IL ("Territory").

**6. Permitted Use**

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("Permitted Use").

**7. Installation**

INdigital 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:** [REDACTED] 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**

**Initial Term:** From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

**Renewal Terms:** This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

**12. Exhibits**

- 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

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

Jersey County ETSB

  
 Name: Leah M. Hawk  
 Title: ETSB Chairman  
 Date: 7-21-20

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

  
 Name: Jeff Humbarger  
 Title: CFO  
 Date:



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

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. **DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

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

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

- 1.7. "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 Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 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 Section 11.3 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 Section 11.2 of these Terms.
- 1.17. "Initial Term" has the meaning set forth in Section 9.1 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,

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

- 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.
- 1.21. “**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error 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 Section 9.2 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.
- 1.35. “**Warranty Period**” has the meaning set forth in Section 10.2 of these Terms.
2. **LICENSE.**
- 2.1. **License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital’s rights under any third-party agreements relating to the Software, and conditioned on Customer’s and its Affiliates’ and Representatives’ compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party



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

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. USE RESTRICTIONS.** 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 time-sharing, 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;
  - (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. DELIVERY AND INSTALLATION.** 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



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

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 third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

## 5. CONFIDENTIALITY.

**5.1. Confidential Information.** In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other

confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

**5.2. Exclusions and Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

**5.3. Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (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 Section 5; 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



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

from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

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

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

**5.5. Return; Destruction.** Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these

Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

**6. FEES AND PAYMENT.**

**6.1. License Fees.** In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

**6.2. Additional Fees and Expenses.** In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, 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. Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:



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

(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).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

**8.1. Intellectual Property Ownership.** 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



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

(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. Initial Term.** The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 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. Termination.** 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 Section 9.4(a)(ii) 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



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

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

**10. REPRESENTATIONS AND WARRANTIES.**

**10.1. Mutual Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**10.2. Limited Warranty.** Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of **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).

**10.3. Customer Requirements.** The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

**10.4. Exceptions.** Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

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

**10.5. Remedial Efforts.** If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms,



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

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

- (a) replace any damaged or defective media on which INDigital supplied the Software;
- (b) amend, supplement or replace any incomplete or inaccurate Documentation;
- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**10.6. Sole Remedy.** If INDigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INDigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INDigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.

**10.7. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE 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 ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

**11. INDEMNIFICATION.**

**11.1. INDigital Indemnification.** INDigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INDigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INDigital in writing;
- (d) modification of the Software other than:
  - (i) by INDigital or its authorized contractor in connection with the Agreement (including these



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

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.

**11.2. Customer Indemnification.** Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or

technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

**11.3. Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

**11.4. Mitigation.** 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:



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

(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 OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**12. LIMITATION OF LIABILITY.**

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

OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, 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, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**12.2. CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

**14. FORCE MAJEURE.**

**14.1. No Breach or Default.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the



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

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

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

**15. MISCELLANEOUS.**

**15.1. Further Assurances.** On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

**15.2. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**15.3. Notices.** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 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.

**15.4. Interpretation.** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

**15.5. 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. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or



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

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

**15.8. No Third-Party Beneficiaries.** The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

**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.

**15.10. Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

**15.11. Governing Law; 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. Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

**15.13. Equitable Remedies.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**15.14. Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

**EXHIBIT B**  
**Designated Sites**

Jersey County Sheriff's Office  
114 N Washington St,  
Jerseyville, IL 62052



## EXHIBIT C

### Software / Services Description

#### 1. Database Services –

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Jersey 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 Jersey 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.

**EXHIBIT D**  
**Payments and Fees**

**INdigital Next Gen Core Services Fee's**

Schedule of fees itemized by the features being delivered

Routing Services - [REDACTED]

ALI Database - [REDACTED]

Legacy gateway ports - [REDACTED]

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



INTERGOVERNMENTAL AGREEMENT BETWEEN  
JERSEY COUNTY, ILLINOIS  
&  
JERSEY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

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This Intergovernmental Agreement is made and entered into by and between Jersey County, Illinois (County), and Jersey County Emergency Telephone System Board (E.T.S.B.) effective the date herein provided, as follows:

PREMISES FOR AGREEMENT:

WHEREAS, Jersey County, Illinois is a County organized and operating under the provisions of the Counties Code (55 ILCS 5/1-1001 et seq.);

WHEREAS, the Jersey County Emergency Telephone System Board is a an emergency telephone system board created by Jersey County under the provisions of the Emergency Telephone System Act (50 ILCS 750/0/01 et seq.), which has established an emergency telephone system within Jersey County, Illinois;

WHEREAS, County and E.T.S.B. desire to enter into an agreement pursuant to which County and E.T.S.B. have established a Centralized Consolidated Communications Center (Center) and Public Safety Answering Point (PSAP) to receive all calls for emergency assistance (9-1-1 calls) for all public safety agencies operating in Jersey County, Illinois and to supply dispatching services for the County's public safety agencies as well as the public safety agencies of the County's units of local government whose routine radio communications are handled through the Center;

WHEREAS, Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220) authorize County and E.T.S.B. to enter into agreements between themselves for the exercise, jointly, of any power or authority that either may exercise individually, including the provision of public services; and

NOW, THEREFORE, THE PREMISES CONSIDERED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. It is agreed that County and E.T.S.B., under terms of this Agreement, have established a Centralized Consolidated Communications Center / PSAP (Center) to a) fulfill the requirements and mandates as defined by the Emergency Telephone System Act (50 ILCS 750) and the Illinois Administrative Code as it pertains to Emergency Telephone Systems, and b) to handle routine radio communications, not associated with the routing of 9-1-1 calls for service, for public safety agencies in the County.

Section 2. The County and Sheriff agree that they will provide or maintain current space for the Communications Center / PSAP and 9-1-1 Equipment Room within the Jersey County Sheriff's Office.

On behalf of the County, the Consolidated Communications Center / PSAP and 9-1-1 Equipment Room will be co-managed by the Sheriff and the E.T.S.B. through its Director and his subordinate staff. In accordance with 55 ILCS 5/3-6018 the Center / PSAP and 9-1-1 Equipment Room shall at all times be under care, custody and control (operational management) of the Sheriff, however, access by ETSB employees in the performance of their duties shall not be unreasonably withheld.



Section 3. E.T.S.B. agrees that its employees, in addition to answering 9-1-1 calls and routing said calls through the Center, will also be responsible for routine radio communications for the County and its departments and agencies as well as for public safety agencies of the County's units of local government that use the services of the Center. The County authorizes and delegates to the E.T.S.B. the authority to pursue Intergovernmental Agreements with the county's units of local government whose public safety agencies use the services of the Center for "routine" radio communications. Funding received through intergovernmental agreements with local governmental units in Jersey County for "routine" radio communications shall be deposited in the Jersey County General Fund, or in a specific account maintained by Jersey County.

The E.T.S.B. further agrees that it will provide the following services for the Jersey County Sheriff's Office: Answering the Sheriff's Office administrative telephone lines, LEADS data entry, Records Management System (RMS) data maintenance and providing other administrative services as agreed to by the E.T.S.B.'s Executive Director and Jersey County Sheriff.

It is agreed and understood by the parties that employees of E.T.S.B. are under the direction and control of the E.T.S.B.'s Executive Director for 9-1-1/dispatching related duties and all miscellaneous communications related functions performed for county agencies and units of local government. It is agreed and understood by the parties that the employees of the E.T.S.B. are under the direction and control of the Sheriff when performing all duties pertaining to the operation of the Jersey County Sheriff's Office. It is agreed that all personnel matters involving E.T.S.B. employees relating to duties performed for the Jersey County Sheriff's Office are to be handled by the Executive Director and the Sheriff. Any 9-1-1 specific personnel matter will be handled solely by the E.T.S.B.'s Executive Director. E.T.S.B. policies and applicable collective bargaining agreements will be followed for resolution of any personnel matters.

Section 4. County agrees that it will supply all utility services, including emergency electrical power necessary to operate the Center at all times as required by Part 725.414 Sections (n) and (o) of the Illinois Administrative Code.

Section 5. Pursuant to previous intergovernmental agreements between the parties, the E.T.S.B. transferred ownership of all radio equipment, radio towers and ancillary radio equipment to the County. The County agrees that at its sole expense it will continue to maintain the radio network, necessary equipment to include dispatching hardware and software and radio towers for the purpose of dispatching as described in the previous sections. Said equipment and components of the radio system shall be co-managed by the E.T.S.B. and the Jersey County Sheriff's Office on behalf of the County.

The County further agrees that in the event that the PSAP is moved from the Center, that it will provide the necessary equipment and services to establish and maintain radio communications from the PSAP to all emergency service providers operating in Jersey County.

Section 6. Pursuant to the provisions of the Emergency Telephone System act, the E.T.S.B. will supply and maintain all necessary equipment for the receipt of 9-1-1 calls, determining appropriate public safety agencies and routing said calls to those agencies. The E.T.S.B. will also be responsible for implementing, maintaining and operating any supplemental services, hardware and software associated with the receipt of 9-1-1 calls.

Section 7. County agrees to supply an office within reasonable proximity to the Center for the use of E.T.S.B.'s Executive Director and his administrative staff.



Section 8. The Emergency Telephone System Act prohibits the use of 9-1-1 surcharge monies to pay for any portion of a telecommunicator's duties that are not directly associated with the receipt and routing of 9-1-1 calls. Therefore the parties agree that the County will reimburse the E.T.S.B. for 60% of the staffing expenses incurred by the E.T.S.B. to operate the Center and perform those functions that are not directly associated with the receipt and routing of 9-1-1 calls. The E.T.S.B. will bear the remaining 40% of staffing expenses incurred.

Any monetary settlement required to be paid to an employee based on a complaint arising from the employee's employment will be allocated between the parties. If the parties are unable to agree on allocation, the parties will take the matter to mediation.

Section 9. It is agreed that the E.T.S.B., at its sole expense and with input from the Sheriff, will hire and train the personnel to operate the Center. All new employees will be employed by the E.T.S.B. with the concurrence of the Sheriff.

Section 10. The E.T.S.B. and County, via the County's Insurance Policies, shall have in place general public an errors and omissions liability insurance coverage which will provide insurance coverage against claims which may arise in connection with the activities undertaken pursuant to this Agreement, including the answering of 9-1-1 calls for emergency services and the dispatching of public safety agencies within Jersey County through the Center.

Section 11. Neither party, in entering into this Agreement, is in any manner waiving or relinquishing any immunities or defenses which it may have under the provisions of the Emergency Telephone System Act, the Counties Code, the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.), or any other statute, regulation, or agreement which provides any immunity from or defense against any claim which may arise in whole or in part from the activities associated with this Agreement.

Section 12. If any part of this Agreement be found by a Court of competent jurisdiction to be invalid or unenforceable, that determination shall not invalidate or make unenforceable any of the remaining provisions.

Section 13. If required, this Agreement shall be submitted to the Illinois Commerce Commission, the Federal Communications Commission, or any other agency with jurisdiction or authority over the parties or this Agreement, for review and approval. If any such review or approval results in all or any part of the Agreement being found to be invalid, that finding shall be applicable only to the portion found to be invalid and the remainder of the Agreement shall remain in full force and effect, unless the finding expressly determines that the entire agreement is invalid, in which case it shall be void and of no further effect. At all times that this Agreement is in effect, it will be subject to the authority and any rules and regulations of any state or federal agency with jurisdiction over either of the parties and all applicable laws.

Section 14. This Agreement supersedes the previous agreements between the parties on the same subject and this Agreement that shall remain in effect from its effective date, which will be **January 1, 2019**, until terminated in the manner herein provided, or the expiration of the agreement through the "sunset" provision noted in Section 15.

This agreement may be terminated by either party upon twelve (12) months written and delivered notice to the other party unless termination is necessitated by either party breaching



the Agreement in a manner which jeopardizes, in the reasonable opinion of the non-breaching party, the non-breaching party's ability to provide the services which are to be provided on a joint basis through the center or as the result of a rule, regulation or directive of a state or federal agency with jurisdiction over either of the parties. In the event of termination due to breach of regulatory action, such notice shall be given to the non-terminating party as may be appropriate in the circumstances, but in no event shall it be less than 90 days, unless an earlier termination is ordered by a court of competent jurisdiction or a state or federal agency with jurisdiction over either of the parties after notice and hearing. In the event of termination due to breach, the party alleged to be in breach will be given a reasonable opportunity to cure the alleged breach or to provide satisfactory proof that the party is not in breach under the Agreement. In the event of termination, the parties agree that they will cooperate fully in the transition from operations through the center to any replacement system.

Section 15. This Agreement shall expire on **November 30, 2022** for the purpose of reviewing and examining the terms and divisions of responsibilities between the E.T.S.B. and Jersey County, and provide for any needed adjustments in order to properly serve the public safety needs of the citizens of Jersey County. In order to maintain the continuation of services until a permanent agreement may be enacted, the Jersey County Board and the E.T.S.B. are empowered to adopt "resolutions of continuation" with a maximum effective life of two months in order to provide sufficient time for the respective bodies to conclude a standard operational agreement.

Section 16. During the life of the Intergovernmental Agreement between the E.T.S.B. and Jersey County, either entity shall be entitled to submit a request to re-open the document for adjustment or amendment in order to address conditions or issues arising, but not covered by the language and terms of the Agreement. Either entity seeking to re-open the Agreement shall provide notification in writing to the other entity stating the need to re-open the Agreement and the specific issue to be addressed. Discussions concerning the re-opener request shall be pursued as is practicable through the body or group designated by the respective entities.

Section 17. This Agreement shall be governed by and construed under the law of the State of Illinois.

Section 18. The parties expressly agree that this Agreement and its provisions are for the benefit of the parties in carrying out their respective public responsibilities as units of local government and it shall not be considered or construed to be for the benefit of any third party or to create any right in any third party.

Section 19. Any notice or other communication which is required to be given under this Agreement must be in writing and supplied to the other party by personal delivery, United States Mails, express or overnight delivery, electronic mail or facsimile/tele-copier. If given by personal delivery or express or overnight delivery service, notice is effective on delivery. If given by mail, notice is effective three (3) days following posting in the United States Mails. If by electronic mail or facsimile/tele-copier, notice is effective upon confirmation of receipt by the other party. Each party shall give notice to the other party at the following addresses:



If to County: Jersey County Board  
Attn: Chairman  
200 North Lafayette Street  
Jerseyville, Illinois 62052

If to E.T.S.B.: Jersey County E.T.S.B.  
Attn: Chairman  
201 West Pearl  
Jerseyville, Illinois 62052

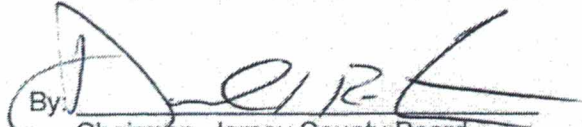
Such addresses may be changed at any time by either party upon written notice to the other party.

Section 20. Each of the parties agrees to adopt whatever enabling ordinances or resolutions which may be required to approve and carry out this Agreement and to authorize the respective officers of County and E.T.S.B. to execute this Agreement on their behalf along with any other documents which may reasonably be required to carry this Agreement into effect.

IN WITNESS WHEREOF, THE PARTIES, BY THEIR DULY AUTHORIZED OFFICERS, HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE.

For Jersey County:

Date: 3/12/2019

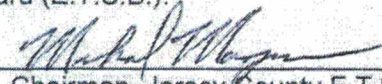
By:   
Chairman, Jersey County Board

Attest:


  
County Clerk

For Jersey County Emergency Telephone System Board (E.T.S.B.):

Date: 3/19/2019

By:   
Chairman, Jersey County E.T.S.B.

Attest:

  
Secretary, Jersey County E.T.S.B.

## APPENDIX A

The Jersey County E.T.S.B. shall be responsible for the maintenance, upgrade or replacement of the following items located in the Center:

- All components associated with the receipt and routing of 9-1-1 calls to include call handling hardware and software and mapping hardware and software
- All computers and monitors for accessing the internet
- All computers and monitors used for accessing CAD / RMS
- Printers connected to any computer used for accessing the internet or for 9-1-1 call handling / mapping
- Audio Loggers used for recording 9-1-1 telephone calls, radio transmissions on all frequencies and all incoming and outgoing administrative telephone calls
- Climate Control within 9-1-1 Equipment Room
- Communication Center Furniture including Chairs, Desks / Consoles, Lockers

The Jersey County Sheriff's Office will be responsible for the maintenance, upgrade or replacement of the following items located in the Center:

- All computers and monitors used for accessing LEADS
- CAD / RMS Software and all associated fees
- LEADS Software and all associated fees
- Printers connected to any computer used for accessing CAD / RMS or LEADS
- Door Controls, Camera and Intercom System
- Communications Center HVAC

The following systems rely on equipment that is under the care, custody and control of the E.T.S.B. AND equipment that is under the care, custody and control of the Jersey County Sheriff's Office, therefore the E.T.S.B. and the Jersey County Sheriff's Office shall co-manage the following systems:

- Sheriff's Office Administrative Telephone System
  - The E.T.S.B. will be responsible for coordinating the installation of administrative telephone hardware on 9-1-1 premise equipment and interfacing the administrative telephone system with the 9-1-1 call handling system
  - To avoid potential incompatibilities the E.T.S.B.'s Executive Director and the Jersey County Sheriff shall coordinate and concur to any physical changes or modifications to the administrative telephone system
  - The programming of the administrative telephone system as it pertains to voicemail, automated attendant, extensions etc. shall be at the discretion of the Jersey County Sheriff
  - The Jersey County Sheriff's Office shall be responsible for the maintenance and replacement of all administrative telephone handsets
- Jersey County Emergency Radio Network
  - The Sheriff's Office shall be responsible for maintaining the licensing of the Jersey County Radio frequencies
  - The Jersey County Sheriff's Office and the E.T.S.B shall be responsible for coordinating maintenance of radio towers and all equipment located at any tower location



APPENDIX A  
(Continued)

- The Jersey County Sheriff's Office and the E.T.S.B., in conjunction with the Jersey County Board's Committee on County Service Offices and Public Safety shall be responsible for managing and recommending upgrades to Jersey County's Emergency Radio Network
- The E.T.S.B. shall be responsible for the selection of dispatching technology, hardware, software and systems / consoles located within the Center used for the routing of 9-1-1 calls and routine radio communications
- The E.T.S.B. will be responsible for upgrading / adding radio frequencies on the dispatch systems located within the Center as needed to ensure communications with Jersey County's Public Safety Agencies and / or for the Direct Dispatching of 9-1-1 Calls for Service
- The E.T.S.B. will be responsible for the integration of dispatch and call handling systems pursuant to NENA Standards

**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.

Accepted and adopted by the West Central Joint ETSB  
On the 15 day of December, 20 21

Rob McMillen by PLO ~~Murt~~ Director  
Chairman of the West Central Joint ETSB

Accepted and adopted by the Jersey County ETSB  
On the 17<sup>th</sup> day of November, 2021

Mark Wagner  
Chairman of the Jersey County ETSB



Feb. 9, 1999

RESOLUTION  
JERSEY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone Act (hereinafter the "Act") Chapter 50, Act 750 Section .01 et seq. of the Illinois Compiled Statutes, as amended; and

WHEREAS, the "Act" mandates the establishment of an Emergency Telephone System Board (ETSB) by the County Board of any County that imposes a surcharge pursuant to 50 ILCS 750/15.3

WHEREAS, the majority of the legal voters voting on the referendum presented to them at the November 3, 1998 General Election voted in favor of the imposition of the \$2.50 per month surcharge per telephone.

WHEREAS, the County Board in Jersey County must now create and establish an Emergency Telephone System Board (ETSB).

IT IS THEREFORE RESOLVED BY THE COUNTY BOARD OF JERSEY COUNTY, ILLINOIS, AS FOLLOWS:

**ARTICLE ONE: TITLE.** This Resolution shall be known as "The Jersey County Emergency Telephone System Board Resolution."

**ARTICLE TWO: ESTABLISHED.** An emergency Telephone System Board of Jersey County, Illinois, is hereby established in accordance with the statute pursuant to Chapter 50, Act 750 Section .01 et seq. of the Illinois Compiled Statutes, as amended, and shall be known as the Jersey County Emergency Telephone System Board ("JCETSB")

**ARTICLE THREE: COMPOSITION, TENURE AND COMPENSATION.**

A. **COMPOSITION.** The JCETSB shall consist of not more than nine (9) members, who shall be appointed by the Chairman of the County Board of Jersey County, Illinois, with the advice and consent of the County Board. Said members of JCETSB may consist of one Jersey County Board Member, a minimum of five (5) members representing 9-1-1 public safety agencies in Jersey County, Illinois (including, but not limited to Police, Fire, Emergency Medical Services Providers (Ambulatory) and Emergency Services and Disaster Agencies) or Elected Officials of Jersey County, and one at-large member, to be appointed on the basis of their ability or experience and shall be representative of both the rural and the urban areas located within Jersey County, Illinois.

B. **TENURE.** The initial term of office for each member shall be as follows: three (3) members to serve for a two (2) year term and three (3) members to serve a three (3) year term. When these initial members are re-appointed or replaced, member will then each serve three (3) year terms. The terms of office will begin on the second Tuesday of January following



their appointment by the Chairperson of the Jersey County Board with the advice and consent of the Jersey County Board.

C. **VACANCIES.** Appointments to fill a vacancy shall be for the remainder of the unexpired terms only. Said appointment to fill vacancies shall be made by the Chairperson of the Jersey County Board with the advice and consent of the Jersey County Board.

D. **COMPENSATION.** All members of the JCETSB shall serve without compensation, but shall be reimbursed for their actual and necessary expenses.

#### **ARTICLE FOUR: ORGANIZATION, BY-LAWS AND MEETINGS.**

A. **OFFICERS.** As soon as practical after its initial appointment and following each biannual appointment of members to full terms, the JCETSB shall organize by the election of a Chairman and such other officers as it deems necessary. Such officers shall hold office for a term of one (1) year and may succeed themselves.

B. **NON-MEMBER SECRETARY.** The JCETSB, should it so elect, may appoint a non-member of the JCETSB to serve as secretary. If the secretary of the JCETSB is a non-member, he shall have no vote.

C. **BY-LAWS.** The JCETSB shall adopt such by-laws governing its procedures and regulating its business as it, from time to time, deems proper and necessary, consistent with Jersey County ordinances and /or State Laws heretofore or hereafter in force and effect. The adoption and amendment of the by- shall be by a majority vote of the members of the JCETSB. Every member of the JCETSB shall be furnished with a copy of the proposed by-laws or amendments at least ten (10) days prior to any action taken thereon by the JCETSB. The JCETSB shall keep written records of its proceedings which shall be open to public inspection.

D. **MEETINGS.** The JCETSB shall prescribe the time and place of the regularly scheduled JCETSB meetings and the manor of which special JCETSB meetings may be called. All meetings shall be open to the public.

**ARTICLE FIVE: POWERS AND DUTIES.** The JCETSB shall have the power and duty to perform the following functions:

A. Planning a "9-1-1" system.

B. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.

C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone system Act (50 ILCS 750/15.3), and from any other source, for Deposit into the Emergency Telephone System Fund.

D. Authorizing all disbursements from the Emergency Telephone System Fund.



E. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the system.

F. Causing all monies received by the JCETSB pursuant to the surcharge to be deposited into a separate interest-bearing Emergency Telephone System Fund Account of which the Treasurer of Jersey County is custodian, causing all interest accrued on the fund to remain in the fund, and to make no expenditures from said fund except by resolution passed by a majority of all members of the JCETSB, which expenditures to be made only to pay for costs associated with following.

1. The design of the Emergency Telephone System.
2. The coding of initial Master Street Address Guide data base and updating maintenance thereof.
3. The repayment of any monies advanced for the implementation of the 9-1-1 system.
4. The charge for Automatic Number Identification and Automatic Location Identification equipment and maintenance, replacement or update thereof.
5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
6. Other products and service necessary for the implementation, upgrade and maintenance of the system and including cost attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.



**ARTICLE SIX. TIME FOR IMPLEMENTATION.** The JCETSB shall complete the data base before implementation of the 911 system. The error ratio of the data base shall not at any time exceed one percent (1%) of the total data base.

**ARTICLE SEVEN. ANNUAL BUDGETS AND REPORTS.** The JCETSB shall annually prepare and submit to the Jersey County Board the following:

- A. An annual budget showing the estimated receipts and intended disbursements pursuant to this Resolution, for the fiscal year immediately following the date the budget is submitted, which date must be September 30<sup>th</sup> of the fiscal year; and
- B. An annual report showing the income and disbursements made pursuant to the Resolution during the fiscal year preceding the date the annual report is submitted, which date must be within 60 days of the close of the fiscal year.

**ARTICLE EIGHT. EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and adoption by the County Board of Jersey County, Illinois.

APPROVED AND ADOPTED THIS 9<sup>TH</sup> DAY OF FEBRUARY, 1999.

  
CHAIRMAN 

Attested:   
JERSEY COUNTY CLERK



**CLERK'S CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF JERSEY } SS

I, LINDA J. CROTCHETT, COUNTY CLERK AND RECORDER  
OF JERSEY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE  
FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
AS THE SAME APPEARS OF RECORD IN CAB. COUNTY BOARD BOOK 0  
DRAWER PAGE 403 OR BOOK PAGE  
OF SAID COUNTY ON FILE IN MY OFFICE

DATE, FEBRUARY 4, 2005

LINDA J. CROTCHETT  
COUNTY CLERK & RECORDER

JERSEY COUNTY, ILLINOIS

