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

State of Illinois

Application for
9-1-1 Modification Plan
DATE:

Type of Change: ☑ Long Form Modification Plan ☐ Short Form Modification Plan

Current System Name: Effingham County Emergency

<table>
<thead>
<tr>
<th>Population Served</th>
<th>Land Area in Sq Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>34,264</td>
<td>486</td>
</tr>
</tbody>
</table>

Telephone System Board

List PSAPs:

<table>
<thead>
<tr>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham County Sheriff's Dept, 101 N Fourth, Effingham, IL 62401</td>
<td>X</td>
</tr>
<tr>
<td>Effingham City Police Department, 201 E Jefferson, Effingham, IL 62401</td>
<td>X</td>
</tr>
</tbody>
</table>

Jodi L Moomaw

911 System Contact: ________________________________
Street Address: _______ 201 E Jefferson
City, State and Zip Code: Effingham, IL 62401
Office Telephone: 217-342-5327
Cellular Telephone: 217-821-4772
Email: jmoomaw@effinghamil.com

Wireless Coverage for Consolidated System:

100 % Phase II compliant

Please check if applicable:

☐ NG9-1-1 capable
☐ Receive 9-1-1 Text
☐ Receive 9-1-1 Video
VERIFICATION

I, Jodi L Moomaw, first being duly sworn upon oath, depose and say that I am System Administrator, of Effingham County 911; 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.

[Signature]

Subscribed and sworn to before me
this 27th day of September, 2017.

[Signature]

NOTARY PUBLIC, ILLINOIS
Sept. 1st, 2017

(Date)

Deb Prather

(9-1-1 System Provider Company Representative)
Indigital

(9-1-1 System Provider Company Name)
5312 W Washington Ctr Road

(Street Address)
Fort Wayne, In 46818

(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,

Jodi L Moomaw
System Administrator

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 Effingham 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 Effingham 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 Effingham County PSAP’s 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 Effingham 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 Effingham 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 October 24th, 2017.
Plan Narrative:

Test calls will be made for each carrier either prior to or during the cutover to ensure the calls are routing correctly or 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

$46,941.00

Projected annual recurring 9-1-1 network costs after modification

$79,519.20

Installation cost of the project

$10,469.12

Anticipated annual revenues

$691,750 (2018 estimate)

Summary of projected monthly recurring costs:

Consolidated Communications: $343.44

Frontier: $1,477.03

Montrose Mutual: $125.00

AT & T $125.00

INDigital: $4,468.23

Wabash $212.90

Total Monthly costs

Annual:
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:

See Attached document.
Strategic Plan

Effingham County Emergency Telephone System Board
PO BOX 6009
Effingham, IL. 62401

Board Members
Chairman Nicholas Althoff – Member at Large
Vice Chairman David Campbell – County Board
Treasurer Police Chief Jeffrey Fuesting - Public Safety
Sheriff David Mahon – Public Safety
Johnathon Paholke – Public Safety
Larry Thies – Public Safety
Wayne Rubach – Member at Large
Julie Stephens - Member at Large
Mike Depoister – Member at Large

Adopted by Laws Jan. 10th 2017
(Attached)

ETSB (Part-time) STAFF
Jodi Moomaw - System Administrator
Administrative Assistant – Joyce Worman
Addressing Specialist – Tina Daniels
IT Services – Jason Repking

MISSION STATEMENT

To ensure anyone within the geographic confines of Effingham County can dial 911 and ask for emergency assistance from a trained Telecommunicator and that Telecommunicator will have the vital Information available to them so that they can dispatch the requested or appropriate public safety entity in an effective and efficient manner.

Adopted by the Emergency Telephone System Board in 2006
Effingham County Stakeholders for Emergency Services & 911

Effingham County Sheriff’s Dept/PSAP
Effingham City Police Dept/PSAP
Teutopolis Police Department
Altamont Police Department
Effingham Water Authority
Effingham County Dive Team
Abbott Ambulance
Air E Vac
Arch
Illinois State Police District 12
Altamont Fire Protection District
Beecher City-Tri County FPD
Dieterich Fire Protection District
Edgewood Fire Protection District
Effingham City Fire Department
Montrose Fire Protection District
Shumway Fire Protection District
Sigel Fire Protection District
Teutopolis Fire Protection District
Watson Fire Protection District

Strategic Operations and Tactics
Effingham County is a community of 34,242 with very rural surrounding counties that include Shelby, Clay, Jasper, Fayette and Cumberland. The community has 2 major interstates, I57 & and I70, 5 State highways, over 25 hotels, 4 truck stops, large industrial establishments and many restaurants. Effingham County officials choose to implement 2 primary PSAP’s in the late 1990’s to have redundant backup for the Effingham County 911 operation.

An Enhanced 911 system was implemented July of 2000 for Effingham County, located at 101 N 4th Street, Effingham County Sheriff’s Department and 201 E Jefferson, Effingham City Police Department. (Effingham City Police Department is currently in a temporary location). There are at least 2 trained Telecommunicators staffed at each location 24/7, for backup in answering 911 emergencies and day to day operations.

Each PSAP currently has 3 full operating positions for handling 911 emergency and non-emergency phone, radio, CAD, and instant playback recording, along with day to day duties. The 2 PSAP’s back each other up. There are currently 5-911 trunks at each location, 3 wireless and 2 wireline trunks. The lines are set up to roll over to the other PSAP and vice versa if not answered.

The PSAP’s are connected by fiber and have direct intercom through the radio console or by instant messaging (IM) with the Spillman CAD for efficiency in
keeping communication open when handling and dispatching calls within the County.

Our phone system provider is with Plant Vesta Pallas, which was purchased in 2007 and supported by a yearly maintenance agreement. Our current Lead Telco is Illinois Consolidated. We are currently working on a Request for Proposal (RFP) for a NG phone system.

- Improve efficiency and 9-1-1 call delivery
- Enhanced interoperability
- Upgrade network for IP capabilities
  - Enhanced call routing
  - Text to 9-1-1, images, video
  - Immediate Call logging, GIS location validation
- Enhanced search capabilities
- Better access for Special needs
- Sharing data with other public Safety agencies and responders

Tentative dates to make vendor selection are set for spring of 2018.

The radio consoles were upgraded to the MCC7500 first part of 2015 along with the capability to record digital through Word Systems, and a net clock for syncing all time. This was done through financing with final loan payment to be completed 01/23/2020. All law enforcement agencies are dispatched through the StarCom 21 trunking system, fire agencies are dispatched and toned through VHF, and the primary private ambulance service is dispatched through StarCom 21 trunking. Mutual Aid with surrounding fire and EMS services are in place via VHF with both PSAP(s).

All 911 calls are documented by using Spillman CAD & mapping, which was purchased in the spring of 2009. We have capability for receiving PHASE II calls from those wireless carriers that provide the technology to send accurate data to the PSAP’s. There are no current plans to change our CAD & mapping provider, but research to add AVL (Automatic Vehicle Locator) for Law Enforcement to assist in responding to emergencies by the geographic known location for improved efficiency. There is no set date on this time line.
Telecommunicators at both PSAPS have the capability to start a CAD call, plot on map, and dispatch 911 emergency calls from either location, capability seeing each other’s activity, no matter where the caller is located in the county. This reduces the amount of transfers and liability in handling in progress 911 calls, which could delay response.

The City of Effingham is in the process of constructing a new police headquarters, which includes a new PSAP:

- improved security and cameras
- 4 upgraded ergonomic console furniture positions
  - NG phone
  - Multiple CAD screens
  - Mapping
  - Radio console
  - Recording
  - State link activity
  - Weather
  - Growth

- The new center will have a full kitchen, training room, Manager’s office, shift supervisor(s) office, locker room, bathroom(s) and equipment room with plenty of space for future growth. The project is planned to be completed late 2018.

**Continued Training**

To ensure high quality dispatch services are available throughout Effingham County, Telecommunicators are certified/ licensed/ trained in the following:

- PowerPhone EMD every 2 years
- EMD IDPH license every 4 years
- CPR/AED every 2 years
- LEADS every 2 years
- Haz Mat/Blood borne every 1 year
- APCO CTO (Communication Training Officer) 6 certifications
- APCO RPL (registered Public Leader) one certification
- Police Legal Science (PLS) on line (cost effective in-service training)
- Continuous training- Police, Fire & EMS refresher
- Continuous Quality Assurance
All probationary Telecommunicators go through in service training, 16 to 24 weeks before being released in handling emergency calls and radio traffic.

The Effingham Emergency Telephone System Board has Intergovernmental Agreement between each of the entities; Effingham County Board and the City of Effingham. The purpose of the agreement is to set forth the relative rights and responsibilities of the County and of the City. (See attached Documents for agreements, one with the County and one with the City of Effingham.) They will expire Dec. 1, 2019 and option for renewal.

Public Education
Continue to provide and support in the following methods, fostering the advancement of 9-1-1 technology and services to meet the needs of the public to access emergency help.

- County Fair
- State Fair
- Parades
- Community/City events
- Schools
- Social media/ Website – 911effinghamcounty.org

Funding
- Salaries of Telecommunicators are covered by contract, City of Effingham, under FOP union contract, expire April 30, 2019. Effingham County Telecommunicators are FOP union, contract expired Sept. 1st, 2017.
- Spaces for operation of PSAP(s) see Intergovernmental agreements (2. a.).
- Illinois State Police covers all network costs (per sec.1329.405)
- Illinois State Police collects all revenue under current formula $.87 (until Dec. 31st 2017) distributing to Effingham County, which includes hold harmless, and the 2% under 100,000 and prepaid collection. Received from ISP 2016 $631,130.
- Beginning Jan. 1, 2018 until June 30, 2020 (stated 50 ILCS 750/30 statewide 9-1-1 Fund; surcharge disbursement).
- Future ISP Grants to defray or offset NG9-1-1 expenses associated with infrastructure after implementation of an NG telephony system.
**Long Term Goals**

- Continue to upgrade and improve technology and move forward with NG.
- Move City PSAP into new location for improved, efficient and state of the art secured facility.
- Upgrade County PSAP – position set up – monitors for more uniform and efficient use.
- Install new generators to both PSAP(s)
- Maintain and collaborate our partnership with the City and County government for effective 911 services.
- Maintain professional standards and grow as standards change with the industry.
- Upgrade EMD protocols to software verses books for pre-arrival.
- Maintain and continue to provide quality training to all staff involved in 911 operations.
- Continue to work with INDigital for improved services on handling and receiving 911 calls as our LEAD Telco.
## 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**

<table>
<thead>
<tr>
<th>City, Town or Village</th>
<th>Street Address, City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altamont</td>
<td>202 N 2nd St, Suite A, Altamont, IL 62411</td>
</tr>
<tr>
<td>Beecher City</td>
<td>108 S George St, Beecher City, IL 62414</td>
</tr>
<tr>
<td>Dieterich</td>
<td>109 N Main Street, Dieterich, IL 62424</td>
</tr>
<tr>
<td>Edgewood</td>
<td>405 Route 37, Edgewood, IL 62426</td>
</tr>
<tr>
<td>Effingham</td>
<td>201 E Jefferson, Effingham, IL</td>
</tr>
<tr>
<td>Mason</td>
<td></td>
</tr>
<tr>
<td>Montrose</td>
<td>203 W National Rd, Montrose, IL 62445</td>
</tr>
<tr>
<td>Shumway</td>
<td>201 E Market St, Shumway II, 62461</td>
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<tr>
<td>Teutopolis</td>
<td>106 E Main, Teutopolis, IL 62467</td>
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<tr>
<td>Watson</td>
<td>102 N Monroe St, Watson, IL 62473</td>
</tr>
<tr>
<td>Sigel (very Small portion)</td>
<td>45 Main Street, Sigel, IL 62462</td>
</tr>
<tr>
<td>St Elmo (3 residents)</td>
<td>411 N Main Street, IL 62458</td>
</tr>
</tbody>
</table>
## 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.

<table>
<thead>
<tr>
<th>9-1-1 Participant Agencies</th>
<th>Street Address, City, Zip Code</th>
<th>Administrative Telephone No.</th>
<th>Direct Dispatch</th>
<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air EVAC</td>
<td>6945 N US Highway 45, Watson, IL 62473</td>
<td>417-274-9799</td>
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<tr>
<td>Abbott EMS</td>
<td>1209 Wenthe Drive, Effingham, IL 62401</td>
<td>217-245-7974</td>
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<tr>
<td>Altamont Ambulance</td>
<td>PO Box 154, Altamont II, 62411</td>
<td>618-483-6584</td>
<td>X</td>
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<tr>
<td>Altamont Police Department</td>
<td>202 N 2nd Street, Altamont, IL 62411</td>
<td>618-483-6219</td>
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<tr>
<td>Altamont Fire Dept.</td>
<td>109 W Jefferson, Altamont, IL 62411</td>
<td>618-483-3130</td>
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<tr>
<td>ARCH</td>
<td>306 W Professional Park, Effingham, IL</td>
<td>217-342-6793</td>
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<td>Beecher City Tri-County Fire Dept.</td>
<td>101 E Poplar, Beecher City, IL 62414</td>
<td>765-592-0959</td>
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<tr>
<td>Brownstown Fire Dept</td>
<td>PO Box 190, Brownstown, IL 62418</td>
<td>618-267-8079</td>
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<tr>
<td>Crooked Creek Fire Protection District</td>
<td>124 E Harrison Street, Crooked Creek 62432</td>
<td>618-553-9232</td>
<td>X</td>
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<tr>
<td>Cumberland Co Sheriff's/911</td>
<td>166 Courthouse Square, Toledo II. 62468</td>
<td>217-849-2571</td>
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<tr>
<td>Dieterich Fire District</td>
<td>PO Box 117, Dieterich, IL 62424</td>
<td>217-821-7591</td>
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<tr>
<td>Edgewood Bi-Co Fire Dept.</td>
<td>5338 E. 125th Ave</td>
<td>618-554-4302</td>
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<tr>
<td>Effingham City/County EMSAmbulance</td>
<td>PO Box 154, Altamont, IL 62411</td>
<td>618-483-6584</td>
<td>X</td>
<td></td>
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<tr>
<td>Effingham City Police Dept</td>
<td>201 E Jefferson, Effingham, IL 62401</td>
<td>217-347-0774</td>
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</tr>
<tr>
<td>Dieterich Fire District</td>
<td>PO Box 117, Dieterich, IL 62424</td>
<td>217-821-7591</td>
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<tr>
<td>Effingham Co Dive Rescue</td>
<td>8640 E Marine Drive, Effingham II. 62401</td>
<td>217-821-4378</td>
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</tr>
<tr>
<td>Effingham Co Sheriff's Dept</td>
<td>101 N Fourth St., Effingham , IL 62401</td>
<td>217-342-2101</td>
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<tr>
<td>Effingham Fire Department</td>
<td>505 W. Fayette Ave, Effingham II. 62401</td>
<td>217-342-5346</td>
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<tr>
<td>Farina Fire Department</td>
<td>200 E Madison, Farina, IL 62838</td>
<td>618-245-2211</td>
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<tr>
<td>Fayette Co Ambulance Serv</td>
<td>650 W Taylor, Vandalia Il. 62741</td>
<td>618-483-6584</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Illinois State Police Dist. 12</td>
<td>1391 S Washington Street, DuQuoin II.62382</td>
<td>618-542-2171</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Jasper County Ambulance</td>
<td>204 w Jourdan St, Newton Il. 62448</td>
<td>618-783-8123</td>
<td>X Either</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Jasper County Sheriff's Dept.</td>
<td>PO Box 228, 106 E Morgan, Newton Il. 62448</td>
<td>618-783-2414</td>
<td>X</td>
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<tr>
<td>Montrose Fire Protect District</td>
<td>81 County Road. 500 E .Montrose Il. 62445</td>
<td>217-259-2311</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Noble Wakefield Fire Protection District</td>
<td>112 E North Ave, Noble Il 62868</td>
<td>618-843-4304</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
# 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.

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<th>Administrative Telephone No.</th>
<th>Direct Dispatch</th>
<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Eimo Fire Department</td>
<td>PO Box 168, St. Eimo II 62458</td>
<td>618-292-3044</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>St. Peter Fire Department</td>
<td>PO Box 91 Route 1, St. Peter Il 62880</td>
<td>618-554-7054</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Shelby Area Ambulance Service</td>
<td>310 N Cedar, Shelbyville, Il 62565</td>
<td>217-774-5519</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Shumway Fire District</td>
<td>14949 N Park RD, Effingham, Il. 62401</td>
<td>217-821-5243</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sigel Fire Department</td>
<td>PO BOX 161, Sigel Il 62462</td>
<td>217-821-5420</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Stewardson Fire Protection District</td>
<td>PO Box 37 214 N Pine Street, Stewardson Il 62463</td>
<td>217-682-5414</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Stewardson Ambulance</td>
<td>214 North Pine, Stewardson, Il. 62463</td>
<td>217-682-3341</td>
<td>X</td>
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<tr>
<td>Teutopolis Fire District</td>
<td>215 N Main, Teutopolis Il 62467</td>
<td>217-254-1295</td>
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<tr>
<td>Teutopolis Police Dept.</td>
<td>106 West Main, Teutopolis Il 62467</td>
<td>217-857-3543</td>
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<tr>
<td>Vandalia Fire Department</td>
<td>221 S 5th Street, Vandalia Il 62741</td>
<td>618-283-0556</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Watson Fire District</td>
<td>100 Monroe Street, PO Box 163, Watson Il 62473</td>
<td>217-821-5054</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Wade Fire District</td>
<td>104 North First, Newton Il 62448</td>
<td>618-783-3887</td>
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<tr>
<td>Willow Hill Fire Department</td>
<td>103 s Cumberland St., Willow Hill, Il 62480</td>
<td>618-455-3418</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Attached spread sheet also Agencies call handling agreements are on File
## ADJACENT AGENCIES LIST

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clay County Sheriff’s Dept.</td>
<td>PO Box 267, 300 Broadway, Louisville, IL 62858</td>
<td>618-665-3316</td>
</tr>
<tr>
<td>Clay County 911 / Flora PD</td>
<td>123 n Locust, Flora II. 62839</td>
<td>618-662-7070</td>
</tr>
<tr>
<td>Coles County 911 - CCOM</td>
<td>10500 State HWY 16, Mattoon, IL 61938</td>
<td>217-345-0060</td>
</tr>
<tr>
<td>Fayette Co Sheriff’s Dept.</td>
<td>221 S Seventh St, Vandalia II. 62741</td>
<td>X 618-283-2141</td>
</tr>
<tr>
<td>Richland Co. 911/Sheriff’s Dept, 211 W Market, Olney II. 62450</td>
<td>618-393-2921</td>
<td></td>
</tr>
<tr>
<td>Shelby County Sheriff’s Dept.</td>
<td>151 North Morgan Street, Shelbyville, IL 62565</td>
<td>X 217-774-3941</td>
</tr>
<tr>
<td>Vandalia Police Department, 221 S 5th Street, Vandalia II. 62741</td>
<td>618-283-1761</td>
<td></td>
</tr>
<tr>
<td>Jasper County Sheriff’s Dept., PO Box 228, 106 E Morgan, Newton, II</td>
<td>618-783-2414</td>
<td></td>
</tr>
<tr>
<td>Cumberland County Sheriff’s Dept., 166 Courthouse Square Toledo, IL</td>
<td>217-849-2571</td>
<td></td>
</tr>
</tbody>
</table>
Provide a list of each carrier that will be involved in the proposed system.

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLTEL</td>
<td></td>
<td>-877-510-4337</td>
</tr>
<tr>
<td>AT&amp;T Land line</td>
<td></td>
<td>217-891-6273</td>
</tr>
<tr>
<td>Consolidated</td>
<td>Mattoon Illinois, 61938-3987</td>
<td>888-376-4133</td>
</tr>
<tr>
<td>Cingular</td>
<td></td>
<td>800-635-6840</td>
</tr>
<tr>
<td>Denali(Cricket)</td>
<td></td>
<td>858-882-9301</td>
</tr>
<tr>
<td>Frontier, PO box</td>
<td>Rochester NY 14602-0550</td>
<td>877-245-3511</td>
</tr>
<tr>
<td>Mediacom</td>
<td>100 Crystal Run Road, Middletown, NT 10941</td>
<td>800-379-7412</td>
</tr>
<tr>
<td>Montrose Mutual</td>
<td>102 N.Main, PO Box 4, Dieterich, IL 62424</td>
<td>217-925-5511.</td>
</tr>
<tr>
<td>Net 10</td>
<td></td>
<td>800-800-8632</td>
</tr>
<tr>
<td>Nextel</td>
<td></td>
<td>888-877-7330</td>
</tr>
<tr>
<td>On Star 911</td>
<td></td>
<td>866-866-5006</td>
</tr>
<tr>
<td>Safe Link</td>
<td></td>
<td>800-820-8632</td>
</tr>
<tr>
<td>Sprint</td>
<td></td>
<td>866-398-3284</td>
</tr>
<tr>
<td>Straight Talk</td>
<td></td>
<td>800-820-8632</td>
</tr>
<tr>
<td>T-Mobile</td>
<td></td>
<td>973-292-8911</td>
</tr>
<tr>
<td>Trac Phone</td>
<td></td>
<td>800-820-8632</td>
</tr>
<tr>
<td>US Cellular</td>
<td></td>
<td>630-875-8270</td>
</tr>
<tr>
<td>Wabash Communications, 210 Church Street PO Box 299, Louisville, IL 62858-0299</td>
<td>618-665-9964</td>
<td></td>
</tr>
<tr>
<td>Verizon</td>
<td></td>
<td>800-451-5242</td>
</tr>
<tr>
<td>Vonage</td>
<td>8675 W 96th Street, Suite 220, Overland Park, KS 66212</td>
<td>866-293-5674</td>
</tr>
<tr>
<td>ACN Services</td>
<td>3100 Cumberland Boulevard, Suite 900 Atlanta Georgia, 30339</td>
<td>877-829-4141</td>
</tr>
<tr>
<td>AT &amp; T Wireless Communications of Illinois, 3100 Cumberland Boulevard, Suite 900</td>
<td>877-829-4141</td>
<td></td>
</tr>
<tr>
<td>ANPI Business LLC, 18006 Sky Park Circle, Suite, 106</td>
<td>949-757-9059</td>
<td></td>
</tr>
<tr>
<td>Caused Based Commerce, IND, 740 Florida Central Parkway, Longwood Fl. 32750</td>
<td>407-260-1011</td>
<td></td>
</tr>
</tbody>
</table>
## CARRIER LISTING
(Wireline, Wireless, VoIP)

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

*(USE ADDITIONAL SHEETS AS NECESSARY)*

<table>
<thead>
<tr>
<th>Carrier Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Rate, 5909 Northwest Expressway, Suite 101</td>
<td>Oklahoma City, Ok</td>
<td></td>
</tr>
<tr>
<td>TNCI Operating Company LLC, 740 Florida Central</td>
<td>Longwood FL, 32750</td>
<td>407-260-1011</td>
</tr>
<tr>
<td>Granite Telecommunications LLC, 3100 Cumberland</td>
<td>Atlanta GA</td>
<td>772-240-8889</td>
</tr>
<tr>
<td>Interface Security Systems, 3838 Carson Street</td>
<td>Torrance, Ca 90503</td>
<td></td>
</tr>
<tr>
<td>Level 3 Communications LLC, 18006 Skypark</td>
<td>Irvine, Ca 92614</td>
<td>949-838-330</td>
</tr>
<tr>
<td>YMAX Communications West Palm Beach FL</td>
<td></td>
<td>561-586-3380</td>
</tr>
</tbody>
</table>
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.

9-1-1 Authority: Effingham County ETSB

By: John L. Moorman

Title: System Administrator

Public Safety Agency

By

Title
TEST PLAN DESCRIPTION

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

All carriers will make test calls the day of cutover to the PSAP(s) to confirm that all of their subscribers are able to complete calls to the proper PSAP with correct ANI/ALI. The wireline carriers will make test calls from each exchange to make sure calls are routing to the correct PSAP with the correct ANI/ALI. The wireless and VOIP provider 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.

Test calls will be made confirm the overflow, backup and failover work effectively and properly.

2) List wireline exchanges to be tested.

Consolidated Communications
    Frontier
    Montrose Mutual
    Wabash

3) List of wireless and VoIP Carriers to be tested.
    AT & T
    ANPI Business
    Altel
    ALLVoIP INC
    Sprint
    T-Mobile
    US Cellular
    Cingular
    Cricket
    Net 10
    Nextel
    On Star 911
    Straight Talk
    Trac Phone
    Verizon
    8x8, INC
    Ring Central
    Caused Based
    Clear Rate
    Compliance Solutions
    Granite
    Interface Security System
    Level Three (3)
    YMAX Communications Corp
    Vonage
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT
OF A COUNTY-WIDE 9-1-1 SYSTEM, IMPOSING A SURCHARGE
AND
AUTHORIZING A REFERENDUM UPON THE ESTABLISHMENT
OF THE 9-1-1 SYSTEM AND SURCHARGE

WHEREAS, the State of Illinois has enacted into law the Emergency
Telephone Act (the "Act"); and

WHEREAS, the Act enables counties and municipalities to impose a
surcharge upon all telephone subscribers passed through
telecommunications carriers at a rate per network connection in order to
implement and/or upgrade and maintain a "9-1-1" emergency telephone
system; and

WHEREAS, the Act allows the telecommunications carrier collecting
the surcharge to deduct 3% of the gross amount of surcharge collected;
and

WHEREAS, the Act further provides that before the surcharge may be
imposed it must be authorized by a majority of the voters in a
referendum by the county or municipality; and

NOW, THEREFORE, be it ordained by the County Board of Effingham as
follows:
Section One. A surcharge is hereby imposed, subject to the provisions of Section Two, upon all telecommunications carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the County and terminating within the State of Illinois for funding of a "9-1-1" emergency telephone system.

Section Two. A referendum shall be placed by the County Clerk on November 8, 1994 ballot for all legal voters residing in the County to vote upon the following question:

SHALL THE COUNTY OF EFFINGHAM IMPOSE A SURCHARGE OF UP TO $2.75 PER MONTH PER NETWORK CONNECTION, WHICH SURCHARGE WILL BE ADDED TO THE MONTHLY BILL YOU RECEIVE FOR TELEPHONE OR TELECOMMUNICATIONS CHARGES FOR THE PURPOSE OF INSTALLING OR IMPROVING A 9-1-1 EMERGENCY SYSTEM AND TO PAY THE COST OF RURAL ADDRESSING.

__________________________
YES

__________________________
NO

Section Three. If the majority of the votes cast upon the question are in favor thereof, a surcharge is hereby imposed at a rate of up to $2.75 per month per in-service network connection, as thereinafter defined. A network connection shall not be deemed to be in service where a subscriber's account is uncollectable.

Section Four. For purpose of this ordinance the following definitions shall apply:

a. "Network Connection" means the number of voice grade communication channels directly between a subscriber and a telecommunications carrier's public switched network without intervention of any other telecommunications carriers switched network which would be required to carry the subscriber's interpremises traffic.

b. "Transmitting Messages" shall have the meaning ascribed to the term in Section 8-11-2 of the Illinois Municipal Code.
c. "Telecommunications Carrier" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint adventure, corporation, municipal corporation or political subdivision of this State, or a receiver, trustee, conservator, or other representative appointed by order of any court engaged in the business of transmitting messages by means of electricity.

d. For the purposes of this Act "telecommunications carrier" does not include a cellular or other mobile communication carrier.

e. "Rural Addressing" means assigning names to roads in those areas of the County within which the roads have not been officially named, and numbers to subscribers along said roads, and acquiring and installing street or road location indentifications signs and numbers to enable positive identification of each such subscriber.

Section Five. The County Clerk shall provide any telecommunications carrier subject to the surcharge with a certified list of those network connections to be exempt from imposition of the surcharge. The certified list may be revised by the County sixty (60) days prior written notice provided to the telecommunications carrier.

Section Six. The surcharge shall be imposed on the first day of the month following the expiration of ninety (90) days from the date the County Clerk certifies to the individual telecommunications carrier subject to the surcharge that the referendum referred to in Section Two has passed.

Section Seven. In lieu of the telecommunications carrier imposing a 3% accounting and collection charge on its subscribers as permitted under the Act, each instructed to recover said accounting and collection charge by deducting 3% from the gross amount of surcharge collected otherwise due and owing the County prior to remittance under Section Eight of this ordinance.
Section Eight. The amount of surcharge collected by the telecommunications carrier shall be paid to the particular municipality or County or Joint Emergency Telephone System Board to be hereafter established by the County no later than thirty (30) days after the surcharge is collected, net of any network or other 9-1-1 or sophisticated 9-1-1 system charges then due the particular telecommunications carrier, as shown on an itemized bill and the 3% accounting and collection charge described in Section Seven.

Section Nine. Simultaneously with the remittance described in Section Eight above each telecommunications carrier shall make a return to the County Treasurer for the period to which the remittance applies stating as follows:

1. The name of the telecommunications carrier.

2. The telecommunications carrier's principal place of business.

3. The number of network connections to which the surcharge applies.

4. The amount of surcharge due.

5. Such other reasonable and related information as the corporate authorities may require.

Section Ten. If it shall appear that an amount of surcharge has been paid which was not due under the provisions of this ordinance, whether as the result of a mistake of fact or an error or law, then such amount shall be credited against any surcharge due, or to become due, under this ordinance from the telecommunications carrier who made the erroneous payments; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited. Ninety (90) days prior notice shall be given to the Emergency Telephone System Board on any credit against a surcharge due.

Section Eleven. No action to recover any amount of surcharge due under the provisions of this ordinance shall be commenced more than three (3) years after the due date of such amount.

Section Twelve. The County shall, by ordinance passed hereafter, establish and empower the Joint Emergency Telephone System Board pursuant to Statue to administer the 9-1-1 system.
PASSED THIS 18th day of July, 1994.

[Signature]
County Board President

Attest: /s/ Robert Behrman
County Clerk

STATE OF ILLINOIS
SS
COUNTY OF EFFINGHAM

I, Robert Behrman, County Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that I am a keeper of the records, files, and seal of said County and by law required to keep and maintain said records in the performance of my official duties a Clerk and Recorder, and that the foregoing is true, perfect and complete copy as the same appears from the records and files now in this office remaining. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of office at my office in Effingham, this 18th day of July, 1994.

[Signature]
Robert Behrman
County Clerk and Recorder
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the County of Effingham (hereinafter referred to as "County") has, pursuant to 50 ILCS 750/1 et seq., passed an ordinance establishing a county wide 9-1-1 system and creating an Effingham County Emergency Telephone System Board (hereafter referred to as "ETSB"); and,

WHEREAS, the County of Effingham (hereinafter referred to as "County") has been requested by representatives of ETSB to provide certain assistance in the implementation of 9-1-1 services for the County of Effingham; and,

WHEREAS, the governing boards of County and the ETSB have determined that it would be in the best interest of the citizens of Effingham to enter into an agreement fully stating the purposes, powers, rights, objectives and responsibilities of each of the parties; and, stating the purposes, powers, rights, objectives and responsibilities of each of the parties; and,

WHEREAS, 5 ILCS 220/5 provides that:

"Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN COUNTY AND ETSB AS FOLLOWS:

1. The purpose of this Agreement is to set forth the relative rights and responsibilities of County and ETSB in conjunction with the implementation of Emergency Service within Effingham County. It is understood that the 9-1-1 system for Effingham County shall consist of two primary Public Service Answering Points (hereinafter referred to as "PSAPs"), one to be located at the City of Effingham Police Department and one to be located at the Effingham Sheriff’s Department. Each PSAP shall serve as an emergency backup for the other system.

2. County agrees, in order to assist ETSB in the implementation of 9-1-1 Emergency Services, to the following:

   a. County shall provide to ETSB office space in the Effingham County Office Building located at 101 North Fourth Street, Effingham, Illinois. Such space shall be sufficient to provide the space required to establish a Public Service Answering Point at such location.
b. County shall make available to ETSB the existing telecommunications equipment being utilized by the Effingham County Sheriff’s Department.

c. County shall provide personnel at such location in a number sufficient to meet the needs of staffing the 9-1-1 system. County shall be responsible for the hiring, compensation, disciplining and discharge of such personnel.

d. County shall make available to ETSB its existing telecommunications tower located at the Effingham County Office Building at 101 North Fourth Street, Effingham, Illinois.

3. ETSB agrees as follows:

a. ETSB shall be responsible for all costs associated with the remodeling, renovating and furnishing of the spaces to be provided by County pursuant to Paragraphs above.

b. ETSB shall bear the cost of and be responsible for the training of dispatchers, which shall specifically include the costs of such dispatchers attending 9-1-1 training seminars and conferences. Such training will be provided for both existing and newly hired personnel.

c. ETSB shall bear the cost of and be responsible for all necessary upgrades of the equipment to be provided by County pursuant to Paragraphs 2b and 2c above, and ETSB shall purchase such additional equipment as may be required for the implementation and operation of a 9-1-1 Emergency System.

ETSB shall further be responsible for all ongoing costs of maintenance, service agreements, and system upgrades for each system, including the replacement of equipment as required from time to time.

d. ETSB shall bear the cost of and be responsible for the purchase and ongoing upgrades to 9-1-1 related software which may be required to operate the systems of County.

e. ETSB shall annually pay to County the sum of:

- $86,700.00 (2016)
- $89,300.00 (2017)
- $91,980.00 (2018)
- $93,820.00 (2019) + 2% each year

Additional years (if renewal option accepted) +2% each year
to compensate County for the assistance being rendered by each agency in accordance with Paragraph 2 above.

f. ETSB shall bear the cost of and be responsible for any improvements, replacement or construction of telecommunications towers required for the system and shall specifically be responsible for any ongoing expenses associated with the utilization of the tower being furnished to ETSB by Effingham County.

4. The Parties agree as follows:

a. The term of this Agreement shall be for a period of four (4) years with additional three (3) year renewal option.

b. To a reopener of the Agreement to allow any entity cause to open discussion of Agreement terms, if substantial changes warrant.

c. If any provisions of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given affect without the invalid provision.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and have attached hereto a copy of the resolution or ordinance authorizing the appropriate official to execute this Agreement.

COUNTY OF EFFINGHAM

By: [Signature]
James Niemann, Chairman Effingham County Board

Date: October 19, 2015

ATTEST: [Signature]
Kerry J. Hirtzel, Effingham County Clerk

EFFINGHAM COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: [Signature]
Nick Althoff, Chairman

Date: October 23, 2015

ATTEST: [Signature]
Joyce A. Worman, Its
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the County of Effingham (hereinafter referred to as “County”) has, pursuant to 50 ILCS 750/1 et seq., passed an ordinance establishing a county wide 9-1-1 system and creating an Effingham County Emergency Telephone System Board (hereafter referred to as “ETSB”); and,

WHEREAS, the City of Effingham (hereinafter referred to as “City”) has been requested by representatives of ETSB to provide certain assistance in the implementation of 9-1-1 services for the City of Effingham; and,

WHEREAS, the governing boards of City and the ETSB have determined that it would be in the best interest of the citizens of Effingham to enter into an agreement fully stating the purposes, powers, rights, objectives and responsibilities of each of the parties; and, stating the purposes, powers, rights, objectives and responsibilities of each of the parties; and,

WHEREAS, 5 ILCS 220/5 provides that:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN CITY AND ETSB AS FOLLOWS:

1. The purpose of this Agreement is to set forth the relative rights and responsibilities of City and ETSB in conjunction with the implementation of Emergency Service within Effingham County. It is understood that the 9-1-1 system for Effingham County shall consist of two primary Public Service Answering Points (hereinafter referred to as “PSAPs”), one to be located at the City of Effingham Police Department and one to be located at the Effingham Sheriff’s Department. Each PSAP shall serve as an emergency backup for the other system.

2. City agrees, in order to assist ETSB in the implementation of 9-1-1 Emergency Services, to the following:

a. City shall provide to ETSB office space in the northerly section of the existing City Police Station located at 206 East Section, Effingham, Illinois.
Such space shall be sufficient to provide the space required to establish a Public Service Answering Point at such location.

b. City shall make available to ETSB the existing telecommunications equipment being utilized by the City Police Department.

c. City shall provide personnel at such location in a number sufficient to meet the needs of staffing the 9-1-1 system. City shall be responsible for the hiring, compensation, disciplining and discharge of such personnel.

3. ETSB agrees as follows:

a. ETSB shall be responsible for all costs associated with the remodeling, renovating and furnishing of the spaces to be provided by City pursuant to Paragraphs above.

b. ETSB shall bear the cost of and be responsible for the training of dispatchers, which shall specifically include the costs of such dispatchers attending 9-1-1 training seminars and conferences. Such training will be provided for both existing and newly hired personnel.

c. ETSB shall bear the cost of and be responsible for all necessary upgrades of the equipment to be provided by City pursuant to Paragraphs 2b and 2c above, and ETSB shall purchase such additional equipment as may be required for the implementation and operation of a 9-1-1 Emergency System.

ETSB shall further be responsible for all ongoing costs of maintenance, service agreements, and system upgrades for each system, including the replacement of equipment as required from time to time.

d. ETSB shall bear the cost of and be responsible for the purchase and ongoing upgrades to 9-1-1 related software which may be required to operate the systems of City.

c. ETSB shall annually pay to City the sum of:

$86,700.00 (2016)
$89,300.00 (2017)
$91,980.00 (2018)
$93,820.00 (2019) + 2% each year

Additional years (if renewal option accepted) +2% each year
to compensate City for the assistance being rendered by each agency in accordance with Paragraph 2 above.

f. ETSB shall bear the cost of and be responsible for any improvements, replacement or construction of telecommunications towers required for the system and shall specifically be responsible for any ongoing expenses associated with the utilization of the tower being furnished to ETSB by Effingham County.

4. The Parties agree as follows:

a. The term of this Agreement shall be for a period of four (4) years with additional three (3) year renewal option.

b. To a reopener of the Agreement to allow any entity cause to open discussion of Agreement terms, if substantial changes warrant.

c. If any provisions of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given affect without the invalid provision.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and have attached hereto a copy of the resolution or ordinance authorizing the appropriate official to execute this Agreement.

CITY OF EFFINGHAM

By: ________________________________
    Jeff T. Bloemker, Mayor

Date: ________________________________

ATTEST: ________________________________
    Kelsey R. Lock, City Clerk

EFFINGHAM COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: ________________________________
    Nick Althoff, Chairman

Date: Nov 9 2015

ATTEST: ________________________________
    Its
ENHANCED 9-1-1 SERVICES AGREEMENT

This Enhanced 9-1-1 Services Agreement (the "Agreement") is entered into this 15 day of March, 2017 by and between Communications Venture Corporation d/b/a INdigital telecom, an Indiana corporation ("INdigital") and Effingham County Illinois 9-1-1 acting by and through Effingham County 9-1-1 with authority as designated. INdigital and Effingham County 9-1-1 may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Effingham County 9-1-1 manages and operates the County wide enhanced emergency telephone system within Effingham 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, Effingham 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 Effingham County 9-1-1 as provided in Section 3.02 of this Agreement.
1.02. "Deficiency Notice" is defined as the notice from Effingham 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 Effingham County 9-1-1's facilities located at 101 N. 4th Street, Effingham IL 62401 and 206 E. Section Avenue, Effingham IL 62401 and other locations as determined by Effingham County 9-1-1.

1.06. "Installation Notice" is defined as the notice from INdigital to Effingham 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 Effingham 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 Effingham County 9-1-1 that the Services provided for under Section 4 of this Agreement are available for use by Effingham 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. **Term; Early Termination; Payment Terms.**

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 (1) 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 Effingham County 9-1-1.** This Agreement may be terminated during the Term by Effingham County 9-1-1, without cause, upon not less than ninety (90) days written notice to INdigital; provided, however, the Effingham 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 Effingham County 9-1-1 for any Termination Charges, which shall be due and payable within thirty (30) days after invoice.

2.03. **Regulatory Requirements.** If the Federal Communications 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 Effingham 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 Effingham County 9-1-1, Effingham 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. **Payment Terms.** 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) Selective Routing (SR) and Selective Routing Database (SRdB). 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) Default Routing. 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 Effingham County 9-1-1.

(v) **Emergency Routing** and/or **Alternative Service Routing**. 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) **Call Transfer.** 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. **Fixed Transfer** transfers to another PSAP or desired destination by
   pushing preset button on the PSAP terminal equipment.

2. **Manual Transfer** transfers to another PSAP or desired destination by
dialing the PSAP or desired destination’s telephone number.

3. **Automatic Transfer** 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) **ALI Lookup.** 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 Effingham 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 Effingham 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 Four Thousand Four Hundred Sixty-eight Dollars and Twenty-three Cents ($4,468.23) 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 accordance with the arbitration provision of this Agreement.

4.04. **Third Party Service Charges.** Unless specifically listed on Exhibit C, 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 **Master Street Address Guide.** Within ten (10) days after the Effective Date, the County shall provide INdigital with the location of PSAPs within Effingham 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. Effingham 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 re-established.

6. Warranties; Disclaimer.

6.01. Warranties. INdigital represents and warrants to Effingham 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. Disclaimer of Warranties. OTHER THAN THE WARRANTIES SET FORTH HEREIN, INDIGITAL MAKES NO WARRANTY TO EFFINGHAM 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 EFFINGHAM COUNTY 9-1-1. FOR PURPOSES OF THIS SECTION, THE TERM "INDIGITAL" SHALL BE DEEMED TO INCLUDE INDIGITAL, ITS OFFICERS, AGENTS AND EMPLOYEES.

7. **Limitation of Liability; Indemnification.**

7.01. **Limitation of Liabilities; Indemnification.**

(i) EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL INDIGITAL BE LIABLE TO EFFINGHAM 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. EFFINGHAM COUNTY 9-1-1 AGREES THAT INDIGITAL'S TOTAL LIABILITY TO EFFINGHAM 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, OMISSIONS, 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 Effingham County 9-1-1.

7.02. **Indemnification.** INdigital shall defend and hold Effingham County 9-1-1 harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of Effingham 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. **General Provisions.**

8.01. **Independent Contractor.** 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. **Waivers.** 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 Effingham 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 Parties 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
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.
8.12. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of INdigital and Effingham 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 Effingham 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 Effingham 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 Effingham 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, Effingham County 9-1-1 may terminate this Agreement on thirty (30) days written notice to INdigital. In such event, Effingham 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 Effingham County 9-1-1 under this Agreement. INdigital and Effingham 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 Illinois 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 Effingham 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.

Effingham County 9-1-1

Acting by and through its Emergency Telephone System Board

By Nicholas H. Getzloff
MARCH 15, 2017
CHAIRMAN

Communication Venture Corporation
d/b/a INdigital Telecom

By

[Signature]
EXHIBIT B

Network Configuration

See Effingham County, IL

Proposed Trunking Diagram
January 5, 2017

Please return the following form with any changes or updates to be filed for call handling agreements specified in the 83 Illinois Administrative Code Part 1325, “Standards of Service Applicable to 9-1-1 Emergency Telephone Systems, Section 1325.215(c) "Records and Reports".

The updated form can be mailed, faxed, emailed or dropped off to me.

Respectfully,

Jodi L. Moomaw
911 Systems Manager
Effingham County 911
206 E Section, Effingham IL.
217-342-5327 (office)
217-347-0798 (fax)
Effingham County 911 Emergency Telephone System Board
Call Handling Agreement
PO Box 6009
Effingham, IL 62401

Call Handling Agency:

Primary 24/7 phone for your department:

Secondary: (Leads, Radio Frequency, phone number, etc.)

Department Head or Designee:

Mailing Address:

Physical Address:

Department Email:

Signature: ___________________________ Date: ________________
AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) Offium County 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Fayette County ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 618-283-2141 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: LEADS 911 (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.

Coffey County ETSB Fayette County ETSB
9-1-1 Authority Public Safety Agency
By John L. Meares By
Title System Administrator Title 911 Coordinator

20
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) Coles - Moultrie 911, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Coles - Moultrie 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 217-258-1150 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 217-345-0060 (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.

Effingham County ETSB  Coles - Moultrie 911
9-1-1 Authority Public Safety Agency

By John W. Moore By
Title System Administrator Title Director

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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)

______________ County E-911______, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) _________ Cumberland County E-911 _________ receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: ____________ 217 - 849-2571 _______ (State Specific Procedures if radio frequency-identity number, if talk group-identity name, if telephone-identity telephone number)

Secondary: Mabastalk group ITAPN _______ (State Specific Procedures if radio frequency-identity frequency number, if talk group-identity 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.

__________________________  __________________________
Cumberland County E-911 ETSB Cumberland County E-911 ETSB
9-1-1 Authority Public Safety Agency

By ________________________  By ________________________
John L. Done, Mowart  Donna Olmstead
Title System Administrator  Title Coordinator

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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) Christian-Shelby Joint Board for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Christian-Shelby 9-1-1 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Telephone (217) 824-9901 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Starcom MABAS talk group (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Third: LEADS CDC/CJT

AID OUTSIDE JURISDICTIONAL 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.

9-1-1 Authority
By
Title

Christian-Shelby Joint ETSB
Public Safety Agency
By
Title

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