911 GENERAL INFORMATION

DATE:

Type of Waiver: [ ] Public Safety [ ] Economically Unreasonable [ ] Technically Infeasible

Time frame to become compliant for consolidation: July 2021

Current System Name: Henry County E.T.S.B.
9-1-1 System Provider: Geneseo Communications
Population Served: 49,860
Land Area in Sq Miles: 826

PSAPs Located within Existing System:

<table>
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<tr>
<th>Primary</th>
<th>Secondary</th>
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<tbody>
<tr>
<td>Henry County Sheriff’s Office</td>
<td>X</td>
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<td>Kewanee Police Department</td>
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<td>Geneseo Police Department</td>
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911 System Coordinator: Director Jon R. Creemeens
Street Address: 311 W Center St
City, State and Zip Code: Cambridge, IL 61238
Office Telephone: (309) 667-2835
Cellular Telephone: (309) 368-9555
Email: e911@henrycty.com

Please check if applicable:

- [ ] NG9-1-1 capable
- [ ] Receive 9-1-1 Text
- [ ] Receive 9-1-1 Video

Wireless Coverage for Consolidated System:
- 100% Phase II compliant
- 100% Phase I compliant
VERIFICATION

I, Jon R. Cremeens, Director of Henry County Enhanced 911 System, first being duly sworn upon oath, depose and say that I am

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.

Jon R. Cremeens

Subscribed and sworn to before me

this 17 day of June, 2016.

Kelly J. Vincent

NOTARY PUBLIC, ILLINOIS
Request for Waiver from PSAP Consolidation or Forming a Joint ETSB Consolidation

System Name: Henry County E.T.S.B.

System Address: 311 W Center St, Cambridge, IL 61413

System Contact: Director Jon Cremerens

Contact Number: 309-368-9555

List and attach documentation to support the waiver request. Requestor should include any financial analysis, strategic plans, equipment replacement schedules, etc. to support this waiver request.

1. 

2. 

3. 

4. 

5. 

6. 

Narrative:

The Henry County E9-1-1 System is designed with 3 PSAP's, Henry County Sheriff's Office, Kewanee Police Department and the Genesee Police Department. 9-1-1 calls and data can automatically roll over to each PSAP, if not answered within 3 rings. Calls that are routed to the Sheriff's Office, if unanswered within 3 rings, will then automatically roll over to the Genesee PSAP, where they can answer and dispatch the call, if they are busy and unable to answer the call within 3 rings, then the call and data, automatically rolls over to the Kewanee PSAP, where they can answer the call and dispatch any emergency service through out the County. If a 9-1-1 call originates at the Genesee PSAP, and they are unable to answer the call, within 3 rings, then the caller and data automatically rolls over to the Sheriff's Office PSAP, where they can answer and dispatch the call. If the Sheriff's Office positions are busy, then after 3 rings, the caller and data will automatically roll over to the Kewanee PSAP, where they can answer the call and dispatch any emergency service in the County. If a 9-1-1 call originates in Kewanee at the PSAP and they are unable to answer the call within 3 rings, the caller and data will automatically roll over to the Sheriff's Office PSAP, if those positions are busy, then the caller and data, would roll over to the Genesee PSAP, where the call can be answered and emergency services dispatched. Theoretically, 9-1-1 calls with data, can automatically continually to roll over between the 3 PSAP's until the call is answered.

There are a total of seven answering positions within the Henry County system. The Henry County Sheriff's Office has 3 positions, the Genesee Police Department has 2 positions and the Kewanee Police Department has 2 positions.

In 1968, the Genesee Police Department was the first agency in the State of Illinois and the second in the United States, to accept basic 9-1-1 calls. They have a long running history of dealing with 9-1-1 and the technology changes over the years.

The Henry County ETSB is requesting to continue with three PSAP's within their system, and is offering to pay for the networking charges, for the third PSAP (Genesee PD), in order to leave the Genesee PSAP open. By the requirements, Henry County is to alleviate one of the PSAP locations, but with the ETSB's, offer to pay networking expenses for the third PSAP, that would save the State money, and would allow the Henry County system to continue with the current redundancy and superior level of service for the citizens of Henry County and those individuals, who travel through Henry County, along one of the three major interstates, that cross and intersect within the County.
The Henry County E.T.S.B. had provided several NG 911 Vendors with an RFP and the successful vendor was chosen, contract signed and a down payment of $115,237.44, was made on July 1st, 2015. The rest of the payment of $115,237.44, will be paid, once the system is operational and accepted. The total cost of the NG911 equipment and maintenance will be $248,028.62. The procurement of this agreement with the vendor was made prior to the new State 911 enhancements.

The Henry County E.T.S.B. is financially sound, with the May Financial Report showing a balance of $843,490.50 in the coffers. The Henry County E.T.S.B., only pays for required equipment and training, pertaining to the answering and dispatching of 9-1-1 calls, throughout Henry County and those areas outside of the County, as per plan. All dispatcher salaries and benefits, are paid by the individual PSAP locations, Henry County Sheriff's Office, Kewanee Police Department and the Genesee Police Department.

Please consider that we are somewhat special in the way we operate, we have a lot of local support that reduces the costs to everyone. Henry County has been solvent and efficient from the start of our system in 1992. We take great pride in our operation and in our administration from the very beginning.

Henry County has always put away funds for future development and capital investments. We consulted, engineered, and developed an operating enhanced 911 system that we all could rely on. Taking away one of our PSAP's would increase life safety issues for our first responders and the public we protect. If it is a money issue about keeping all three PSAP's operating, I believe we addressed this issue, we would cover all costs, associated with our third PSAP.

From a Technical standpoint, it is imperative that Henry County 911 retain all of our current PSAP's. The Genesee Police Department PSAP is integral to our future. That particular dispatch center is located within very close proximity (directly across the street) of our main points of demarcation of service from Genesee Telephone Company. This PSAP along with our other two, allow us a triangular pattern network which provides routing redundancy in case of outages. Our data traffic can be re-routed in order to provide optimal up-time in Henry County as a whole. For example, if we experience any type of outage between Genesee and Cambridge, we can re-route from Genesee to Kewanee to Cambridge. If our outage is between Kewanee and Genesee, we can re-route from Kewanee to Cambridge to Genesee. This network redundancy is currently in place and utilized. The loss of the Genesee PSAP location would prohibit the added system redundancy between Cambridge and Kewanee.

Our long-term plan includes the plan to regionalize our system with several other counties in West Central Illinois. The long-term plan includes utilizing the Genesee Police Department PSAP as one of our two main data centers, with the other center being over 80 miles away in order to provide a geo-diverse system. By continuing with the technological infrastructure at our current PSAPs, Henry County will be able to provide future system redundancy, not only from the two, geo-diverse data centers, but also within the private IP Network. The Genesee PSAP provides Henry County and the future regional system with added network redundancy over more than one primary service provider, which we feel is of utmost importance since many of the counties within this regional system are already struggling with outages due to grossly aged infrastructure from their existing providers. Henry County has already built this private IP network looking to the future needs of the regional system.

Bullet points to consider:

- Genesee PSAP first city in Illinois to become basic 911 in 1968
- All three PSAP's completely redundant that backs each other completely
- All three PSAP's hosting agencies pays for their own dispatchers, wages and benefits
- ETSB will pay all networking and trucking for the Genesee PSAP at NO COST to the State of Illinois
- Genesee Communications is located across the street from the PSAP
- Henry County Sheriff PSAP is the MABAS primary dispatch center for four Counties (Henry, Rock Island, Mercer and Stark Counties)
- Much higher risk accepting and handling high level Homeland Security infrastructure
  Communication Centers, Lock & Dams, Three major interstate Highways, Nuclear Plant,
  Heavy Industry, Pipelines and three major Rail Roads, one with passenger service
- With the three PSAP's that are currently functioning, we will always have a backup.
  In our terms it's like having three PSAP's, for almost the price of two
- 5 year plan of regionalizing county dispatch centers in west central Illinois with fiber ring and redundant routers
HENRY COUNTY EMERGENCY 911 FUND

May 2016

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THOMAS J WESTON

JOHN SWAN
RESOLUTION NO. R-16-148

A RESOLUTION IN SUPPORT OF MAINTAINING THE CITY OF GENEOSE 911 CENTER

WHEREAS, the City Council has discussed and reviewed the Illinois 50ILCS 750/15.4a Consolidation of Illinois 911 Authorities Pursuant to Public Act 99-0006; and,

WHEREAS, Chief Piotrowski has informed the City Council that it was discussed at a Henry County 911 Board meeting that the Geneseo Dispatch Center may be the one closed due to the consolidation law, however this has never been formally voted on; and,

WHEREAS, Chief Piotrowski has informed the City Council that on March 22, 2016 at the Henry County 911 Board meeting that a motion was made, seconded and approved to retain all three current 911 centers; and,

WHEREAS, the City Council believes the Henry County 911 Board should gather additional information prior to determining the best location, if any, that should be closed; and,

WHEREAS, the City Council believes that the types of questions that should be answered are as follows: How was it informally determined that Geneseo is the best location of the current 3 locations to be closed? If a site is closed, how does the current staff at that site maintain employment with another site, if at all? What is the appropriate level of staffing of the remaining two sites? What physical changes need to be made at the two remaining sites to be properly staffed? What are the costs affiliated with the three current sites such as connectivity to a fiber ring? If there are additional costs incurred at the two remaining sites, who will bear those expenses? Has there been a cost analysis completed to determine which of the three sites should close versus simply choosing one?

WHEREAS, the City Council of Geneseo believes strongly that the Geneseo 911 Dispatch Center is valuable to Henry County and should be seriously considered as one of the two or three sites that will remain open; and,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEOSE, HENRY COUNTY, ILLINOIS AS FOLLOWS:

The City Council would request that additional research be done regarding the future of all three 911 Dispatch Centers in Henry County, that regular communication occur regarding this law change between the City and County, and that the Henry County 911 Board take serious consideration to the City’s request to maintain the Geneseo Dispatch Center in the future.

This Resolution shall be in effect upon its adoption by the City Council of the City of Geneseo and its approval by the Mayor.


Kathy Carroll-Duda, Mayor

Loretta K. Phlypo, City Clerk
## INVOICE

**Sold to:**
Henry County ETSB  
sales@cremesens.com  
311 West Center Street  
Cambridge, IL 61238

**INdigital telecom**  
1616 Directors Row  
Fort Wayne, IN 46808

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| tax |  |
| amount due (50%) | $104,285.10 |

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**make all checks payable to:**  
INdigital telecom  
1616 Directors Row  
Fort Wayne, IN 46808

**Invoice number:** 1507-1304  
**Invoice date:** 13-Jul-2015  
**Terms:** 30  
**Sales Rep:** Eric Hartman

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For any questions about this invoice, please call: 260-469-2010

---

*Signature*

_John [Signature]_  
7/21/15
Sold to:
Henry County ETSB
attn: Jon Creemens
311 West Center Street
Cambridge, IL 61228

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**purchase agreement total amount**

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make all checks payable to:
INDigital telecom
1616 Directors Row
Fort Wayne, IN 46808

for any questions about this invoice
please call: 260-469-2010

[Signature] 7/31/15
ENHANCED 9-1-1 SERVICES AND
EQUIPMENT PURCHASE / MAINTENANCE AGREEMENT

This Enhanced 9-1-1 Services and Equipment Purchase/Maintenance Agreement (the “Agreement”) is entered into this 14th day of July, 2015 by and between Communications Venture Corporation d/b/a INdigital, an Indiana corporation (“INdigital”) and the Henry County, IL ETSB. INdigital and the ETSB may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the ETSB manages and operates the countywide enhanced emergency telephone system within Henry 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, the ETSB desires to purchase equipment 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 the Equipment is deemed accepted by the ETSB as provided in Section 3.02 of this Agreement.

1.02. “Deficiency Notice” is defined as the notice from the ETSB to INdigital that a defect or deficiency with the Equipment exists as provided for under Section 3.02 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 listed on the attached Exhibit A.

1.05. "Facility" is defined as the ETSB's facilities located at 311 West Center St., Cambridge, IL 61238 and other locations as determined by the ETSB.

1.06. "Installation Notice" is defined as the notice from INdigital to the ETSB 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. "MRC" is defined as the monthly recurring charge for the Services as provided for under Section 4.03 of this Agreement.

1.09. "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.

1.10. "Primary PSAP" is defined as the location to which an enhanced 9-1-1 emergency call will first be selectively routed.

1.11. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by the ETSB 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 3.01 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.

1.14. "Schedule" is defined as the schedule contained on the attached Exhibit C.
1.15 “Service Commencement Date” is as defined as the date on which INdigital notifies the ETSB that the Services provided for under Section 4 of this Agreement are available for use by the ETSB.

1.16. “Services” are defined as the Enhanced 9-1-1 Services provide by INdigital as defined in Section 4.01 of this Agreement.

1.17. “Specifications” are those specifications contained in the attached Exhibit B.

1.18. “Term” is as defined in Section 2.01 of this Agreement and includes any renewal terms.

1.19. “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 7 years commencing on the 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 the ETSB puts in writing of its intent to renew at least ninety (90) days prior the then current term.

2.02. **Early Termination by ETSB.** This Agreement may be terminated during the Term by the ETSB, without cause, upon not less than ninety (90) days written notice to INdigital; provided, however, the ETSB shall be liable to INdigital for the following Termination Charges:

(i) The Purchase Price to the extent not previously paid;

(ii) The Installation Charge to the extent not previously paid;

(iii) Any Maintenance Fees chargeable through the effective date of Termination;

(iv) Any other charges owed INdigital hereunder accruing prior to the effective date of termination; and

(v) Any third party cancellation charges incurred by INdigital as a result of the ETSB’s early termination of this Agreement.
INdigital shall invoice the ETSB 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 of 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 the ETSB shall not be liable for any Early Termination Charges hereunder, except any non-recurring fees INdigital incurs from other suppliers in connection with termination of the Agreement and 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 the ETSB, the ETSB 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 ETSB for all amounts due and owing INdigital under this Agreement. Unless otherwise provide in this Agreement, all invoiced amounts shall be due and payable within thirty (30) days after the receipt of invoice. All payments shall be made to INdigital at the Payment Address.

3. **Equipment Purchase and Installation.**
3.01. **Equipment Purchase.** The ETSB hereby agrees to purchase the Airbus Vesta 911 and INdigital texTTY equipment and services from INdigital for the sum of Two hundred Thirty thousand Four hundred and Seventy Four dollars and Eighty-Eight cents ($230,474.88) (the “Purchase Price”). The ETSB shall pay INdigital the Purchase Price as follows:

(i) Fifty percent (50%) of the Purchase price within five (5) days after execution of this Agreement by both parties;

(ii) Fifty percent (50%) of the Purchase Price within five (5) business days after the Acceptance Date.

3.02. **Equipment Installation.** INdigital agrees to install the Equipment in a workmanlike manner, consistent with the manufacturer’s instructions and the specifications attached hereto as Exhibit B (the “Specifications”) at the Facility or Facilities specified by the ETSB no later than the dates as indicated on the Schedule. Upon completion of the Equipment installation, INdigital shall notify the ETSB in writing that the Equipment has been installed and is ready for use (the “Installation Notice”), whereupon the ETSB shall have ten (10) days to test the Equipment and notify INdigital in writing of any defect or deficiency in the Equipment that does meet the Specifications (a “Deficiency Notice”). INdigital shall promptly cure any reported defect or deficiency in a timely manner and then issue the ETSB a new Installation Notice. If the ETSB does not issue a Deficiency Notice to INdigital within ten (10) days after receipt of an Installation Notice, then the Equipment shall be deemed to meet the Specifications and to have been accepted by the ETSB upon such tenth day (the “Acceptance Date”).

3.03. **Equipment Facilities.** The ETSB agrees to provide at all times during the Term climate controlled facilities at the Facility for the proper installation and operation of the Equipment in accordance with the manufacturer’s specifications. The ETSB shall provide all necessary heat, A/C and electricity where the Equipment is located within the Facility for proper operation of the Equipment. In addition to the foregoing, the ETSB shall install or caused to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under this Agreement.

3.04. **Equipment Preventative Maintenance.** After the warranty term, INdigital shall provide preventative maintenance services on the Vesta Prime per seat licenses and Sound Arbitration Modules (SAM’s) for all three sites for a period
of one (1) year for the Equipment in accordance with the manufacturer’s specifications for a fee of Fourteen thousand Five hundred Fifty Three dollars and Seventy Four cents ($14,553.74) to be paid by the ETSB as follows:

(i) One hundred percent (100%) of the Purchase Price within five (5) business days after the Acceptance Date.

3.05. **Equipment Emergency Maintenance.** In the event the Equipment malfunctions or fails to operate, the ETSB shall promptly notify INdigital. INdigital repair personnel will be available to handle any incidences of trouble on a 24 hour a day basis. For all other matters not related to an automatic surveillance incident, INdigital will respond with a resolution to any ETSB initiated trouble report within 2 hours, subject to these terms and conditions. INdigital shall timely respond to any such emergency maintenance requirement and shall use diligence efforts to restore the Equipment to operation as soon as possible. During such emergency maintenance event, INdigital will keep the ETSB informed of the status of its maintenance efforts at least every 30 minutes until the Equipment is restored to operation.

If the emergency maintenance event is determined by INdigital to be caused by the ETSB, its agent or any party not authorized by INdigital and not to be the result of any failure on its part to provide preventative maintenance services as required by the manufacturer of the Equipment the ETSB shall pay INdigital for such services at its then current maintenance time and material rates, which rates may be changed by INdigital from time to time upon not less than thirty (30) days prior notice to the ETSB. INdigital’s time and material rates as of the date of this Agreement are identified on the attached **Exhibit D**.

3.06. **Facilities Access.** INdigital shall be provided access at any reasonable time to the Facility and to the PSAP locations where INdigital provides the Services. The ETSB shall provide INdigital with access to the Facility where the Equipment is located 24 hours per day, seven days per week. INdigital will comply with the ETSB’s rules and regulations for access to the Facility and with the PSAP’s rules and regulations for access to the PSAP locations.

4. **Enhanced 9-1-1 Services.**

4.01. **Third Party Service Charges.** Unless specifically listed on **Exhibit E**, 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.

4.02. **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 ETSB’s 9-1-1 director or authorized designee and INdigital. The ETSB’s 9-1-1 director is that person assigned by the ETSB 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 ETSB and be formalized by an addendum or modification of this Agreement.

5. **ETSB Responsibilities.**

5.01. **Suitability of Environmental Space for 9-1-1 Equipment.** The ETSB, 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 ETSB 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.

6. **Warranties; Disclaimer.**

6.01. **Warranties.** INdigital represents and warrants to the ETSB 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 THE ETSB 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 THE COUNTY. 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 THE ETSB 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. ETSB AGREES THAT INDIGITAL’S TOTAL LIABILITY TO COUNTY 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 OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.
(ii) The Services and the services 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 the ETSB. In the event of any interruption of the Services, neither INdigital, operating as a telephone utility / exchange provider, nor its officers, directors, employees and agents shall be liable for any injuries, death, or loss to person or property incurred by any person.

In addition to the foregoing and to the fullest extent permitted by law, INdigital and its employees, directors, offices, and agents shall not be liable for any damages for injuries, death or loss to persons or property as a result of any act or omission of INdigital or its employees, directors, offices, and agents in connection with the provision of the Services hereunder, including, but not limited to developing, adopting, implementing, maintaining, providing data to, or operating an enhanced emergency telephone system, including an emergency telephone notifications system, or an enhanced wireless 911 service. The ETSB agrees to indemnify, defend and hold INdigital, its employees, directors, offices, and agents harmless from and against all such claims.

7.02. **Indemnification.** To the extent permitted by law, the parties to this Agreement will defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party.

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 ETSB contained in this Agreement, including, but not limited to the ETSB’s obligations to pay 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) 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) disclosed to the receiving Party without restriction on disclosure by a person who has the lawful right to disclose the information; or (iv) 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 with prompt written notice of such requests and the receiving Party shall make a reasonable effort 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 scope of disclosure.

(iii) Each Party acknowledges that its breach or threatened breach of this Section shall cause the disclosing Party irreparable harm that would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving Party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the disclosing Party may be entitled.
(iv) 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. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, excluding its conflict of law provisions.

8.09. **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 assignment 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.

8.10. **Notices.** All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, or overnight delivery and shall be deemed delivered three days after mailing if mailed by regular mail. All notices shall be addressed as follows, or to such other address as each of the Parties may notify the other.
If to INdigital:

INdigital Telecom
ATTN: Contract Administration
1616 Directors Row
Fort Wayne, IN 46808
FAX: 260 – 469 – 4329

If to the ETSB:

Henry County ETSB
311 West Center St.,
Cambridge, IL 61238

8.11. **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.

8.12. **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 Communications 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 IURC tariffs or other rules and regulations of the Indiana Utility Regulatory Commission, and all applicable federal and state and local laws.
8.13. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of INdigital and the ETSB, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including end-users.

8.14. **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 the ETSB.

8.15. **Severability.** The illegality of 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.

8.16. **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.

8.17. **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 Henry County ETSB and qualified under the Indiana Rules of Alternative Dispute Resolution. The parties hereto agree that time is of the essence hereunder and, as such, to set a mediation hearing 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.

8.18. **Annual Availability of Funding** In the event that ETSB is not able to obtain funding, after affirmatively requesting such funding, for any sums due INdigital in accordance with this Agreement, the ETSB may terminate this Agreement on thirty (30) days written notice to INdigital. In such event, the ETSB 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 the ETSB under this
Agreement. INdigital and the ETSB understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

8.19 **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 no the law of conflicts) of the State of Illinois. Courts of competent authority located in Henry County 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.

Henry County ETSB

Communication Venture Corporation
d/b/a INdigital Telecom

By

7/1/2015

Jon Whirledge, CFO
Schedule of Exhibits:

Exhibit A – List of Equipment and Software
Exhibit B – Specifications
Exhibit C – Installation Schedule
Exhibit D – Time and Material Rates
Exhibit E – Equipment and Network Configuration
Exhibit F – Price List