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

State of Illinois

Application for
9-1-1 Modification Plan
# 911 GENERAL INFORMATION

**DATE:**

<table>
<thead>
<tr>
<th>Type of Change:</th>
<th>Long Form Modification Plan</th>
<th>Short Form Modification Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current System Name:</td>
<td>Putnam County Enhanced 9-1-1 System</td>
<td>Population Served</td>
</tr>
<tr>
<td></td>
<td>6,250</td>
<td>178</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List PSAPs:</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Putnam County Sheriff’s Office</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

911 System Contact: Lynn A. Haage  
Street Address: 120 N. 4th Street  
City, State and Zip Code: Hennepin, IL 61327  
Office Telephone: (815) 925-7084  
Cellular Telephone: (815) 678-7185  
Email: lhaage@putnamcountysheriff.com

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

Please check if applicable:  
X NG9-1-1 capable  
X Receive 9-1-1 Text  
Receive 9-1-1 Video
VERIFICATION

I, Lynn A. Haage, first being duly sworn upon oath, depose and say that I am 9-1-1 Coordinator, of Putnam County Enhanced 9-1-1 System; 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.

"OFFICIAL SEAL"
Deborah L. Cadwallader
Notary Public, State of Illinois
My Commission Expires December 19, 2018

Lynn A. Haage

Subscribed and sworn to before me

this ___ day of June, 2018.

Deborah L. Cadwallader
NOTARY PUBLIC, ILLINOIS
June 7, 2016

(Date)

Bill Parr

(9-1-1 System Provider Company Representative)

Geneseo Communications

(9-1-1 System Provider Company Name)

111 E 1st Street

(Street Address)

Geneseo, IL 61254

(City, State, Zip Code)

Dear Mr. Parr:

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,

[Signature]

(Name) Lyn A. Haage

(Title) 9-1-1 Coordinator

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:

Putnam County is currently utilizing Frontier Communications as their 9-1-1 Service Provider. Putnam County will be switching from Frontier Communications to Geneseo Communications as their 9-1-1 Service Provider. Geneseo Communications will be providing two redundant ESRP's that are capable of providing IP based (Next Generation) 9-1-1 selective routing and call delivery which are located in the Geneseo Central Office and the Cambridge Central Office. There are two Legacy Network Gateway's (LNGs) that are located at each ESRP site for carriers to connect their trunks for carrying 9-1-1 traffic to Putnam County. The 9-1-1 network will be IP based from the Geneseo ESRP's to the PSAP and is fully redundant. Putnam County will be transferring their 911 database storage from Frontier to Geneseo Communications. Geneseo Communications will be providing a hosted NG911 database storage device using INdigital telecom's NG911 database. Geneseo Communications will also provide 911 database processing services. Wireless and VOIP calls will continue to use their 3rd party database providers for location information as they do today.

Putnam County has also purchased a hosted Customer Premise Equipment solution from INdigital. The hosted controller is located within the Geneseo Central Office. There will be 9-1-1 call taking positions that work off of the controller located at the PSAP. The backup for the controller is an INdigital MEVO server that is located in the Cambridge Central Office, with MEVO phones located at the PSAP. Other counties in the area may also use the hosted controller.

The new network follows NENA I3 standards and protocols with the exception of geospatial call routing which is still under development within the industry. Once geospatial call routing is available, this service will be utilized as well.

The network meets the FCC diversity and redundancy requirements for 9-1-1. The network is diverse and redundant between the ESRP's and the PSAP.

Geneseo Communications has notified and requested that all carriers install new SS7 or SIP trunks to each LNG/ESRP. CLLI codes have been assigned and the carriers are in the process of installing new trunks to the ESRP's. The carriers have all provided TN loads and are providing daily updates to INdigital for the new 9-1-1 database. The new database service will be converted at the time of cutover. Geneseo Communications is holding regular project calls with all carriers to coordinate the installation of the new trunks and the development of the new database. There will be call through testing prior to cutover that meets or exceeds the ISP testing requirements. Test numbers will be established for call through testing.
Plan Narrative:

Prior to cutover. The cutover will be coordinated with each carrier and tested to confirm everything is working properly.

9-1-1 calls will be routed to either of the two ESRP's based on how the carriers set their call flow up from their switches. Calls will be routed to the appropriate PSAP just as they are today. There will be no changes to how split exchanges are currently routed.

Currently, Putnam County transfers calls to other counties via 10-digit administrative lines. Call transfers will be performed the same way they are currently, unless the neighboring 9-1-1 system is utilizing the same router, where then the call can be passed through the 9-1-1 router to the appropriate system's 9-1-1 position, where they will have data along with the caller.

The IP network that will be used to deliver 9-1-1 calls to the PSAP is private. There is no outside access. Administrative and maintenance access to equipment is password protected.

Putnam County will also be switching from LaSalle County Sheriff's Office as their E911 backup to Geneseo Police Department, located in Geneseo, IL and part of the Henry County E911 System.
**FINANCIAL INFORMATION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual recurring 9-1-1 network costs prior to modification</td>
<td>$24,184.00</td>
</tr>
<tr>
<td>Projected annual recurring 9-1-1 network costs after modification</td>
<td>$43,043.00</td>
</tr>
<tr>
<td>Installation cost of the project</td>
<td>$99,884.00</td>
</tr>
<tr>
<td>Anticipated annual revenues</td>
<td>$138,444.00</td>
</tr>
</tbody>
</table>
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:

Installation of NG911 equipment and software.
Migrating from Frontier Communications to Geneseo Communications with dual Controllers located in the Geneseo Communications offices in Geneseo and Cambridge.
Having the capability to receive Landline, Wireless, VOIP and Text Messages as well as sending text messages through the new IP based system.
Putnam County will be tied together by a fiber ring with Henry County.
There will be redundant Controllers with a fiber ring that will re-route calls if a link has been damaged.
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>Village of Granville</td>
<td>314 S. McCoy Street, Granville, IL 61326</td>
</tr>
<tr>
<td>Village of Hennepin</td>
<td>627 E. High Street, Hennepin, IL 61327</td>
</tr>
<tr>
<td>Village of Magnolia</td>
<td>210 N. Bloomington St., Magnolia, IL 61336</td>
</tr>
<tr>
<td>Village of Mark</td>
<td>200 Park Street, P.O. Box 27, Mark, IL 61340</td>
</tr>
<tr>
<td>Village of McNabb</td>
<td>390 S. IL Hwy 89, McNabb, IL 61335</td>
</tr>
<tr>
<td>Village of Standard</td>
<td>121 W. IL Hwy 71, P.O. Box 238, Standard, IL 61353</td>
</tr>
</tbody>
</table>

UNINCORPORATED AREAS

Granville Township
Hennepin Township
Magnolia Township
Senachwine Township
**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 Agency and 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>Granville Fire Prot. Dist.</td>
<td>104 High Street, Granville, IL 61326</td>
<td>(815) 339-2600</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Granville Police Dept.</td>
<td>314 S. McCoy Street, Granville, IL 61326</td>
<td>(815) 339-6333</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Hennepin Fire Prot. Dist.</td>
<td>201 E. High Street, Hennepin, IL 61327</td>
<td>(815) 925-7225</td>
<td>X</td>
<td></td>
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<tr>
<td>Henry Ambulance Dept.</td>
<td>218 Railroad Ave., Henry, IL 61537</td>
<td>(309) 364-3323</td>
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<td>X</td>
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<tr>
<td>Illinois State Police-D17</td>
<td>2971 E. 350th Rd., LaSalle, IL 61301</td>
<td>(815) 224-1150</td>
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<td>X</td>
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</tr>
<tr>
<td>Magnolia Fire Prot. Dist.</td>
<td>107 N. Chicago St., Magnolia, IL 61338</td>
<td>(815) 869-3341</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>McNabb Fire Prot. Dist.</td>
<td>390 S. IL Hwy 89, McNabb, IL 61335</td>
<td>(815) 882-2333</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCEMS</td>
<td>390 S. IL Hwy 89, McNabb, IL 61335</td>
<td>(815) 882-2635</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Putnam County Sheriff's Office</td>
<td>120 N. 4th Street, Hennepin, IL 61327</td>
<td>(815) 925-7084</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Fire Prot. Dist.</td>
<td>121 W. IL Hwy 89, Standard, IL 61363</td>
<td>(815) 339-2144</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tiskilwa Ambulance Dept.</td>
<td>135 N. High Street, Tiskilwa, IL 61368</td>
<td>(815) 646-4722</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tiskilwa Fire Prot. Dist.</td>
<td>135 N. High Street, Tiskilwa, IL 61368</td>
<td>(815) 646-4722</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: INTERGOVERNMENTAL AGREEMENTS REMAIN THE SAME

13
# 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>Bureau County Sheriff's Office</td>
<td>22 Park Ave. W, Princeton, IL 61356</td>
<td>(815) 875-3344</td>
</tr>
<tr>
<td>Cedar Point Fire Prot. Dist.</td>
<td>201 Oak Street, Cedar Point, IL 61316</td>
<td>(815) 446-5007</td>
</tr>
<tr>
<td>Dalzell Fire Prot. Dist.</td>
<td>402 Lucy St., Dalzell, IL</td>
<td>(815) 663-7371</td>
</tr>
<tr>
<td>Henry Police Dept.</td>
<td>426 E. Park Row St., Henry, IL 61537</td>
<td>(309) 364-3933</td>
</tr>
<tr>
<td>LaSalle County Sheriff's Office</td>
<td>707 Etna Road, Ottawa, IL 61350</td>
<td>(815) 433-5142</td>
</tr>
<tr>
<td>Lostant Police Department</td>
<td>101 N. Main Street, Lostant, IL 61334</td>
<td>(815) 368-3461</td>
</tr>
<tr>
<td>Marshall County Sheriff's Office</td>
<td>520 6th Street, Lacon, IL 61540</td>
<td>(309) 246-2115</td>
</tr>
<tr>
<td>Peru Fire Prot. Dist.</td>
<td>1901 4th Street, Peru, IL 61354</td>
<td>(815) 224-2141</td>
</tr>
<tr>
<td>Princeton Ambulance Dept.</td>
<td>2 S. Main Street, Princeton, IL 61356</td>
<td>(815) 875-1861</td>
</tr>
<tr>
<td>Princeton Fire Dept.</td>
<td>1104 N. Euclid Ave, Princeton, IL 61356</td>
<td>(815) 875-1861</td>
</tr>
<tr>
<td>Spring Valley Ambulance Dept. (10/33)</td>
<td>3 Wolfe Industrial Park, Spring Valley, IL 61362</td>
<td>(815) 663-6683</td>
</tr>
<tr>
<td>Spring Valley Fire Prot. Dist.</td>
<td>215 N. Greenwood Street, Spring Valley, IL 61362</td>
<td>(815) 875-1861</td>
</tr>
<tr>
<td>Spring Valley Police Department</td>
<td>215 N. Greenwood Street, Spring Valley, IL 61362</td>
<td>(815) 663-6683</td>
</tr>
<tr>
<td>Tonica Fire Prot. Dist.</td>
<td>507 N. 1st Street, Tonica, IL 61370</td>
<td>(815) 442-3527</td>
</tr>
<tr>
<td>Varna Ambulance Department</td>
<td>710 Town Rd. East, Varna, IL 61375</td>
<td>(309) 463-2373</td>
</tr>
<tr>
<td>Varna Fire Prot. Dist.</td>
<td>710 Town Rd. East, Varna, IL 61375</td>
<td>(309) 643-2573</td>
</tr>
</tbody>
</table>

NOTE: INTERGOVERNMENTAL AGREEMENTS REMAIN THE SAME

15
CARRIER LISTING
(Wireline, Wireless, VoIP)

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

*(USE ADDITIONAL SHEETS AS NECESSARY)*

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Century Link</td>
<td></td>
<td>(800) 786-6272</td>
</tr>
<tr>
<td>Frontier Communication</td>
<td></td>
<td>(877) 245-3511</td>
</tr>
<tr>
<td>McNabb Telephone</td>
<td></td>
<td>(815) 882-2201</td>
</tr>
<tr>
<td>Intrado (Mediacom)</td>
<td></td>
<td>(888) 460-0686</td>
</tr>
<tr>
<td>AT&amp;T Mobility</td>
<td></td>
<td>(800) 832-6662</td>
</tr>
<tr>
<td>Illinois Valley Cellular</td>
<td></td>
<td>(800) 438-4824</td>
</tr>
<tr>
<td>Sprint</td>
<td></td>
<td>(913) 253-4762</td>
</tr>
<tr>
<td>Verizon</td>
<td></td>
<td>(800) 852-2671</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.
TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).
   Test calls will be made from each exchange

2) List wireline exchanges to be tested.
   Hennepin - (815) 925
   Granville - (815) 339
   McNabb - (815) 882
   Magnolia - (815) 869
   Putnam - (815) 437

3) List of wireless and VoIP Carriers to be tested.
   Intrado (Mediacom)
   AT&T Mobility
   Illinois Valley Cellular
   Verizon
   Sprint
ENHANCED 9-1-1 SERVICES AGREEMENT

This Enhanced 9-1-1 Services Agreement (the "Agreement") is entered into this 21st day of September, 2015 by and between Geneseo Telephone Co., an Illinois corporation ("GTC") and the Putnam County Emergency Telephone System Board ("ETSB") of Putnam County, Illinois acting by and through its Board Members with authority as designated. The ETSB is a county governmental unit to whom authority has been lawfully delegated to subscribe to and provide Enhanced 9-1-1 service and has public safety responsibility to respond to communication calls from the public for emergency police, fire, ambulance or other emergency services within Putnam County, having its principal office in Hennepin, Illinois. GTC 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 Putnam County in the State of Illinois;

WHEREAS, GTC 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 services to operate its enhanced emergency telephone systems and use the services of GTC 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. "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.

1.02. "Facility" is defined as the County's facilities located at its current address and other locations as determined by the ETSB.

1.03. "Master Street Address Guide" or "MSAG" is the computerized geographical file that either consists of all street or address data or its functional equivalent (i.e., geospatial data) within the 9-1-1 system area.

1.04. "MRC" is defined as the monthly recurring charge for the Services as provided for this Agreement.

1.05. "Payment Address" is defined as Geneseo Telephone Co., 111 E First St, Geneseo, IL 61254.

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

1.07. "Public Safety Answering Point" or "PSAP" is defined as a set of call takers authorized by the County 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.

1.08. "Secondary PSAP" is defined is a location to which an enhanced 9-1-1 emergency call will be routed upon transfer by a Primary PSAP.
1.09. "Schedule" is defined as the schedule contained (insert schedule reference).

1.10. "Service Commencement Date" is as defined as the date on which GTC notifies the ETSB that the Services provided for this Agreement are available for use by the ETSB.

1.11. "Services" are defined as the Enhanced 9-1-1 Services provide by GTC as defined in this Agreement.

1.12. "Term" is as defined in Section 2.01 of this Agreement and includes any renewal terms.

1.14. "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 three (3) years commencing on the date hereof and terminating on the third 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 to the end of 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 GTC; provided, however, the ETSB shall be liable to GTC for the following Termination Charges:

   (i) The remainder of contract is purchased by ETSB; (Exhibit B)

   (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 GTC hereunder accruing prior to the effective date of termination.

GTC 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 Illinois Commerce 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 GTC incurs from other suppliers in connection with termination of the Agreement and any outstanding amounts for services provided by GTC 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 GTC terminates this Agreement as a result of an uncured breach by the ETSB, the ETSB shall be liable to GTC for the Early Termination Charges provided for under Section 2.02 of this Agreement.

2.05. **Payment Terms.** GTC shall invoice the ETSB for all amounts due and owing GTC 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. Any amounts due GTC hereunder and not paid when due shall accrue interest at the rate of at the highest rate allowed by Illinois law per month until paid in full. All payments shall be made to GTC at the Payment Address.

3. **Limitation of Liability: Indemnification.**

3.01. **Limitation of Liabilities: Indemnification.**

(i) EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL GTC 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 GTC HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. ETSB AGREES THAT GTC’S TOTAL LIABILITY TO ETSB 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 GTC’S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID TO GTC HEREUNDER. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS LIMITING GTC’S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE
ATTRIBUTABLE TO GTC, ITS EMPLOYEES OR CONSULTANTS IN THE COURSE OF THIS AGREEMENT.

(ii) The Services and the services provided hereunder by GTC 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 GTC, 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.

3.02. 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.

3.03. Accuracy. Final responsibility for the E9-1-1 MSAG accuracy rests with the ETSB, not GTC. GTC shall assist the ETSB in verifying the accuracy of the E9-1-1 system at no additional charge.


4.01. 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.

4.02. 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.

4.03. **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.

4.04. **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.

4.05. **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.

4.06. **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 supersed and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement, whether written or oral.

4.07. **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.

4.08. **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 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, GTC 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.

4.09. 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/email, 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 GTC: Geneseo Telephone Co.
ATT: 9-1-1 Coordinator
111 E First St
Geneseo, IL 61254

If to the County: Putnam County
Attn: 9-1-1 Director
120 N. 4th St
Hennepin, IL 61327
4.10. **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.

4.11. **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 Illinois Commerce Commission, a state Public Utilities or Service Commission, or any other governmental body or agency having jurisdiction over its business, provided however, that GTC shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the Illinois Commerce 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 GTC or other relevant rules and regulations, and all applicable federal and state and local laws.

4.12. **Third Party Beneficiaries.** The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of GTC 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.

4.13. **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 GTC and an authorized officer of the ETSB.
4.14. **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.

4.15. **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.

4.16. **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 County Circuit 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, 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.

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

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

Putnam County, Illinois
Emergency Telephone System Board

By  
Kevin Doyle, Chairman ETSB
9-21-15

Geneseo Telephone Co.

By  
Matt Storm, COO/ GM
7-21-15
Schedule of Exhibits:

Exhibit A – Time and Material Rates
Exhibit B – Price List
Exhibit C –
EXHIBIT A

TIME AND MATERIALS RATES

<table>
<thead>
<tr>
<th>Consultant Level</th>
<th>Rate ($/Hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Network Technician</td>
<td>$85.00</td>
</tr>
<tr>
<td>Network Technician</td>
<td>$85.00</td>
</tr>
<tr>
<td>Field Technician</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

Material rates under this Exhibit will be determined on a case by case basis. A detailed Time and Materials quote will be provided to the ETSB prior to the commencement of work under this Exhibit. All work under this agreement and future work in relation to the service will be completed with the consent and approval of the ETSB.
### EXHIBIT B

<table>
<thead>
<tr>
<th>911 Emergency Services Rates and Charges</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-1 Routing Service Per Answering Position</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>9-1-1 ALI Services per 1000 population</td>
<td>N/A</td>
<td>$100.00</td>
</tr>
<tr>
<td>9-1-1 ALI Moves, Changes, Additions to existing database</td>
<td>N/A</td>
<td>$100.00</td>
</tr>
<tr>
<td>9-1-1 Exchange Access Trunks</td>
<td>10</td>
<td>ICB</td>
</tr>
<tr>
<td>Diverse Facility</td>
<td>ICB</td>
<td>ICB</td>
</tr>
<tr>
<td>ESI Net</td>
<td>25 Meg</td>
<td>ICB</td>
</tr>
<tr>
<td><strong>TOTAL MRC</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Emergency System Listing Extract**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Extract of ELSE data</td>
<td>$480.00</td>
</tr>
<tr>
<td>Subsequent Full Extracts of ELSE data</td>
<td>$300.00</td>
</tr>
<tr>
<td>Incremental Updates</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
This system is sized and price is based on now current call taking positions. Should the ETSB’s needs change or evolve, the parties can negotiate changes to these initial configurations as needed, and put them in place by mutual agreement.
PUTNAM COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD

KEVIN L. DOYLE    JOHN LOUIS    JENNIFER SPRATT    ROBERT COFOID
Chairman    Vice-Chairman    Secretary    Financial Officer

INTERGOVERNMENTAL
AGREEMENT

WHEREAS, THE COUNTY OF PUTNAM has requested that the EMERGENCY
TELEPHONE SYSTEM BOARD OF HENRY COUNTY, ILLINOIS (HENRY CO ETSB) to
provide E911 backup services for the COUNTY of PUTNAM in the event that the County E911
system is not functioning.

NOW THEREFORE, IT IS AGREED by and between the Putnam County ETSB and
Henry County ETSB as follows:

1. Requested Services: Henry County ETSB agrees to provide E911 backup
   services for the County of Putnam in the event that the County E911 System is not
   functioning (the Requested Services.)

2. Authority: For and during any period that any personnel of the Henry County
   ETSB are performing the Requested Services, such personnel shall be under the
   authority and direction of Henry County ETSB.

3. Reimbursement: Putnam County ETSB hereby agrees to reimburse Henry
   County ETSB for any wages paid to its personnel and any expenses incurred by Henry
   County ETSB in connection with providing the Requested Services by Henry County
   ETSB shall submit a request for such reimbursement from the Putnam County ETSB
detailing the number of hours for which any personnel were furnished together with
the total amount of any expense incurred. Upon the receipt of any such request for
reimbursement Putnam County ETSB shall pay such total reimbursable amount
within forty-five (45) days after receipt of such request.

4. Other Liabilities: Except as otherwise provided by this Agreement, Putnam
   County ETSB shall be solely responsible for any and all liability, obligation and does
   hereby indemnify Henry County ETSB against damages or loss incurred by Putnam
   County ETSB arising out of or in connection with furnishing the Requested Services.

5. Notices and Communications: All notices, demands, requests for
   reimbursement or other communications under or in respect of this Agreement shall
be deemed to have been given when the same are (i) deposited in the United States
mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to
Putnam County ETSB and Henry County ETSB as follows:

If to Putnam County ETSB at 120 N. 4th Street, Hennepin, Illinois, Attn: Putnam
County ETSB Coordinator

120 N. 4th St., Hennepin, IL 61327    815-925-7084    Fax:815-925-9266
other communications under or in respect of this Agreement shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Putnam County ETSB and Henry County ETSB as follows:

If to Putnam County ETSB at 120 N. 4th Street, Hennepin, Illinois, Attn: Putnam County ETSB Coordinator
If to Henry County ETSB at 311 W. Center Street, Cambridge, IL 61238 Attn: Henry County ETSB Director.

6. Illinois Law: This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

7. Written Modification: This Agreement may not be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Putnam County ETSB and Henry County ETSB.

8. Effective Date: This Agreement shall become effective upon its execution and delivery by both parties and shall be and remain in full force and effect thereafter until terminated by written notice at least (30) days before the date of termination.

9. Entire Agreement: This Agreement constitutes the entire agreement of the Putnam County ETSB and Henry County ETSB on the subject matter hereof. Putnam County ETSB represents, warrants, covenants and agrees that no representation, warranty, covenant or agreement shall be binding on Henry County ETSB unless expressly in writing herein or by written modification pursuant to 8 hereof.

IN WITNESS WHEREOF, Putnam County ETSB and Henry County ETSB have each caused this agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

EMERGENCY TELEPHONE SYSTEM BOARD
PUTNAM COUNTY, ILLINOIS

BY: [Signature]
DATE: 3/29/16

EMERGENCY TELEPHONE SYSTEM BOARD
HENRY COUNTY, ILLINOIS

BY: [Signature]
DATE: 3/29/16

120 N. 4th St., Hennepin, IL 61327  815-925-7084  Fax:815-925-9265
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 16th day of July, 2015 by and between Communications Venture Corporation d/b/a INdigital, an Indiana corporation ("INdigital") and the Putnam 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 Putnam 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 120 N. 4th St. Hennepin, IL 61327 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 is 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 provided 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 1 year commencing on the date hereof and terminating on the 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 Ninety-One thousand, Eight hundred and Sixty-Four dollars and Ninety-Eight cents ($91,864.98) (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 thirty (30) 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 thirty (30) 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 completion of the one (1) year warranty term, INdigital shall provide preventative maintenance services on the Vesta Prime per seat licenses and Sound Arbitration Modules (SAM’s)
for the Putnam County PSAP for a period of one (1) year for the Equipment in accordance with the manufacturer’s specifications for a fee of Four thousand, Eight hundred Three dollars and Ninety Three cents ($4,803.93) to be paid by the ETSB as follows:

(i) One hundred percent (100%) of the Preventative Maintenance Purchase Price within five (5) business days after the expiration of the one (1) year warranty period.

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:  Putnam County ETSB
120 N. 4th St.
Hennepin, IL 61327

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 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 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 Putnam 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 Putnam 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.

Putnam County ETSB

By __________________________
Kevin Doyle, Chairman

Communication Venture Corporation
d/b/a INdigital Telecom

By __________________________
Jon Whirledge, CFO

7/16/15