## Montgomery County IL

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



State of Illinois

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

## 911 GENERAL INFORMATION

Type of Change:	Long Form Modification Plan	Short Form Modification Pl	Plan		
Current System Na	ame:	Population Served	Erved Land Area in Sq Mile 30, 104		
Montgomery County	911	30, 104			
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List PSAPs:			Primary	Secondary	
Montgomery County	911, 140 N Main St, Hillsboro, IL 62049		Х		
	PPEAL				
	.,				
	1704				
				_	
	····				
911 System Conta	act: Greg Nimmo		Y-1		
Street Address: 14		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
•	Code: Hillsboro, IL 62049				
Office Telephone:					
Cellular Telephone Email: gregn@montg			•	,	
	7-11-1	, p			
Wireless C	Coverage for Consolidated System:	Please check if applicable:			
	Phase II compliant	NG9-1-1 capable			
% F	Phase I compliant	Receive 9-1-1 Text			
		Receive 9-1-1 Video			

## **VERIFICATION**

, Greg Nimmo	, first being duly sworn upo	n oath, depose and say that
am the Corrdinator	, of Montgomery County 911	; that I have read the
foregoing plan by me subscril	bed and know the contents thereof; t	hat said contents are true in
substance and in fact, except	as to those matters stated upon info	rmation and belief, and as to
those, I believe same to be tru	te.	
	<u></u>	L. Kfur 10/50/17
Subscribed and sworn to befo		
this 30 day of 0 clobe	<u>2r</u>	
Jame J. Vaszi NOTARY PUBLIC, ILLINOIS	OFFICIAL SEA JAMIE L VAZI NOTARY PUBLIC - STATE MY COMMISSION EXPIR	ZI OF ILLINOIS ES:06/27/20

## 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

10/17/17	
(Date)	
911 Coordinator	
(9-1-1 System Provider Company Representative)	•
Consolidated Communications	
(9-1-1 System Provider Company Name)	
121 S 17th St	
(Street Address)	
Mattoon, IL 61938	
(City, State, Zip Code)	
Dear Coordinator :	
This letter is to confirm our intent to modify our 9-1-1 System. Enclosed modification plan to be filed with the Department of the Illinois State Po Thank you for your assistance in this matter.	* * *

Sincerely,

(Name) Gres (, Vinuo (Title) Captain

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 Montgomery County Emergency Telephone System Board is requesting to change it's 9-1-1 System Service Provider (9-1-1 SSP) from Consolidated Communications to INdigital telecom. The system will be provisioned as an Enhanced 9-1-1 System until such time that the Montgomery County ETSB upgrades its call taking equipment and requests to convert to an NG9-1-1 System.

The Enhanced 9-1-1 System will comply with all State and Federal requirements and be compliant with the National Emergency Number Association standards.

The network will be provisioned as an IP based Next Generation network, but will deliver calls as legacy TDM to the Montgomery County PSAP until their call taking equipment is capable of receiving the calls using IP. There will be redundant Legacy Network Gateways (LNGs) and Emergency Services Routing Proxies (ESRPs). One set is located in Mattoon, IL and the other is located in Charleston, IL. Carriers can deliver 9-1-1 calls to the ESRPs or LNGs by using SS7 signaling or by using SIP trunks or IP based signaling. Please see the attached network diagram.

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

INdigital will administer the 9-1-1 database and MSAG for Montgomery County subscribers. INdigital will request TN loads and updates from the carriers prior to the cutover and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion.

INdigital will coordinate the ordering and installation of trunks to the two new LNGs/ESRPs with the carriers that are currently connected to the Consolidated Communications selective router for delivery of 9-1-1 calls to Montgomery County and the delivery of wireless 9-1-1 calls. Traffic will be migrated over by carrier to the new LNGs/ESRPs. The target completion date for the migration is November 28th, 2017.

#### Plan Narrative:

INdigital will mirror current call transfer conditions at the time of conversion but will implement 9-1-1 call transfer with ANI/ALI between neighboring counties of Montgomery County where possible post conversion.
Test calls will be made for each carrier either prior to or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP.
The Enhanced 9-1-1 network is private with no outside access. Any portions of the network that are IP are also private with no outside access. Access is password protected.

## FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ \$ 35,909.00
Projected annual recurring 9-1-1 network costs after modification	\$ \$ 46,578.48
Installation cost of the project	\$ \$ 5,622.48
Anticipated annual revenues	\$ \$ 416,765.00

## FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

#### Narrative:

Indigital will be our primary provider. Montgomery County 911 will operate under the following guidelines in our five year plan.

The FY 2017 agreements that are on file have been signed by all participating agencies within the system for the Montgomery County PSAP. These agreements will remain in effect and will be renewed for FY 2018 as required.

The is an existing system and will not affect the surrounding systems operations. The surrounding systems are: Bond Co, Christian Co, Fayette Co, Macoupin Co, Madison Co, Sangamon Co & Shelby Co

The consolidated system will be paid for in a proportional manor by the involved entities of the Montgomery County ETSB and Sheriff's Office per the intergovernmental agreement as it is now set up since 2010. The dispatch center will consist of the following total personnel: eleven full time telecommunicators and one communications division captain.

The ETSB will pay the following salaries of the consolidated communications center:

- 1-Communications Division Captain (replaces the 911 Coordinator Position)
- 7-Full Time Telecommunicators

The Sheriff's Office will pay the following salaries of the consolidated communications center:

4-Full Time Telecommunicators

The ETSB will have a budget within the sheriff's office budget that is separated from all sheriffs' office line items by department code. Only items used for ETSB business/operations will be paid for out of ETSB funds. The ETSB will be invoiced monthly by the county for all expenditures occurred for the previous months ETSB business according to the attached agreement. The ETSB will remain in full control of ETSB funds because they will have to approve all expenses invoiced prior to any disbursement of ETSB funds to the county for expenses that have been occurred. All budget records will be on file at the Montgomery County Treasurer's Office.

Christian County 911 serves as our backup 911 system.

The Captain will be the primary point of contact for public education and promotion of the 911/ETSB system within Montgomery County to all demographics.

All telecommunciators will be trained to the same level education. The training will include the following: Emergency Medical Dispatch (EMD) Emergency Fire Dispatch (EFD), Emergency Police Dispatch (EPD, C.P.R., L.E.A.D.S.-Full Access, NIMS ICS 700/100/200, National Weather Spotter

Our projected revenues should stay steady as projected via ISP in the amount of \$416,765 annually over the five year period. No known reductions to occur over that period.

## **COMMUNITIES SERVED**

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

#### USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Butler	623 Water St, PO Box 216, Butler, IL 62015
Coalton	PO Box 86, Nokomis, IL 62075
Coffeen	107 Locust St, PO Box 496, Coffeen, IL 62017
Donnellson	407 Jefferson St, PO Box 73, Donnellson, IL 62019
Farmersville	PO Box 265, Farmersville, IL 62533
Fillmore	PO Box 158, Fillmore, IL 62032
Harvel	PO Box 35, Harvel, IL 62538
Hillsboro	447 S Main St, PO Box 556, Hillsboro, IL 62049
Irving	PO Box 308, 110 E State St, Irving, IL 62051
Litchfield	120 E Ryder St, Litchfield, IL 62056
Nokomis	22 S Cedar St, Nokomis, IL 62075
Ohlman	PO Box 43, Ohlman, IL 62076
Panama	PO Box 816, Panama, IL 62077
Raymond	PO Box 87, Raymond, IL 62560
Schram City	510 22nd St, Hillsboro, IL 62049
Taylor Springs	626 E Main St, PO Box 160, Taylor Springs, IL 62089
Waggoner	150 W Main St, PO Box 13, Waggoner, IL 62572
Walshville	3005 Schoeny Tr, Walshville, IL 62091
Wenonah	222 Montgomery Av, Nokomis, IL 62075
Witt	PO Box 374, Witt, IL 62094

### PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Farmersville/Waggoner Amb	301 S Cleveland St, Farmersville, IL 62533	(217) 227-4441	х		
Hillsboro Amb	1140 School St, Hillsboro, IL 62049	(217) 532-2213	Х		
Nokomis Amb	10 Brandon Ln, Nokomis, IL 62075	(217) 563-7673	Х		
Raymond/Harvel Amb	310 W Broad St, Raymond, IL 62560	(217) 229-3543	X		
Montgomery County EMA	120 N Main St, Hillsboro, IL 62049	(217) 532-9560	Х		
Coffeen Fire	PO Box 367, Coffeen, IL 62017	(217) 534-2410	Х		
Farmersville/Waggoner Fire	504 Nobbie St, Farmersville, IL 62533	(217) 227-4441	Х		
Fillmore Fire	PO Box 32, Fillmore, IL 62032	(217) 538-2519	Х		
Hillsboro Fire	101 S Broad St, Hillsboro, IL 62049	(217) 532-6129		Х	
Litchfield Fire & Amb	201 E Edwards St, Litchfield, IL 62056	(217) 324-8171	X		
Nokomis Fire	22 S Cedar St, Nokomis, IL 62075	(217) 563-7206	X		
Raymond Fire	PO Box 134, Raymond, IL 62560	(217) 229-3168	x		<del></del>
Shoal Creek Fire	PO Box 36 Sorento, IL 62086	(217) 537-3341	х	<b></b>	
Taylor Springs Fire	PO Box 268, Taylor Springs, IL 62089	(217) 532-3623	×		
Witt Fire	PO Box 237, Witt, IL 62094	(217) 594-7220	×	<del></del>	
Montgomery County Sheriff	140 N Main St, Hillsboro, IL 62049	(217) 532-9511	×		
ISP 18	102 Illinois Route 16, Litchfield, IL 62056	(217) 324-2184		Х	
Coffeen Police Dept	107 Locust St, Coffeen, IL	(217) 532-6120	х		
Donnellson Police Dept	407 Jeffferson St, Donnellson, IL 62019	(217) 537-3114	Х		
Farmersville Police Dept	504 Nobbie St, Farmersville, IL 62533	(217) 227-4441	Х		····
Fillmore Police Dept	PO Box 158, Fillmore, IL 62032	(217) 538-2641	X		
Harvel Police Dept	PO Box 35, Harvel, IL 62538	(217) 481-5197	Х		
Hillbsboro Police Dept	PO Box 542, Hillsboro, IL 62049	(217) 532-6120		х	
Irving Police Dept	11 E State St, Irving, IL 62051	(217) 533-4601	Х		•••••
Litchfield Police Dept	120 E Ryder St, Litchfield, IL 62056	(217) 324-5991	х		

## PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Nokomis Police Dept	22 Cedar St, Nokomis, IL 62075	(217) 563-2141	Х		
Raymond Police Dept	PO Box 87, Raymond, IL 62560	(217) 229-4505	х		
Taylor Springs Police Dept	626 E Main St, Taylor Springs, IL 62089	(217) 532-3354	Х		
Witt Police Dept	PO Box 374, Witt, IL 62094	(217) 594-2814	Х		
		,,,,,			
	201 E Edwards St, Litchfield, IL 62056				
	201 E Edwards St, ERCHHeid, IL 02030	(217) 563-7206	Х		
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## ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Bond County 911	200 W College St, Greenville, IL 62246	(618) 664-1911
Christian County 911	301 W Franklin St, Taylorville, IL 62568	(217) 287-7911
Macoupin County 911	PO Box 446, Carlinville, IL 62626	(217) 854-5459
Madison County 911	157 N Main St, Sulte 153, Edwardsville, IL 62025	(618) 296-5911
Sangamon Co 911	1 Sheriff's Plaza, Springfield, IL 62701	(217) 753-6839
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## **CARRIER LISTING**

(Wireline, Wireless, VoIP)

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

#### (USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Consolidated	121 S 17th St, Mattoon, IL 61938	(888) 376-4133
New Wave	6518 Meadowrdige Rd, Suite 100, Elkridge, MD 21075	(866) 863-9928
Indigital	1616 Directors Row, Fort Wayne, IN 46808	(260) 469-2143
AT&T	208 S Akard St, Dallas, TX 75020	(800) 635-6840
Verizon	140 W W St, New York, NY 10007	(800) 451-5242
Sprint	6200 Sprint Pkwy, Overlan PArk, KS 66251	(888) 877-7330
T Mobile	12920 SE 38th St, Bellevue, WA 98006	(866) 537-0911
JS Cell	8410 W Bryn Mawr Ave, Chicago, IL 60631	(773) 355-3356
Frontier	401 Merritt 7, Norwalk, CT 06851	(877) 245-3511
4444		
		***************************************

#### **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.

# CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)
, for the purpose of effective handling and routing of 9-1-1 Emergency calls.
CALL HANDLING
(9-1-1 System Name) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:
Primary: (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)
Secondary: (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)
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 non- emergency nature shall be referred to your agency's published telephone number.
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.
It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received.
All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.
Public Safety Agency
Fille

#### **TEST PLAN DESCRIPTION**

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

All carriers will make test calls the day of the cut over to the PSAP to confirm that all of their subscribers are able to make complete calls to the proper PSAP with correct ANI/ALI. The wire line

carriers will make test calls from each exchange to make sure alls are routing to the correct PSAP with correct ANI/ALI. The wireless and VOIP provider providers will also make test calls and complete correctly as Phase II with ANI/ALI and Lat/Long. All carriers have a back out plan if they run into trouble.

Tan into double.

Test calls will be made to confirm the overflow, back-up and failover work effectively and properly.

2) List wireline exchanges to be tested.

Consolidated, Frontier, New Wave

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

AT&T, Verizon, New Wave, Sprint, T-Moblie, US Cell

#### RESOLUTION 92- 3

WHEREAS, there having been previously submitted to the voters of Montgomery County, Illinois by referendum vote conducted on the November 5, 1991, General Election the question of whether a surcharge should be imposed upon all telephone subscribers within said County for the purpose of installing a 9-1-1 Emergency Telephone System; and

WHEREAS the majority of votes cast upon the public question at said election were in favor thereof.

NOW THEREFORE, be it hereby resolved that the telecommunications carriers for the residents of Montgomery County are hereby authorized to collect from their subscribers the 9-I-I Emergency Telephone System surcharge, pursuant to law.

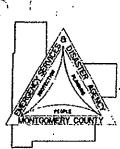
APPROVED and ADOPTED THIS 14th DAY OF JANUARY, 1992.

MICHAEL P. HAMROCK, CHAIRMAN

Montgomery County Board

CLINTON KIMBRØ

Montgomery County Clerk



## **Montgomery County Emergency Services** And Disaster Agency

217-532-9560 217-532-9561 217-532-9562

Montgomery County Court House Hillsboro, Illinois 82049

Clister Kimbro CLERK

January 15, 1992

Enclosed please find Resolution #92-3 authorizing collection of the E911 surcharge for Montgomery County subscribers,

As I understand the procedure, your utility and the others serving the County will now send a list of subscribers to be included or excluded by the 911 Board before collection of the surcharge will begin.

Until further notice please address 911 correspondence to this office. Thank you for your cooperation,

Yours truly,

Dale L. Traylor, Coordinator

DLT/dt

Clinton: Sent this to

Hamrock John Spinner Di

#### **ENHANCED 9-1-1 SERVICES AGREEMENT**

This Enhanced 9-1-1 Services Agreement (the "Agreement") is entered into this  $21^{\frac{41}{12}}$  day of 50 and between Communications Venture Corporation d/b/a INdigital telecom, an Indiana corporation ("INdigital") and Montgomery County Illinois 9-1-1 acting by and through Montgomery County 9-1-1 with authority as designated. INdigital and Montgomery County 9-1-1 may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Montgomery County 9-1-1 manages and operates the County wide enhanced emergency telephone system within Montgomery County in the State of Illinois; and

WHEREAS, INdigital is a certificated telecommunications company operating within the State of Illinois which is in the business of providing enhanced 9-1-1 services within the State of Illinois in support of local units of government which manage and operate emergency telephone systems; and

WHEREAS, Montgomery County 9-1-1 desires to purchase enhanced 9-1-1 services to operate its enhanced emergency telephone systems and use the services of INdigital in support of operation of its emergency telephone system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Definitions.** The following terms, when used herein, shall have the following meanings:
- 1.01. "Acceptance Date" is defined as the date on which Enhanced 9-1-1 services are deemed accepted by Montgomery County 9-1-1 as provided in Section 3.02 of this Agreement.

- 1.02. "Deficiency Notice" is defined as the notice from Montgomery County 9-1-1 to INdigital that a defect or deficiency with the Equipment exists as provided for under Section 4 of this Agreement.
- 1.03. "Enhanced 9-1-1 Service" is defined as a specialized telephone system which includes network switching; data base services and Public Safety Answering Point ("PSAP") premise elements capable of providing automatic location identification data, including the presentation of a call back number from the call originator, selective routing, selective transfer, fixed transfer.
- 1.04. "Equipment" is defined as the equipment and software used to answer Enhanced 9-1-1 calls.
- 1.05. "Facility" is defined as the Montgomery County 9-1-1's facilities located at 140 N. Main Street, Hillsboro IL 62049 and other locations as determined by Montgomery County 9-1-1.
- 1.06. "Installation Notice" is defined as the notice from INdigital to Montgomery County 9-1-1 as provided in Section 3.02 of this Agreement.
- 1.07. "Master Street Address Guide" or "MSAG" is the address information provide for under Section 5.01 of this Agreement.
- 1.08. "Payment Address" is defined as INdigital Telecom, 1616 Directors Row, Fort Wayne, IN 46808 or such other address as INdigital shall designate in writing from time to time.
- 1.09. "Primary PSAP" is defined as the location to which an enhanced 9-1-1 emergency call will first be selectively routed.
- 1.10. "Backup PSAP" is defined as a public safety answering point that serves as an alternate to the Primary PSAP and is at a different location and operates independently from the Primary PSAP. A backup PSAP may accept overflow calls from the PSAP or be activated in the event that the PSAP is disabled.

- 1.11. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by Montgomery County 9-1-1 and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operations policy.
  - 1.12. "Purchase Price" is as defined in Section 4.03 of this Agreement.
- 1.13. "Secondary PSAP" is defined as a location to which an enhanced 9-1-1 emergency call will be routed upon transfer by a Primary PSAP and is capable of receiving voice, data, and call back number for the transferred call.
- 1.14. "Schedule" is defined as the schedule contained on the attached **Exhibit B**.
- 1.15 "Service Commencement Date" is as defined as the date on which INdigital notifies Montgomery County 9-1-1 that the Services provided for under Section 4 of this Agreement are available for use by Montgomery County 9-1-1.
- 1.16. "Services" are defined as the Enhanced 9-1-1 Services provided by INdigital as defined in Section 4.01 of this Agreement.
- 1.17. "Term" is as defined in Section 2.01 of this Agreement and includes any renewal terms.
  - 1.18. "Termination Charges" is as defined in Section 2.02 of this Agreement.

#### 2. <u>Term; Early Termination; Payment Terms</u>.

2.01. **Term; Renewals.** The term of this Agreement shall be for a period of **5** years commencing on the first anniversary of the Service Commencement Date hereof and terminating on the **fifth** anniversary of the Service Commencement Date (the "Term"). The Term of this Agreement shall automatically renew for additional periods of one (x) year unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior the then current term.

- 2.02. Early Termination by Montgomery County 9-1-1. This Agreement may be terminated during the Term by Montgomery County 9-1-1, without cause, upon not less than ninety (90) days written notice to INdigital; provided, however, the Montgomery County 9-1-1 shall be liable to INdigital for the following Termination Charges:
  - (i) Any other charges owed INdigital hereunder accruing prior to the effective date of termination;

INdigital shall invoice Montgomery County 9-1-1 for any Termination Charges, which shall be due and payable within thirty (30) days after invoice.

- If the Federal Communications 2.03. Regulatory Requirements. Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then the Parties shall attempt to mutually agree on a modification and amendment of this Agreement in such a way as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement, or if the entire Agreement is impacted in such a way as to make continuation impossible, either Party may terminate the Agreement with no further obligation or liability hereunder, and Montgomery County 9-1-1 shall not be liable for any Early Termination Charges hereunder, except any outstanding amounts for services provided by INdigital prior to the effective date of termination.
- 2.04. **Termination for Cause**. In the event of a breach of any material term or condition of this Agreement by a Party, the non-breaching Party may terminate this Agreement upon thirty (30) days written notice, unless the breaching Party

cures the breach during the thirty (30) day period. In the event INdigital terminates this Agreement as a result of an uncured breach by Montgomery County 9-1-1, Montgomery County 9-1-1 shall be liable to INdigital for the Early Termination Charges provided for under Section 2.02 of this Agreement.

2.05. <u>Payment Terms.</u> INdigital shall invoice the Illinois State Police 9-1-1 Program office for all Enhanced 9-1-1 call delivery and database service amounts due and owing INdigital under this Agreement. Unless otherwise provided in this Agreement, all invoiced amounts shall be due and payable within thirty (30) days after the date of invoice. All payments shall be made to INdigital at the Payment Address.

#### 3. Equipment Purchase.

Not applicable.

#### 4. Enhanced 9-1-1 Services.

4.01. **Enhanced 9-1-1 Services.** During the Term, INdigital will provide the County with the Services to the County's Primary PSAP and Backup PSAP as more particularly described herein. INdigital will route the County's incoming 9-1-1 calls via dedicated-direct facilities to a PSAP, using a secondary network of private telephone facilities and the Equipment. The County's 9-1-1 call takers shall be able to transfer calls from the Primary PSAP to the proper agency (police, fire, etc.) or to a Secondary PSAP as needed to provide a response to the caller. INdigital shall automatically monitor all components of the enhanced 9-1-1 network with failures resulting in the generation of a trouble report. Surveillance and maintenance efforts by INdigital will include the tracking, identification, and notification of any automatically detected problem within one (1) hour of their occurrence. For all other

network failures not related to an automatic Surveillance incident, INdigital will respond with a resolution to any County initiated trouble report within four (4) hours. The Services shall include the following features:

- (i) <u>Selective Routing (SR) and Selective Routing Database (SRdB).</u> Selective Routing and the underlying Selective Routing Database provide for the routing of each 9-1-1 call to the primary PSAP serving the calling telephone's geographic location. Selective Routing service is required to match local governmental boundaries, and accommodates the nonconformity between telephone company rate center boundaries and the civil boundaries established by municipalities. This feature is provided by INdigital's network, and provides a data management system, the SRDB, to provide the capability for storing, updating, and retrieving the list of telephone numbers and the Emergency Service Number (ESN) representing the correct PSAP serving that particular telephone subscriber.
- (ii) (ANI) Automatic Number Identification. The ANI feature forwards the calling telephone number of the 9-1-1 caller to the PSAP, where it is displayed at the answering position.
- (iii) (ALI) Automatic Location Identification. The ALI feature provides a display at the PSAP which includes the data associated with the service address of the calling telephone number. This includes a hardware/software link to software used by the County for Computer Aided Dispatch ("CAD") that identifies the police, fire and ambulance jurisdictions corresponding to the location address. ALI information is automatically transferred from the call taking workstation and presented via a computer interface to the CAD system used by the County.
- (iv) <u>Default Routing</u>. Default Routing is used only when a 9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits, or other error that may bypass or result from impairment of the selective routing process. In

these instances, the call is routed to a default PSAP via a method and to a destination predetermined by Montgomery County 9-1-1.

- (v) <u>Emergency Routing and/or Alternative Service Routing</u>. These features provide for the controlled rerouting of 9-1-1 calls to an alternate PSAP designated by the County if service to a particular PSAP is disrupted or the PSAP is closed for other reasons. In addition, INdigital's selective routing network can be controlled by the County, or, with the proper authorization, other counties that have an inter-local agreement with the County.
- (vi) <u>Call Transfer.</u> Call Transfer allows an established 9-1-1 call to be transferred to another PSAP or desired destination. Call Transfer permits a simultaneous three-way connection between the calling party, the transferring party, and the other PSAP or desired destination party. All transfers between PSAP's will include ANI and ALI information to the extent that 9-1-1 provider serving the destination PSAP permits such transfers to occur. Three types of Call Transfer are available:
  - 1. <u>Fixed Transfer</u> transfers to another PSAP or desired destination by pushing preset button on the PSAP terminal equipment.
  - 2. <u>Manual Transfer</u> transfers to another PSAP or desired destination by dialing the PSAP or desired destination's telephone number.
  - 3. <u>Automatic Transfer</u> In the event calls are unanswered at a specific PSAP or desired destination within a designated time period, INdigital will provide automatic re-routing of 9-1-1 calls to a pre-designated call taking location to ensure service.
- (vii) <u>ALI Lookup.</u> The Wireline ALI Lookup feature permits the PSAP attendant to obtain the location information for callers located within the jurisdiction boundaries of the County by entering the telephone number of the workstation keyboard in the absence of such location information on a 9-1-1 call.

(viii) ALI Data Base Maintenance and Error Correction. INdigital will update customer service information contained in the ALI records that make up the database for Montgomery County 9-1-1 on a daily basis, and will provide notification of errors to the appropriate entities within 24 hours for corrective action. In addition to these provisions, INdigital will make a web browser based ALI records management interface available to the County. INdigital will provide initial training to a minimum of 2 persons designated by the County on the use of this database administration system. This system can be used by the County to make changes to the Master Street Address Guide serving the Montgomery County 9-1-1 system in real time.

#### 4.02. Grade of Service.

- (i) The enhanced 9-1-1 system will be designed to provide an industry standard P.01 grade of service. The definition of this measurement metric will result in an average of one (1) busy out of one hundred (100) attempts to reach the primary PSAP. INdigital will provide traffic reports to the County to establish this measurement metric, and to the extent that additional facilities are required, INdigital will advise the County of the remedial or supplementary action that is needed, which remedial or supplementary action shall be at the County's cost and expense and billed to the Illinois State Police 9-1-1 Program Office.
- (ii) INdigital will provide an initial response to an ALI request launched by the County within two (2) seconds or less on all calls, and within 20 seconds or less on certain wireless calls. INdigital will provide traffic reports to the County to establish this measurement metric, and to the extent that additional facilities are required, INdigital will advise the County of the remedial or supplementary action that is needed, which remedial or supplementary action shall be at the County's cost and expense and billed to the Illinois State Police 9-1-1 Program Office.

- (iii) In addition, INdigital will provide such training to County personnel as INdigital deems reasonable on the use of the ALI update (a/k/a/ rebid) service features of the CPE used by the County for wireless 9-1-1 service.
- 4.03. Monthly Recurring Charges. The County shall pay INdigital an MRC of Three Thousand Seven Hundred Fifty-six Dollars and Seventy-four Cents (\$3.756.74) for the Services. INdigital shall invoice the Illinois State Police 9-1-1 Program Office monthly in advance for the MRC. The MRC is based on the network configuration described in the attached **Exhibit B** and the following factors:
  - (i) The number of PSAP workstations required, and the quantity of voice trunks needed to obtain a suitable P.01 grade of service;
  - (ii) The number and type of standard and optional features requested;
  - (iii) The quantity and types of record storage provided by INdigital;
  - (iv) The quantity and type of Automatic Location Information (ALI) records stored by INdigital;
  - (v) The quantity and type of database providers made available to the County for ALI data query; and
  - (vi) The quantity and types of other data services provided by INdigital to the County.

In the event the Equipment configuration, network configuration and/or the foregoing factors change from the configuration provided for under this Agreement, INdigital reserves the right to adjust the MRC to reflect its reasonable costs of such changes (including overhead and profit margin) upon not less than thirty (30) days' notice to the County and the Illinois State Police 9-1-1 Program Office. The County shall have thirty (30) days after receipt of notice to dispute in writing an adjustment in the MRC or it shall be deemed accepted by the County. If the County disputes the adjustment of the MRC within thirty (30) days, the parties shall attempt to

resolve such dispute through informal means at the executive management level. If the parties cannot resolve the dispute informally within thirty (30) days after the dispute notice is received by INdigital, the County shall have thirty (30) days to request in writing that the disputed adjustment be submitted to binding arbitration or the adjustment shall be deemed accepted. If the County timely demands arbitration, the dispute shall be arbitrated in according with the arbitration provision of this Agreement.

- 4.04. <u>Third Party Service Charges</u>. Unless specifically listed on <u>Exhibit C</u>, the MRC does not include the cost of services which may be charged by any other telephone utility which may provide enhanced 9-1-1 data, information, services or facilities to the County.
- 4.06. Modification of Services. Additional services, service modifications, and deletions of service elements that comprise the Enhanced 9-1-1 Services will not be made except upon the prior written approval of the County's 9-1-1 director or authorized designee and INdigital. The County's 9-1-1 director is that person assigned by the County from time to time to oversee the functions of 9-1-1 call taking and dispatch operations. This person also acts as INdigital's point of contact during implementation of the Equipment and Services. The cost of additions, modifications, and deletions to the Enhanced 9-1-1- Services provided by INdigital will be billed to the Illinois State Police 9-1-1 Program Office and be formalized by an addendum or modification of this Agreement.

#### 5. County Responsibilities.

5.01 <u>Master Street Address Guide.</u> Within ten (10) days after the Effective Date, the County shall provide INdigital with the location of PSAPs within Montgomery County and furnish to INdigital a usable description of the geographic area covered by each PSAP. Such description shall include street names, street

addresses, and number ranges and/or such other information as may be mutually agreed to by INdigital and the County. The delineation and format of this information shall be as mutually agreed upon by the parties. This information shall collectively be known as the Master Street Address Guide or MSAG. The ongoing updates to the description of such MSAG geographic areas, and the updating of such information, shall be the County's sole responsibility. Montgomery County 9-1-1 further agrees to furnish to INdigital, from time to time, any updated geographic information necessary to the provisioning of enhanced 9-1-1 services. INdigital agrees to complete geographic information updates within ten (10) business days from the date INdigital's database administrator receives written notification from the County's authorized contact. In the event the magnitude of the update precludes INdigital from completing work within ten (10) days, INdigital will contact the County to establish an acceptable due date.

5.02. Suitability of Environmental Space for 9-1-1 Equipment. The County, at its sole cost and expense, shall be responsible for the condition of any of the County's PSAP site's electrical bonding and grounding must meet standard electrical codes, and compliance with such condition will be inspected by INdigital, who will issue a report of their findings. INdigital will assist in the assessment of the PSAP's bonding and grounding where remedial action is indicated. The condition of a PSAP sites' environmental controls for temperature and humidity shall also be the responsibility of the County and shall be within the specifications set out by the manufacturer of the equipment used by INdigital. INdigital will assist in the assessment of the PSAP's environmental controls where remedial action is indicated.

5.03. Suitability of Network Connectivity Provided by Third Parties. The County's enhanced 9-1-1 network may upon mutual agreement of the parties utilize certain connectivity arrangements that are not explicitly provided by INdigital. Where and as necessary, INdigital will assist these third parties in the proper configuration of these connectivity arrangements. If the use of any third party connection arrangements would result in impairments to the quality and/or

reliability of the Services, INdigital reserves the right to correct these deficiencies at the County's sole cost and expense through the provisioning of substitute network elements until the deficiencies are mitigated.

5.04. **Unauthorized Use of Service**. It is understood and agreed by the Parties that the furnishing of ANI and ALI information pertaining to incoming 9-1-1 calls is to be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency, and such use shall conform to applicable state statutes. Misuse of the ANI or ALI information by a PSAP may, at the discretion of INdigital, result in the suspension of Enhanced 9-1-1 Services until such time that conforming use can be reestablished.

#### 6. Warranties; Disclaimer.

- 6.01. Warranties. INdigital represents and warrants to Montgomery County 9-1-1 that it has the right to provide the Services specified herein and has the right, power and authority to enter into and perform its obligations under this Agreement. INdigital represents and warrants that the Services are in compliance with all applicable federal, state and local laws, rules and regulations and administrative and regulatory requirements, and INdigital shall be responsible for obtaining and maintaining all approvals, registrations and certifications required by such authorities. INdigital represents and warrants that the Services shall not infringe the copyright, patent, trademark or other intellectual property right of a third party. INdigital represents and warrants that the equipment and services which it provides pursuant to this Agreement will perform as represented.
- 6.02. <u>Disclaimer of Warranties</u>. OTHER THAN THE WARRANTIES SET FORTH HEREIN, INDIGITAL MAKES NO WARRANTY TO MONTGOMERY COUNTY 9-1-1 OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY,

COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY INDIGITAL ARE HEREBY EXCLUDED AND DISCLAIMED. INDIGITAL MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO INFORMATION, DATA, OR FACILITIES PROVIDED BY ANY OTHER TELEPHONE UTILITY WHICH MAY ALSO PROVIDE ENHANCED 9-1-1 SERVICES TO MONTGOMERY COUNTY 9-1-1. FOR PURPOSES OF THIS SECTION, THE TERM "INDIGITAL" SHALL BE DEEMED TO INCLUDE INDIGITAL, ITS OFFICERS, AGENTS AND EMPLOYEES.

#### 7. <u>Limitation of Liability: Indemnification.</u>

#### 7.01. Limitation of Liabilities; Indemnification.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL (i) INDIGITAL BE LIABLE TO MONTGOMERY COUNTY 9-1-1 OR ANY THIRD PARTY IN ANY RESPECT FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF INDIGITAL HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. MONTGOMERY COUNTY 9-1-1 AGREES THAT INDIGITAL'S TOTAL LIABILITY TO MONTGOMERY COUNTY 9-1-1 OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO CONTRACT LIABILITY OR INDIGITAL'S NEGLIGENCE, ERRORS, OMMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID TO INDIGITAL HEREUNDER. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS LIMITING INDIGITAL'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ATTRIBUTABLE TO INDIGITAL, ITS EMPLOYEES, AGENTS OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.

- (ii) The Services and equipment provided hereunder by INdigital is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person or entity other than Montgomery County 9-1-1.
- 7.02. **Indemnification.** INdigital shall defend and hold Montgomery County 9-1-1 harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of Montgomery County 9-1-1 to the extent caused by the negligence or intentional acts or omissions of INdigital, its officers, employees, agents or consultants.

#### 8. <u>General Provisions.</u>

- 8.01. <u>Independent Contractor</u>. The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 8.02. **Force Majeure.** Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, terrorism, vandalism, storms or other similar catastrophes, national emergencies, insurrections, riots or wars.
- 8.03. <u>Waivers</u>. Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.
- 8.04. **Survival.** The indemnifications, covenants and agreements of the Parties contained in this Agreement, including, but not limited to Montgomery County 9-1-1's obligations to ensure that the Illinois State Police 9-1-1 Program

Office pays all amounts due hereunder, shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

- 8.05. **Confidentiality.** (i) Each Party agrees that all information furnished to it by the other Party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the disclosing Party and shall remain the sole and exclusive property of the disclosing Party.
- (ii) The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information: (i) which is or becomes public knowledge through no fault of the receiving Party; (ii) which is in the lawful possession of the receiving Party prior to disclosure to it by the disclosing Party (as confirmed by the receiving Party's records); (iii) which is disclosed to the receiving Party without restriction on disclosure by a person who has the lawful right to disclose the information; or (iv) which is disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving Party is requested or legally compelled by a governmental agency or court of competent jurisdiction to disclose any Proprietary Information of the disclosing Party, the receiving Party shall give notice to the disclosing Party so that the disclosing party may immediately attempt to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued and narrowing as much as possible the request.
- (iii) Any obligations of the Partles relating to confidentiality shall survive termination of this Agreement.
- 8.06. **Entire Agreement.** This Agreement and all Exhibits, Schedules and other attachments incorporated herein, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior

agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement, whether written or

oral.

8.07. **Construction.** The language used in this Agreement is deemed the

language chosen by the Parties to express their mutual intent. No rule of strict

construction shall be applied against either Party.

8.08. **Assignment.** Neither Party shall assign any right or obligation under

this Agreement without the other Party's written consent, which consent shall not

be unreasonably withheld. Any attempted assignment shall be void, except that

either party may assign moneys due or to become due it, provided that (a) the

assigning party gives the other party at least thirty (30) days prior written notice of

such assignment, and (b) such assignment does not impose upon the other party

obligations to the assignees other than the payment of such moneys.

Notwithstanding the foregoing, INdigital may assign this Agreement, in whole or in

part, to any of its affiliates. Upon such assignment and assumption of liability

thereto by the assignee, the assignor shall be discharged of any liability under this

Agreement. Without limiting the generality of the foregoing, this Agreement shall

be binding upon and shall inure to the benefit of the parties' respective successors

and assigns.

8.09. Notices. All notices, including but not limited to, demands, requests

and other communications required or permitted hereunder (not including Invoices)

shall be in writing and shall be deemed to be delivered when actually received,

whether upon personal delivery or if sent by facsimile, or overnight delivery and

shall be deemed delivered three days after mailing if mailed by regular mail. All

notices shall be addressed as follows, or to such other address as each of the Parties

may notify the other.

If to INdigital:

INdigital Telecom

Attn: Contract Administration

1616 Directors Row Fort Wayne, IN 46808 FAX: 260 - 469 - 4329

If to the Montgomery County 9-1-1:

Montgomery County 9-1-1

140 N. Main St.

Hillsboro, IL 62049

- 8.10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.
- 8.11. Compliance with Laws. During the term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to this Agreement and to their respective businesses. Further, each Party shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communications Commission, a state Public Utilities or Service Commission, or any other governmental body or agency having jurisdiction over its business, provided however, that INdigital shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Federal Communication Commission, a state Public Utilities or Service Commission, or any other governmental body or agency for the Services under this Agreement. Upon request, a Party will supply copies of such permits, certifications, authorizations, licenses and similar documentation. This Agreement is subject to all terms and conditions of INdigital or other relevant tariffs or other rules and regulations of the State of Illinois, and all applicable federal and state and local laws.

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- 8.12. <u>Third Party Beneficiaries.</u> The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of INdigital and Montgomery County 9-1-1, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including end-users.
- 9.13. **Amendments.** Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an authorized officer of INdigital and an authorized officer of Montgomery County 9-1-1.
- 9.14. **Severability.** The illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision or portion hereof. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.
- 9.15. **Adequate Counsel.** By its signature below, each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by their respective counsel and that each Party has been advised as to its legal rights, duties and obligations under this Agreement.
- 9.16. **Mediation** All claims and disputes arising out of the Agreement shall be decided utilizing a mediator selected by agreement of the parties from a list of individuals supplied by the Montgomery County 9-1-1 Common Pleas Court and qualified under the Illinois Rules of Alternative Dispute Resolution. The parties hereto agree that time is of the essence hereunder and, as such, they agree to schedule a mediation upon the first available date, with the intent being to obtain a final resolution to any dispute as quickly as possible. If the parties hereto are unable to reach a resolution of the dispute through mediation, then all claims or disputes may be pursued in an appropriate court of competent jurisdiction.

- 9.17. Annual Availability of Funding In the event that Montgomery County 9-1-1 is not able to obtain funding, after affirmatively requesting such funding, for any sums due INdigital in accordance with this Agreement, Montgomery County 9-1-1 may terminate this Agreement on thirty (30) days written notice to INdigital. In such event, Montgomery County 9-1-1 agrees that it shall reimburse INdigital for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total sum otherwise payable by Montgomery County 9-1-1 under this Agreement. INdigital and Montgomery County 9-1-1 understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.
- 9.18. Governing Law: Exclusive Jurisdiction: Exclusive Venue This Agreement is entered into in Iilinois and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and the law of conflicts) of the State of Illinois. Courts of competent authority located in Montgomery County, Illinois shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

IN WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement on the date first above written.

**Montgomery County 9-1-1** 

Acting by and through its

By

**Emergency Telephone System Board** 

**Communication Venture** Corporation

d/b/a INdigital Telecom

## **Schedule of Exhibits:**

Exhibit A - Schedule of Events

Exhibit B - Proposed Network Configuration

Exhibit C - Price List

## Exhibit A

Schedule of Events

Contract signing

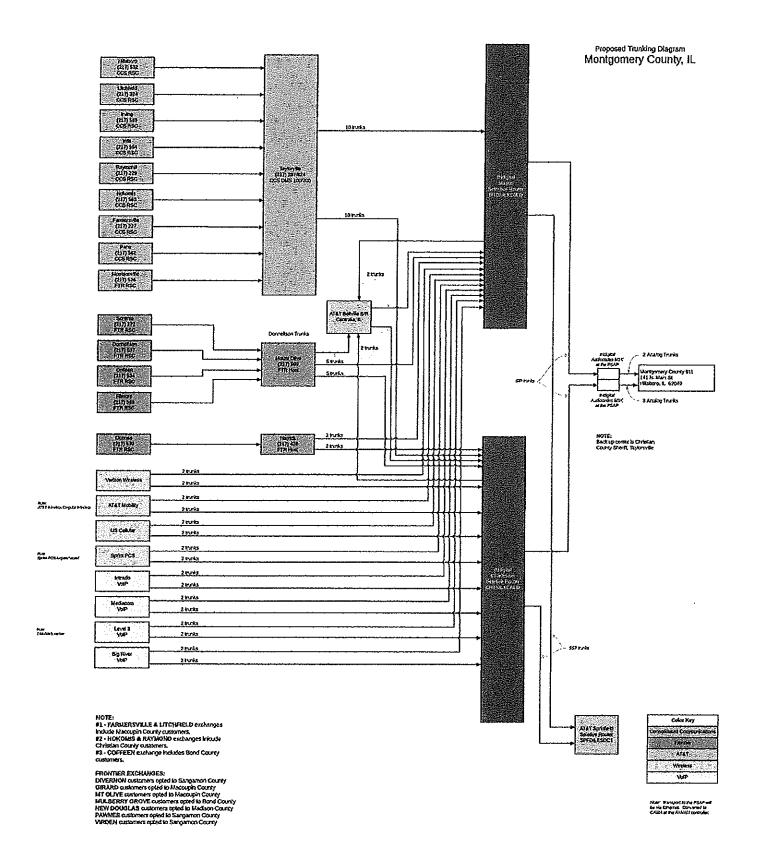
To Be Determined

System Conversion

To Be Determined

# **EXHIBIT B**

Network Configuration
See Montgomery County, IL
Proposed Trunking Diagram



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(Nuligital)	No. 211		1000742	and the same of th

# Intergovernmental Agreement to form a Primary Backup System Answering Point For Montgomery County 9-1-1

(	I	<i>λ</i> /1		
Agreement made this	day of	March	, 2004, by and betwe	en
Christian County 911 Sys	tem of Illinoi	s, hereinafter re	ferred to as CC911, and	1 the
Montgomery County 911	System of Ill	inois, hereinafte	r referred to as MC911	, as
follows:	·	•		

#### RECITALS

WHEREAS, MC911 is in the process of relocating the Primary Backup System Answering Point (PBSAP) to CC911 from Litchfield Police Dept. to provide more effective service and cut operational expenses;

WHEREAS, the CC911 system is agreeable in authorizing their CC911 System to operate as the PBSAP for the MC911 System;

NOW, THEREFORE, in exchange for the following mutual covenants, conditions and promises, both parties agree as follows:

- CC911 agrees to designate and have its current Primary System
   Answering Point CC911 which is located at 301 W. Franklin St. in
   Taylorville, IL as the PBSAP of the MC911 System in the following
   emergency situations:
  - A. There exist an emergency that overloads the Primary System Answering Point (PSAP) of the MC911 and it can not handle all incoming calls.
  - B. In the event of an emergency, natural disaster, electrical failure, or any other occurrence that results in the primary system answering point becoming inoperable, or put out of order or otherwise made nonfunctional.
  - C. In any other situation where a request is made by MC911for backup assistance.
  - D. MC911 agrees to send one dispatcher immediately to CC911 to support operations and logistics of manning any additional calls that may arise from a MC911 call answered by CC911 during PBSAP operations by CC911.
- 2. In consideration for CC911 being willing to undertake the responsibility as PBSAP for MC911, MC911 agrees to the following:

- A. MC911 agrees to pay for all verifiable expenses that are mutually agreed to by MC911 & CC911 to properly route and process MC911 calls handled by CC911 during PBSAP operations.
- B. MC911 agrees to provide current emergency service list, contact numbers (primary & alternate) and maps to allow CC911 to properly operate as PBSAP for MC911.
- C. MC911 agrees to operate as PBSAP, if the need arises, for CC911 under the same considerations as addressed in this agreement.
- 3. After each incident where CC911 performs and participates as the PBSAP for MC911, both parties agree to critique the incident to discuss lessons learned, to verify the need for backup and to discuss any other subject matter either party wishes to present that might lead to a betterment of the 911 Communications System and/or the working relationship between both parties.
- 4. Each party shall give the other a minimum of twelve (12) months termination notice.

MC911

Cy) Junio

Signature

9// Correl

Chaveman CC 9//

Title

3-4-04

March 4, 2004

# ANNUAL AGREEMENT 2016

For 9-1-1 Emergency Communications:

This agreement is made between the 911 Public Safety Answering Point, hereafter referred to as "PSAP", and, Christian County 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

Montgomery County PSAP receiving a call for emergency services in your jurisdiction shall dispatch in the following manner: (Please review this document. If changes are needed, please make the corrections on this form before returning it.)

SCAMED

Primary Emergency Contact Method: 217-824-9901 or 217-824-4961

Secondary Emergency Contact Method: 911 Dispatch Frequency

Agency 24 hour non-emergency phone number: 217-287-7227

Dept Mailing Address: Christian County 911

301 W Franklin St Taylorville, IL 62568

Contact Person: Mickie Ehrhardt

Office #: 217-287-7911 Cellular #: 217-825-8846 Do you text? M Yes [] No

Fax#: 217-824-7890 Email Address: christian911@clitech.com

Dept Web Site Address: www.christiancountyil.com/911

Dept Face Book Page: [] Yes No If yes, name:

### AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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

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

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

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

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

Montgomery County ETSB	Agency A Con Alawia Harly
Print Name: Greg Nimmo	Print Name: Christian (cunty 91) Mickieththe
Signature:	Signature: Melkie Elihan Ot
TITLE: Captain	TITLE: GIL Adrius.
DATE: /25/L	DATE: 1-5-16

#### ANNUAL AGREEMENT 2016

For 9-1-1 Emergency Communications:

This agreement is made between the 911 Public Safety Answering Point, hereafter referred to as "PSAP", and, Macoupin County 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls. CALL HANDLING Montgomery County PSAP receiving a call for emergency services in your jurisdiction shall dispatch in the following manner: (Please review this document. If changes are needed, please make the corrections on this form before returning it.) Primary Emergency Contact Method: 217-854-9051 Secondary Emergency Contact Method: 618-498-2718 Agency 24 hour non-emergency phone number: 217-854-9052 Dept Mailing Address: 215 B St, 知神本文 Carlinville, IL 62626 Contact Person: Aaron Bishop Do you text? Xes [] No Cellular #: 217-565-0911 Office #: 217-854-5459 Fax#: 217-854-4764 Email Address: aaron.bishop@macoupincountyll.gov Dept Web Site Address: macoupincountyil.gov No If yes, name:\_ Dept Face Book Page: [] Yes ALD OUTSIDE JURISDICTION BOUNDARY Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number. The PSAP Center agrees to keep all records, times, and places of all calls dispatched by 9-1-1. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board. Any agreements or changes in agreements and operating policies must be approved by the advisory board.

Montgomery County ETSB	Agency
Print Name; Greg Nimmo	Print Name: Margupin County ETS C
Signature:	Signature: Rulter
TITLE: Captain	TITLE: Administrator
DATE: /20/6	DATE: 1-4-16

# ANNUAL AGREEMENT 2011

For 9-1-1 Emergency Communications: This agreement is made between the 911 Public Safety Answering Point, hereafter referred to as "PSAP", \_\_\_\_\_, for the purpose of effective handling and routing of 9-1-1 Emergency calls. **CALL HANDLING** Montgomery County PSAP receiving a call for emergency services in your jurisdiction shall dispatch in the following manner: (radio channel such as: 911 Dispatch, other radio channel/frequency or phone number) Primary Emergency Contact Method: (1018) (14-34 Secondary Emergency Contact Method: \ Dept 24 hour non-emergency phone number: Dept Mailing Address: Office #UNS Cellular #: (LO) Email Address: Dept Web Site Address: AID OUTSIDE JURISDICTION BOUNDARY Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 is used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number. The PSAP Center agrees to keep all records, times, and places of all calls dispatched by 9-1-1. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the advisory and policy board. Any agreements or changes in agreements and operating policies must be approved by the advisory board. Montgomery County ETSB TITLE

DATE

### ANNUAL AGREEMENT 2016

For 9-1-1 Emergency Communications:

This agreement is made between the 911 Public Safety Answering Point, hereafter referred to as "PSAP", and, Madison County 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### CALL HANDLING

Montgomery County PSAP receiving a call for emergency services in your jurisdiction shall dispatch

in the following manner: (Please review this document. corrections on this form before returning it.)	If changes are needed, please muke the
Primary Emergency Contact Method: MAD CO Sheriff	IN MODERN RECEIVED
Secondary Emergency Contact Method: MAD CO Sher	
Agency 24 hour non-emergency phone number: 618-47	
Dept Mailing Address: 101 E Edwardsville Wood River, IL 62095	SHERIFF'S OFFICE
Contact Person: William Gamblin Terence M Lair	loud
Office #: 6/8-296-5911 Cellular #: 618-	073-1911 Do you text? [ ] Yes   ] No
Fax#:Email Address; where	cforlandocomadisonil.us
Dept Web Site Address: [ ] Yes [ ] No If yes, address:	
Dept Face Book Page: [ ] Yes   No If yes, name:	
AID OUTSIDE JURISDICTION BOUNDARY	
Once an emergency unit is dispatched in response to a req service to the requesting party without regard to whether t jurisdictional boundaries.	nest through the system, such unit shall render its he unit is operating outside its normal
The legislative intent is that 9-1-1 is used for emergency cadministrative or non-emergency nature shall be referred to	alls only. Therefore, all calls of an o your agency's published telephone number.
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All agreements, management, records, and service will be board.	the responsibility of the advisory and policy
Any agreements or changes in agreements and operating p	olicies must be approved by the advisory board.
Montgomery County ETSB Ag	ency
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	inturo:
TITLE: Captain _ TIT	LE: Coordinator
DATE: 125/6 DAY	1E: 20, Jan. 16.

#### ANNUAL AGREEMENT 2016

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

This agreement is made between the 911 Public Safety Answering Point, hereafter referred to as "PSAP", and, Sangamon County 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls,

#### **CALL HANDLING**

Montgomery County PSAP receiving a call for emergency services in your jurisdiction shall dispatch in the following manner: (Please review this document. If changes are needed, please make the corrections on this form before returning it.) Primary Emergency Contact Method: 217-753-6666 Secondary Emergency Contact Method: Same as above (†) Agency 24 hour non-emergency phone number: 217-788-8311 Dept Mailing Address: 200 Shale Springfield, IL 62703 Contact Person: David Dodson Cellular #: 217-652-0081 Office #: 217-747-5145 Do you text?/ I Yes -6372 Email Address: davidd@co.sangamon.il.us Dept Web Site Address: sangamoncounty911.org Dept Face Book Page: [ ] Yes ( ] No ) If yes, name: AID OUTSIDE JURISDICTION BOUNDARY Once an emergency unit is dispatched in response to a request through the system, such unit shall render its

service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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

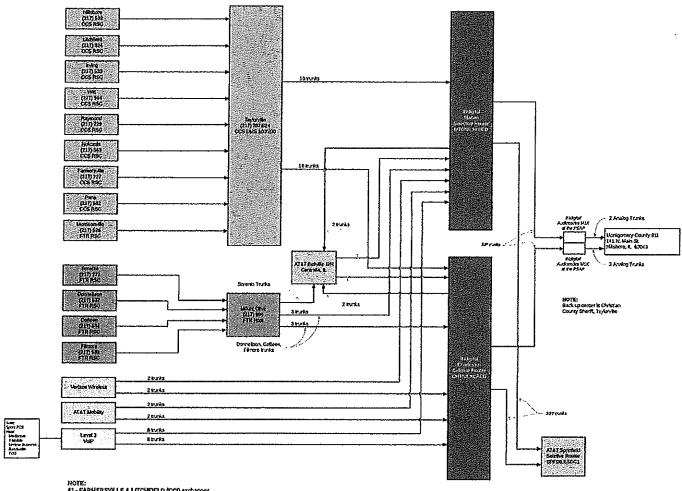
The PSAP Center agrees to keep all records, times, and places of all calls dispatched by 9-1-1. All records will be available to all participants of the 9-1-1 System.

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

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

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

Montgomery County E1SB	Agency
Print Name: Greg Nimmo	Print Name: David E Dodson
Signature: f/H 5	Signature: Des Dal
TITLE: Captain_	TITLE: Director
DATE: /sold	DATE: /- 7-/6
7	



HOTE: 81 - FARHERSYLLE & LITCHPIELD (CCT) exchanges opted in, include Naccopin County audioners. #2 - NOKONES & RAYMOND (CCT) exchanges opted in include Christian County outstmers. 82 - COFFEET (FIFT) exchange opted in including Bond County outstmers.

COURTY CASONNESS.

FROMTIER EXCHUNOES:
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CASONNES opted to Sangamon County
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(Note: opted out councies not included in the diagram)

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