

ORDINANCE NO.

96-II

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

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

WHEREAS, the Act requires the telecommunication carriers to collect the surcharge from its monthly billed subscribers residing within the corporate limits of the county or municipality imposing the surcharge; and

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

WHEREAS, the majority of legal voters having casted votes on the referendum presented to said voters at the November 5, 1996 General Election in Alexander County, Illinois voted in favor of the imposition of the surcharge; and,

WHEREAS, the County Board of Alexander County, Illinois deems it to be in the best interest of the county to implement and maintain a "9-1-1" emergency telephone system and to impose a surcharge on the monthly billed subscribers of telecommunication carriers residing within the county or municipality to pay for the costs associated therewith; and

NOW THEREFORE, be it ordained by the County Board of Alexander County, Illinois, as follows:

Section One

A surcharge is hereby imposed, subject to the provisions of the referendum as hereinabove set forth, and passed by a majority of voters at the November 5, 1996 General Election in Alexander County, Illinois, which stated as follows:

"Shall Alexander County, Illinois impose a surcharge of \$3.00 per month per network connection, which surcharge will be added to the monthly bill you will receive for telephone or telecommunications charges, for the purpose of installing a 9-1-1 emergency telephone system?"

Section Two

A majority of the votes casted upon the question having been in favor of imposing the surcharge as set forth in "Section One", above, a surcharge is hereby imposed on monthly billed subscribers of telecommunication carriers residing within the county at a rate of \$3.00 per month per network connection, as hereinafter defined.

Section Three

A monthly billed subscriber shall be deemed to reside within the taxing jurisdiction if the service address, as hereinafter defined is located within the county.

Section Four

For purposes of this ordinance the following definitions shall apply:

- a. "Network Connection" means the number of voice grade communication channels directly between a subscriber and a telecommunications carrier's public switched network without the intervention of any other telecommunications carriers switched network which would be required to carry the subscriber's inter-premise traffic.
- b. "Service Address" means the location of the subscriber's telecommunications facilities accessing the network connection or connection(s) that are subject to the surcharge. If this is not a defined location, service address shall mean the location of a subscriber's primary use of the network connection as defined by telephone number, authorization code, or location in Illinois where bills are sent.
- c. "Telecommunications Carrier" means any natural individual, firm, trust, estate partnership, association joint stock company, joint adventure, corporation, municipal corporation or political subdivision of this State, or a receiver, trustee, conservator or other representative appointed by order of any court engaged in the business of transmitting messages by means of electricity.

Section Five

The County Clerk shall provide any telecommunication carrier collection the surcharge with a certified list of those network connections assigned to the or county to be exempt from imposition of the surcharge. The certified list may be revised by the county on 60 days prior written notice provided to the telecommunications carriers.

Section Six

The surcharge shall be imposed on the first day of the month following the expiration of 90 days from the date the County Clerk certifies to any of the telecommunication carriers who are required to collect the surcharge that the referendum referred to in Section Two has passed.

Section Seven

Each telecommunication carrier is hereby authorized and instructed to deduct 3% from the gross amount of surcharge collected prior to remittance under Section Eight of this ordinance in reimbursement for the expense of accounting and collections the surcharge.

Section Eight

Every telecommunication carrier shall remit to the county treasurer the amount of surcharge collected for each calendar month within 30 days following expiration of each month to which the surcharge applies, net of any network or other "9-1-1" or sophisticated "9-1-1" system charges then due to the particular telecommunication carrier as shown on an itemized bill and the 3% accounting and collection charge described in Section Seven.

Section Nine

Simultaneously with the remittance described in Section Nine above each telecommunication carrier shall make a return to the county treasurer for the period to which the remittance applies stating as follows:

1. The name of the telecommunication carrier.
2. The telecommunication carrier's principal place of business.
3. The number of network connections to which the surcharge applies.
4. The amount of surcharge collected.
5. Such other reasonable and related

information as the corporate authorities may require.

Section Ten

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

Section Eleven

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

Section Twelve

THE ESTABLISHMENT AND RESPONSIBILITIES OF THE EMERGENCY TELEPHONE SYSTEM BOARD MAY BE SPECIFIED IN A SEPARATE ORDINANCE, AND HAVE SO BEEN SPECIFIED IN ALEXANDER COUNTY, ILLINOIS ORDINANCE #96-1, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE COUNTY BOARD OF COMMISSIONERS, ALEXANDER COUNTY, ILLINOIS ON NOVEMBER 15, 1996.

APPROVED AND ADOPTED at a regular meeting of the County Board of Commissioners, Alexander County, Illinois this 17 day of February, 1997.

ALEXANDER COUNTY BOARD OF COMMISSIONERS

Joseph M. Thurston
Joseph M. Thurston, Chairman

Charles Bonifield
Charles Bonifield

Rollie Matlock
Rollie Matlock

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
PULASKI COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
and the
ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
and the
COUNTY OF PULASKI
and the
PULASKI COUNTY SHERIFF'S DEPARTMENT**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the PULASKI COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "PCETSB"), the ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "ACETSB") requesting PCETSB services, namely: emergency call taking and dispatching, the COUNTY OF PULASKI (hereinafter referred to as "COUNTY") and the OFFICE OF THE PULASKI COUNTY SHERIFF, currently being held by Randy Kern, his successors and assigns, (hereinafter referred to as (" PCSO").

COPY

AUTHORITY:

This agreement is entered into by the parties pursuant to the provisions of the Civil Administrative Code of Illinois (20ILCS2605/55a et seq.) Article 7, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) Under said authority, local government agencies may request and PCETSB, COUNTY, and PCSO may provide certain services for which PCETSB and COUNTY may charge, collect and receive for deposit in the PCETSB fund and COUNTY general fund.

THAT WHEREAS, the voters of Pulaski County have previously passed a referendum concerning the establishment of a fully operational Emergency 9-1-1 system (hereinafter "E9-1-1") in Pulaski County, and;

WHEREAS, the parties hereto desire to negotiate the terms of an Intergovernmental Agreement and clarify the respective duties and obligations of all parties involved, and

WHEREAS, the parties desire to set forth the terms and conditions concerning the sharing of resources and responsibilities in operating said Emergency 9-1-1 system.

NOW THEREFORE, the Parties hereby agree and covenant as follows:

TERMS:

This agreement shall be consistent with the PCETSB, ACETSB, COUNTY and PCSO fiscal year. Fiscal account shall occur on December 1st of each year the contract is in place.

PARTICIPATION

1. **Location:** The primary E 9-1-1 Public Safety Answering Point (hereinafter referred to as "PSAP") for Alexander County will be located at: Pulaski County Courthouse, 500 Illinois Ave., Room A, Mound City, IL. 62963
2. **Enforcement:** The parties hereto may, in law or in equity, by suit, action mandamus, or any other proceeding including without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that ACETSB agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against PCETSB, COUNTY, PCSO or any PCETSB, COUNTY and PCSO elected or appointed officials, agents, representatives. Attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this agreement, except only against PCETSB, COUNTY and PCSO in the event of a willful and malicious failure and refusal by PCETSB, COUNTY and PCSO to provide Call Taking/ Dispatch/Relay Services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the parties to this Agreement against another party for enforcement or for breach of any provision of this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys fees, incurred in connection with such judicial proceeding.
3. **Indemnity:** PCETSB, COUNTY and PCSO agree to hold harmless, indemnify and defend ACETSB, any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of PCETSB, COUNTY and PCSO performance of this Agreement. The ACETSB agrees to hold harmless, indemnify and defend PCETSB, COUNTY and PCSO from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the provision of the Call taking/Dispatch/ Relay services or the ACETSB performance of this Agreement
4. **Commencement Date:** The terms as expressed and defined within this agreement commences upon signed agreement by all parties involved. PCETSB participation will include provision of a call-taking/dispatch operation suitable for service as the Alexander County Enhanced 9-1-1 System's Public Safety Answering Point (PSAP)
5. **Withdrawal:** Either the ACETSB or the PCETSB may elect, at will, to withdraw from further participation. The withdrawal shall be effective one (1) year after the postmark on the Notice of Termination sent by registered or certified mail to the non-withdrawing participant. Disposition of equipment utilized in the consolidation of services shall be outlined in this agreement.
6. **Term:** This agreement shall continue in place until such time that either the ACETBS or PCETSB withdraws from the terms of the agreement negotiated between the participants. The term of this contract shall be three (3) years with a one (1) year exit clause by all parties (see PARTICIPATION 2) This agreement shall automatically renew for an additional term at the conclusion of the initial term unless one party notifies the other of an intent not to renew.
7. **Change in ACETSB Surcharge:** The payment terms will be subject to re-negotiation in the event the per line surcharge for land lines, and all Next Generation devices designed to provide access

to emergency services from all sources, and to provide multimedia data capabilities for the PCETSB PSAP, either increase or decrease. In the event the surcharge is changed, any negotiated changes will become effective as of the date the reduced or increased surcharge becomes effective.

8. Records: All parties to this agreement shall maintain, for a minimum of five (5) years after the completion of the agreement, adequate books, records and supporting documents to verify the funds available for payment under this agreement, the funds actually issued and/or received by each party, receipts, and records concerning the uses and or deposits of all disbursements passing in conjunction with this agreement. These documents shall be available for review and audit by the Auditor General. All parties agree to cooperate fully with any such audit conducted by the Auditor General and provide access to all relevant materials. ACETSB shall provide PCETSB with an annual audit statement of income/expenses and a revenue projection for a five (5) year period by December 1st of each year.

COPY

9. ACETSB Cost and Expenses :

- a. ACETSB agrees to pay for all additional verifiable up-front expenses above normal PCETSB operations that result from this agreement. ACETSB's covenant herein shall include, but not limited to additional phone lines, changes or upgrades to radio system, 911 software and equipment and ancillary items necessary for the call taking and dispatch, relay, transfer of calls to Alexander County emergency service responders. ACETSB will be responsible for maintaining their own repeater site and equipment at said sites. Each ETSB will be responsible for maintaining and "manning" their county's telephone company Knox Boxes, commonly referred to as "call boxes" during times of emergencies or other outages and both counties will work in conjunction with each other as requested or deemed necessary.
- b. ACETSB agrees to purchase a CAD/Mapping system (not to exceed \$100,000.00) for the PCETSB as required for the implementation of Phase II Wireless service, with said systems to be installed within one (1) year from date of contract signing. PCETSB shall have the authority to reject inferior or unacceptable equipment for installation at PCETSB PSAP. ACETSB also agrees to pay the software/maintenance cost for the first 2 years with the cost to be shared equally by PCETSB/ACETSB after the two (2) year period.
- c. The ACETSB agrees to pay for all of the one-time hardware and software costs for participation in the regional Next Generation 911 System. Recurring network costs associated with that system would be split evenly between the two ETSB's. Equipment purchased by ACETSB to be used in the PC PSAP shall become the property of PCETSB 2 years after date of installation.
- d. The ACETSB will pay for all carrier network charges for routing calls from the Alexander County exchanges to Pulaski County.
- e. The ACETSB will pay for any/all specialized training (up to an amount of \$4,000.00) required by and provided to all PCSO communications personnel involved in the

operation of the PSAP, as well as any and all tuition costs, lodging/food expenses and mileage for 911 training for TC's. (*"Specialized training" is defined as that not routinely provided by PCSO for Sheriff's Department required activities*) for the first three (3) years of the agreement. After that, training costs will be split evenly between ACETSB and PCETSB.

- f. ACETSB will contribute a onetime payment of \$4,500 due upon initiation of the contract and an annual amount of \$20,000.00 to the PCSO to offset the costs of call-taking/dispatch/relay services due to additional 911 call volume from Alexander County. PCETSB will contribute an additional \$8,000.00 from wireless surcharge monies. ACETSB shall pay the \$20,000.00 to PCSO/County in the following manner: \$10,000.00 due upon approval for testing and subsequent payments of \$5,000 shall be payable quarterly (ex: \$5,000.00 on December 1st, \$5,000.00 on March 1st, \$5,000.00 on June 1st and \$5,000.00 on September 1st).

COPY

- g. The Pulaski County Sheriff's Department agrees to answer Enhanced and Next Generation 9-1-1 calls from Alexander County and dispatch/relay those 9-1-1 calls to the appropriate emergency services responders in Alexander County or to System/Adjacent Agencies per Call Handling Agreements. They agree to maintain adequate dispatch staff and meet all PSAP requirements, as they have since becoming the call taking entity for PCETSB in February of 2007, as set forth by 50 ILCS 750/) Emergency Telephone System Act. PCETSB assumes no responsibility as to the accuracy of the database or modifications to ACETSB mapping software. Such changes and/or modifications shall be supplied to PCETSB on a daily basis by ACETSB. PCSO call takers will dispatch/relay address information for ACETSB 911 calls from information supplied by ACETSB Coordinator (or his/her designee). PC Call takers shall not be held liable for erroneous addressing and other material information that has not been updated by the ACETSB Coordinator to PCETSB Coordinator (or his/her designee).

10. BOARD MEMBERSHIP AND MEETINGS: Each ETSB will hold its own monthly meeting; however, members of one board may attend the others board meeting to provide input where necessary. A combined meeting can be scheduled if there is an issue that cannot be resolved by the Coordinators. The ETSB's may negotiate future agreements to share staff or resources for better cost-efficiency. Each ETSB shall maintain its own coordinator and office staff to handle addressing, payment of bills, etc. The County Boards will, according to (50 ILCS 750/15.4) (from Ch. 134, par. 45.4) continue to appoint their respective ETSB members

11. EMPLOYEE STATUS: All employees of the PCETSB, ACETSB, PCSO, and COUNTY shall remain employees of their respective employers, and, unless otherwise agreed upon, shall continue to be under the direction of their supervisors, from their respective employers.

12. CONTINGENCY: The above contract will be contingent upon Alexander County having paging and toning policies and procedures for law enforcement, ambulance and fire departments in place before going on line. These policies and procedures will outline means of contact for appropriate

responders in Alexander County. These "means of contact" shall be in the best interest of time, so as to ensure the safety of the citizens of Alexander County. These procedures will be made a part of the "Standard Operating Procedure Manual for the Operation of the Pulaski County 9-1-1."

COPY

AGREEMENT:

The parties hereto have caused this INTERGOVERNMENTAL AGREEMENT to be executed on this day and year as set forth below.

**ALEXANDER COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

Jeffrey S. Petzoldt
Approved by: Jeff Petzoldt, Chairman

COUNTY OF PULASKI

Monte Russell
Approved by: Monte Russell, Chairman

**PULASKI COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

Thomas E. Haynes
Approved by: Tom Haynes, Chairman

PULASKI COUNTY SHERIFF'S DEPT.

Randy Kern
Approved by: Randy Kern, Sheriff

ORDINANCE NO. 91-1
90-I

AN ORDINANCE ESTABLISHING AN EMERGENCY TELEPHONE SYSTEM BOARD IN ALEXANDER COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone System act, Illinois Revised Statutes Chapter 134, Paragraph 31 et seq., as amended (the "ACT") : and,

WHEREAS, the ACT mandates the establishment of an Emergency Telephone System Board (ETSB) by the County Board of any County that imposes a surcharge pursuant to Section 15.3 of the ACT, Illinois Revised Statutes, Chapter 134, Paragraph 45.3; and,

WHEREAS, the majority of the legal voters voting on the referendum presented to them at the November 5, 1996, General Election voted in favor of the imposition of the surcharge; and,

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

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF ALEXANDER COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: ESTABLISHED. An Emergency Telephone System Board of Alexander County, Illinois, is hereby established in accordance with statute and shall be known as the Alexander County Emergency Telephone System Board [ACETSB].

SECTION TWO: COMPOSITION. The ACETSB shall consist of nine (9) members, who shall be appointed by the Alexander County Board of Commissioners [hereinafter "County Board"]. Said members of the ACETSB shall consist of a representative of Law Enforcement in Alexander County, a representative of Fire Services of Alexander County, a representative of Emergency Service and Disaster Agency of Alexander County, the Coordinator of the Alexander County Ambulance Service or someone representing that agency, and five (5) at-large members, to be appointed on the basis of their ability or experience and shall be representative of both the rural and the urban areas located within Alexander County, Illinois.

SECTION THREE: ELIGIBILITY. Members appointed to ACETSB must be residents Alexander County. Members of ACETSB shall be from the general public and not from elected offices.

SECTION FOUR: TERMS OF OFFICE. The initial term of office for each member of the ACETSB shall be as follows: One (1) member of the ACETSB shall be appointed for a term of one (1) year, two (2) members of the ACETSB shall be appointed for a term of two (2) years, three (3) members shall be appointed for a term of three (3) years, and three (3) members shall be appointed for a term of four (4) years. All terms shall be measured from the first day of February in the year of appointment. Vacancies shall be filled for an unexpired term in a similar manner as original appointments.

SECTION FIVE: POWERS AND DUTIES. The ACETSB shall have the power and duty to perform the following functions:

1. Planning of a "9-1-1" System;
2. Upgrading or maintenance of the System, including the establishment of equipment specifications and coding systems;
3. Receiving monies from the surcharge imposed under County Board ordinance passed April 2, 1996, and from any other source designated for the Emergency Telephone System, for deposit into the Emergency Telephone System Fund Account;
4. Authorizing all disbursements from the fund;
5. Hiring, any staff necessary for the implementation or upgrade of the system.
6. Causing all monies received by the ACETSB pursuant to the surcharge to be deposited into a separate interest-bearing Emergency Telephone System Fund Account of which the Treasurer of the County of Alexander is custodian, causing all interest accrued on the fund to remain in the fund, and to make no expenditures from said fund except by resolution passed by a majority of all members of the ACETSB; which expenditures to be made only to pay for costs associated with the following:
 - a). The design of the Emergency Telephone System;
 - b). The coding of initial master street address guide data base and updating maintenance thereof;
 - c). The charges for automatic number identification and automatic location identification equipment;
 - d). The repayment of any monies advanced for the implementation of the System
 - e). The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges;
 - f). Other products and services including personnel costs necessary for the implementation, upgrade and maintenance of the system, including costs directly attributable to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel directly attributable to the opening of the system.

Costs directly attributable to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.

7. Annually prepare and submit to the County Board;
 - a). An annual budget showing the estimated receipts and intended disbursements pursuant to this ordinance, for the fiscal year immediately following the date the budget is submitted, which date must be at least sixty (60) days prior to the fiscal year;
8. Notify the Chairman of the County Board of all meetings of the ACETSB, making its books and records available to each member of the County Board at all times on request and holding meetings open to the public.

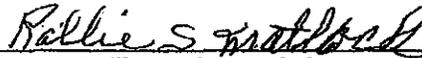
SECTION SIX: MEETINGS. The ACETSB shall prescribe the time and place of the regularly scheduled ACETSB meetings and the manner of which special ACETSB meetings may be called.

SECTION SEVEN: REMOVAL. Members of the ACETSB may be removed for: 1) failure to attend three (3) successive monthly meetings; or 2) failure to attend four (4) out of twelve (12) successive monthly meetings, by the County Board of Commissioners, with the advice and consent of the ACETSB.

SECTION EIGHT: PASSAGE. This Ordinance becomes effective immediately upon its passage and adoption by the County Board of Commissioners, Alexander County, Illinois.

APPROVED AND ADOPTED at a regular meeting of the County Board of Commissioners, Alexander County, Illinois, this 15 day of July, 1996.

ALEXANDER COUNTY BOARD OF COMMISSIONERS



Rollie Matlock, Chairman

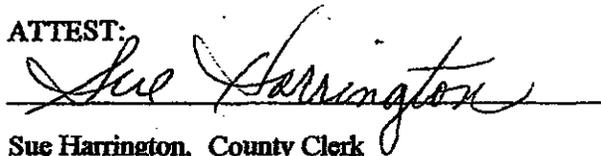


Charles Bopfield



Joseph Thurston

ATTEST:



Sue Harrington, County Clerk



Alexander County E 9-1-1

3911 Sycamore, Cairo, Illinois 62914
Phone (618) 734-4218 Fax: (618) 734-4230
Email: 911alexander@gmail.com

INTERGOVERNMENTAL AGREEMENT TO FORM A PRIMARY BACKUP SYSTEM ANSWERING POINT FOR THE PULASKI COUNTY ENHANCED 911 SYSTEM

Agreement made this 4th day of May, 2011, by and between **ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**, hereinafter referred to for purposes of brevity as “**ACETSB**”, **UNION COUNTY TELEPHONE SYSTEM BOARD**, hereinafter referred to for purposes of brevity as “**UCETSB**”.

RECITALS

Whereas ACETSB is in the process of forming an Emergency 9-1-1 Communication System for Alexander County ETSB, Illinois; and

Whereas, ACETSB does desire UCETSB to serve as the primary backup to the ACETSB for command and control of the 9-1-1 System.

Whereas, ACETSB is agreeable in authorizing the UCETSB E 9-1-1 pursuant to the terms and conditions contained herein;

Whereas, ACETSB has entered into an agreement with Pulaski County Emergency Telephone System Board to act as the primary Public Safety Answering Point for Alexander County residents;

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

- 1. The above “Recitals” are hereby incorporated into the body of this agreement and made a part hereof by reference thereto.**
- 2. UCETSB agrees to designate and have its communications station serve as primary backup for ACETSB 9-1-1 Communication System, for command and control services in receiving and dispatching 9-1-1 calls in those circumstances where the primary answering point, being located in Pulaski County, Illinois, is in the following, and only in the following, emergency situations:**
 - A. There exists an emergency which overloads the primary system answering point to the point that the Primary system answering point cannot adequately handle all incoming 9-1-1 calls.**
 - B. In the event of an emergency, natural disaster, electrical failure, or any other occurrence that results in the primary system answering point becoming inoperable, or put out of order or otherwise made non-functional.**

C. In any other situation where a request is made by the primary system answering point for backup assistance and which is consented to by UCETSB.

3. In consideration for the UCETSB being willing to undertake the responsibilities as primary backup answering point for ACETSB 9-1-1 System, ACETSB agrees as follows:

A. ACETSB agrees to pay all verifiable expenses for the purchase and installation and maintenance of all hardware, software, and other goods and products necessary, as determined mutually by UCETSB and ACETSB, in order to enable it to effectively serve as primary backup system answering point for the ACETSB 9-1-1 System. This shall include all radio associated expense to communicate from UCETSB to ACETSB.

B. ACETSB shall be responsible for and shall pay for the training of UCETSB communications personnel to sufficiently train them to operate and serve as 9-1-1 emergency dispatchers, as mutually agreed.

4. ACETSB shall provide UCETSB with a complete list of the emergency services in Alexander County, Illinois, which list shall include addresses, phone numbers and frequencies, and primary and alternate methods of communication. ACETSB shall secure participation agreements with emergency system participants within Alexander County and with those emergency services and agencies that are located outside of the County, but are adjacent thereto and might be dispatched in connection with a 9-1-1 call. ACETSB agrees to provide copies of the participation agreements to UCETSB.

5. In the event of an emergency that overloads or shuts down the ACETSB's primary system answering point, currently designated as the Pulaski County ETSB/Pulaski County Sheriff's Office, or other emergency which activates the UCETSB as primary backup system answering point, the, in that all parties agree that the PCETSB shall assign dispatchers from the Pulaski County Sheriff's Office to help alleviate the emergency demand for incoming calls, and to the extent that said dispatchers can be released without compromising the functioning of the primary answering point. It is further agreed and understood by and between all parties that the actual dispatchers for the PCETSB 9-1-1 System are the employees of the Pulaski County Sheriff's Office and PCETSB. As such, PCETSB's promise herein is contingent upon the consent and assignment of excess or surplus dispatchers to the Union County Sheriff's Office in the event of an emergency. ***This reaffirms the existing backup agreement by and between the UCETSB and the PCETSB dated 1998.

6. After each incident where UCETSB performs and participates as the primary backup for ACETSB's primary system for command and control of the 9-1-1 System, all parties agree to critique the incident to discuss lessons learned, to verify the need for the backup and to discuss any other subject matter parties wish to present that might or could lead to a betterment of the 9-1-1 Communication System and/or the working relationship between the parties herein.

7. UCETSB hereby acknowledges and agrees that should they ever be required to quit or otherwise terminate their services as the primary backup for the ACETSB 91-1- Communications System, a minimum of twelve (12) months written notice shall be given to the ACETSB Coordinator and PCETSB prior to said services being discontinued. Said notice shall be in writing and shall be served upon the above-named persons by certified mail, with return receipt requested.

8. ACETSB and UCETSB recognize the services agreed to under the terms of this agreement are dependent upon the UCETSB's ability to receive, process and send information via certain telephone/radio systems. If there should be any interruption or suspension of telephone/radio communications to, from or within the Union County Sheriff's Office/UCETSB facility servicing this agreement, the Union County Sheriff's Office/UCETSB shall assume no responsibility or liability for damage (s) or claim (s) resulting from any interruption or suspension period.

9. Under the provisions of the Emergency Telephone System Act (50 ILCS 750/0.01 d seq.) the Union County Sheriff's Office/UCETSB, its officers, agents or employees shall not be liable for any civil

damages as a result of any act or omission, except willful and wanton misconduct, in connection with the development, adopting, operating, providing emergency instructions, or implementing this agreement. This reliance is based upon UCETSB and/or ACETSB assurances that this service agreement is part of a plan or system required by said ACT.

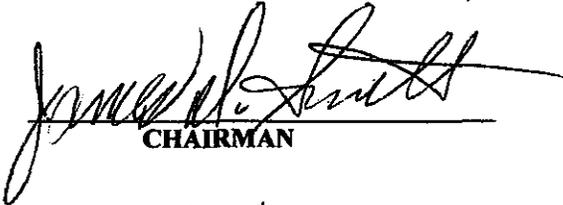
10. Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to the ACETSB and UCETSB for review and resolution.

11. The UCETSB and ACETSB agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. UCETSB and ACETSB agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory and administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

12. The parties to this agreement shall maintain, for a minimum of five years after the completion of this agreement, adequate books, records and supporting documents to verify the funds available for this agreement, the funds actually issued and/or received by each party, receipts and records concerning the uses and/or deposits of all disbursements passing in conjunction with this agreement. These documents shall be available for review and audit by the Auditor General. All parties agree to cooperate fully with any audit conducted by the Auditor General and provide full access to all relevant materials.

Intergovernmental Agreement between UCETSB and ACETSB made this day and year first above written at Jonesboro, Union County, Illinois

**EMERGENCY TELEPHONE SYSTEM
BOARD OF ALEXANDER COUNTY, IL**



CHAIRMAN

DATE: 5-18-2011

**EMERGENCY TELEPHONE SYSTEM
BOARD OF UNION COUNTY, IL**



CHAIRMAN

DATE: 05-04-11



ALEXANDER COUNTY E 9-1-1

3911 Sycamore, Cairo, Illinois 62914

Phone (618) 734-4218 Fax: (618) 734-4230

Email: 911alexander@gmail.com

INTERGOVERNMENTAL AGREEMENT

For

EXCLUDED EXCHANGE HANDLING

This **AGREEMENT** is made and entered into by and between Alexander County Emergency Telephone System Board hereinafter referred to as “**ACETSB**”, and Pulaski County Emergency Telephone System Board, hereinafter referred to as “**PCETSB**”.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and

WHEREAS, 5 ILCS2220/1 et seq. entitled the “Intergovernmental Cooperation Act” at 50 ILCS 750/0.01 et seq.and

WHEREAS, the parties are units of government engaged in emergency services, and

WHEREAS, it is recognized that there are certain telephone exchanges that are assigned to a small number of persons within Alexander County, but the vast majority of persons within those exchanges reside outside Alexander County and that is economically prohibitive to serve those exchanges through the Alexander County 9-1-1 system.

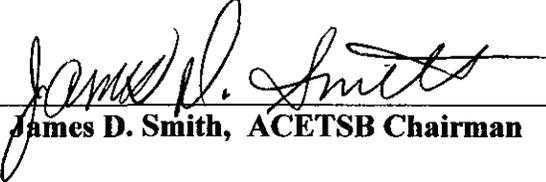
NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the ACETSB and the PCETSB do hereby agree as follows:

1. That should the PCETSB receive emergency service calls from Alexander County residents within the Ullin exchange 845-XXXX, the calls will be immediately routed or transferred to the Pulaski County PSAP/Pulaski County Sheriff’s Department via the following means:
 - A. PSAP to PSAP transfer
 - B. Pulaski County Sheriff’s telephone number (618) 748-9124
 - C. LEADS message
2. All calls from the above described exchange that are Alexander County residents and are administrative or non-emergency calls shall be referred to the Alexander County Sheriff’s Department phone number (618) 734-2142 or the Cairo Police Department phone number (618) 734-2131.

1. Both parties agree to keep all records and related data as established by the rules and regulations of the Illinois Commerce Commission.

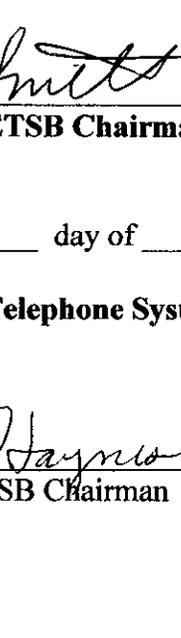
Executed this 18TH day of MAY, 2011.

Alexander County Emergency Telephone System Board

BY: 
James D. Smith, ACETSB Chairman

Executed this 17th day of May, 2011

Pulaski County Emergency Telephone System Board

BY: 
Thomas Haynes, PCETSB Chairman



ALEXANDER COUNTY E 9-1-1

3911 Sycamore, Cairo, Illinois 62914

Phone (618) 734-4218 Fax: (618) 734-4230

Email: 911alexander@gmail.com

ALEXANDER COUNTY RESIDENTS IN THE EXCHANGE 845 THAT HAVE BEEN OPTED OUT TO PULASKI COUNTY

14542	ELCO RD	ULLIN	IL	MCINTOSH, RODNEY
30204	RIFLE RANGE RD	ULLIN	IL	TAYLOR, GRANT
14405	ELCO RD	ULLIN	IL	MOWERY, OCAL
31512	DEXTER RD	ULLIN	IL	LAND, VIRGIL
14225	SHEPARD LN	ULLIN	IL	SHEPARD, JACK
33205	DEXTER RD	TAMMS	IL	CAIN, RANDY
33203	DEXTER RD	TAMMS	IL	ANDERSON, LAVERNE
14225	SHEPARD LN	ULLIN	IL	SHEPARD, JACK
33355	DEXTER RD	TAMMS	IL	MOWERY, DALE E
30682	DEXTER RD	ULLIN	IL	DEXTER, KENNETH
14748	ELCO RD	ULLIN	IL	TAYLOR, LARRY

14094	BEGGS LN	ULLIN	IL	FOX, CLYDE
31897	DEXTER RD	ULLIN	IL	MILLER, BRENT
15305	ULLIN RD	ULLIN	IL	N A B ELECTRIC
30279	RIFLE RANGE RD	ULLIN	IL	NELSON, LYDIA
30926	RIFLE RANGE RD	TAMMS	IL	SCRUGGS, DEWEESE
15361	ULLIN RD	ULLIN	IL	STEWART, RICHARD
15693	ULLIN RD	ULLIN	IL	SHUPE, CLAUDE
14094	BEGGS LN	ULLIN	IL	SEVERS, KATHY



Alexander County E 9-1-1
3911 Sycamore, Cairo, Illinois 62914
Phone (618) 734-4218 Fax: (618) 734-4230
Email: 911alexander@gmail.com

July 23, 2011

Mr. Rodney McIntosh
14542 Elco Rd.
Ullin, IL 62992

Dear Rod:

This letter is to advise you that you are one of 14 customers residing in Alexander County with an 845 exchange. The 845 exchange is served primarily by Pulaski County 911. Therefore, it is in the best interest, financially, for Alexander County 911 to opt out these 14 customers to Pulaski County 911. Once Alexander County 911 is given the authority, by the Illinois Commerce Commission, to take enhanced 911 calls, you will be dispatched by the Pulaski County Public Safety Answering Point

The Alexander County 911 System is expected to begin taking enhanced 911 calls by late 2011 or early 2012.

If you have any questions, you can reach me by calling the above number.

Sincerely,

Becky Kleckner, Coordinator
Alexander County 911

9-1-1

UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

307 W. Market St Rm 102

Jonesboro, Illinois 62952

Telephone No. (618)833-5442 Fax: (618)833-4011

Board Members & Staff

Chairman: Bill Bowen Vice Chairman: Steve Hartline; Financial Officer: Larry Eddleman, Board Secretary: David Miller,
Sheriff: David Livesay, Anna Police Dept.: Michael Hunter, County Commissioner: Randy Lambdin,
9-1-1 Coordinator: Jana Fear, 9-1-1 Secretary: Crystal Gurley

UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

INTERGOVERNMENTAL AGREEMENT

For

EXCLUDED EXCHANGE HANDLING

This **AGREEMENT** is made and entered into by and between the Union County Emergency Telephone System Board hereinafter referred to as "**UCETSB**", and Alexander County 9-1-1 Board hereinafter referred to as "**ACETSB**".

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and

WHEREAS, 5 ILCS220/1 et seq. entitled the "Intergovernmental Cooperation Act" at 50 ILCS 750/0,01 et seq., and

WHEREAS, the parties are units of government engaged in emergency services, and

WHEREAS, it is recognized that there are certain telephone exchanges that are assigned to a small number of persons within Union County, but the vast majority of persons within those exchanges reside outside Union County and that it is economically prohibitive to serve those exchanges through the Union County 9-1-1 System.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the **UCETSB** and the **ACETSB** do hereby agree as follows:

1. That should the **ACETSB** receive emergency service calls from Union County residents within the McClure exchange 661-XXXX the calls will be immediately routed or transferred to the Union County Sheriff's Department Public Service Answering Point (PSAP) via the following means:

- A. PSAP to PSAP transfer
- B. Union County Sheriff's Telephone number 618-833-5500, or
- C. LEADS message

2. All calls from the above described exchange that are Union County residents and are administrative or non-emergency calls shall be referred to the Union County 9-1-1 non-emergency administrative telephone number 618-833-5442.

3. Both parties agree to keep all records and related data as established by the rules and regulations of the Illinois Commerce Commission.

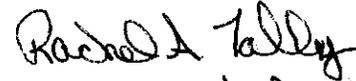
Executed this 6 day of July, 2011.

Union County Emergency Telephone System Board

By: 

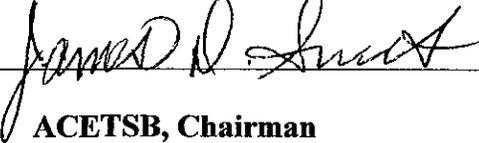
William Bowen, UCETSB Chairman




July 6, 2011

Executed this 18TH day of MAY, 2011

Alexander County Emergency Telephone System Board

By: 
ACETSB, Chairman

JF/jf

*****NOTE: Union County currently has no customers in the 618-661-XXXX exchange.**

9-1-1

UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

307 W. Market St Rm 102

Jonesboro, Illinois 62952

Telephone No. (618)833-5442 Fax: (618)833-4011

Board Members & Staff

Chairman: Bill Bowen Vice Chairman: Steve Hartline; Financial Officer: Larry Eddleman, Board Secretary: David Miller,
Sheriff: David Livesay, Anna Police Dept.: Michael Hunter, County Commissioner: Randy Lambdin,
9-1-1 Coordinator: Jana Fear, 9-1-1 Secretary: Crystal Gurley

UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

INTERGOVERNMENTAL AGREEMENT

For

EXCLUDED EXCHANGE HANDLING

This **AGREEMENT** is made and entered into by and between the Union County Emergency Telephone System Board hereinafter referred to as "**UCETSB**", and Alexander County 9-1-1 Board hereinafter referred to as "**ACETSB**".

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and

WHEREAS, 5 ILCS220/1 et seq. entitled the "Intergovernmental Cooperation Act" at 50 ILCS 750/0,01 et seq., and

WHEREAS, the parties are units of government engaged in emergency services, and

WHEREAS, it is recognized that there are certain telephone exchanges that are assigned to a small number of persons within Union County, but the vast majority of persons within those exchanges reside outside Union County and that it is economically prohibitive to serve those exchanges through the Union County 9-1-1 System.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the **UCETSB** and the **ACETSB** do hereby agree as follows:

1. That should the **ACETSB** receive emergency service calls from Union County residents within the Tamms exchange 747-XXXX the calls will be immediately routed or transferred to the Union County Sheriff's Department Public Service Answering Point (PSAP) via the following means:

- A. PSAP to PSAP transfer
- B. Union County Sheriff's Telephone number 618-833-5500, or
- C. LEADS message

2. All calls from the above described exchange that are Union County residents and are administrative or non-emergency calls shall be referred to the Union County 9-1-1 non-emergency administrative telephone number 618-833-5442.

3. Both parties agree to keep all records and related data as established by the rules and regulations of the Illinois Commerce Commission.

Executed this 6 day of July, 2011.

Union County Emergency Telephone System Board

By: *William Bowen*

William Bowen, UCETSB Chairman



Rachel A. Tally
July 6, 2011

Executed this 18TH day of MAY, 2011

Alexander County Emergency Telephone System Board

By: *James D. Smith*
ACETSB, Chairman

JF/jf

*****NOTE: Union County currently has approximately 32 customers in the 618-747-XXXX exchange.**

8-18-98
RECEIVED
AMERITECH LAW DEPT.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
ALEXANDER COUNTY, ILLINOIS

FILED

JUL 22 1999

Susan C. Niekman
CIRCUIT CLERK ALEXANDER COUNTY
NO. 98-CH-11

EMERGENCY TELEPHONE SYSTEM)
BOARD OF ALEXANDER COUNTY,)
ILLINOIS,)
Plaintiff.)

vs.)

AMERITECH, a Delaware Corporation)
Doing Business in the State of Illinois,)
Defendant.)

TEMPORARY RESTRAINING ORDER AND PERMANENT INJUNCTION

THIS CAUSE having come before the Court on Plaintiff's Motion with Notice for a Temporary Restraining Order and Permanent Injunction, all parties appearing by and through their respective attorneys, or having waived appearance and stipulated to the entry heard arguments of counsel, if any and being fully advised in their premises finds as follows:

1. That immediate and irreparable injury will result to Plaintiff and the citizens and residents of Alexander County, Illinois, unless a permanent injunction is issued, in that failure to provide non-published, non-listed telephone numbers and addresses needed to correct 9-1-1 date base errors, (referred to below as "Defendant's Records") to Plaintiff substantially impedes Plaintiff's ability to quickly and efficiently provide emergency services to the residents of Alexander County, Illinois, who have substantially increases the risk of injury or death to such residents.

2. That immediate and irreparable injury will result to Plaintiff and the residents of Alexander County, Illinois, unless a permanent injunction is issued, in that failure to provide the Plaintiff with Defendant's Records substantially impedes Plaintiff's ability to reach and attain the legitimate law enforcement, fire and emergency medical goals required by the Illinois General Assembly, thereby causing irreparable harm to Plaintiff's law enforcement, firefighting and emergency medical response and their citizens and residents.

3. That Defendant's determination not to supply Defendant Records to Plaintiff is based upon the provisions of the Electronic Communication Privacy Act, 18 U.S.C. 2701 et seq.

4. That Plaintiff has shown that Defendant's Records are relevant to legitimate law enforcement inquiry in accordance with the Electronic Communication Privacy Act, 18 U.S.C. 2703(d)

only such records for the sole purpose of ascertaining the originating telephone location and customer listings to insure that all customers are identified with the proper addresses in the Plaintiffs' 9-1-1 system so that 9-1-1 emergency calls for assistance result in a timely and accurate response of police, fire and medical services.

E. That Plaintiff shall take all necessary steps that are reasonable to protect that privacy of the Defendant's subscribers, to ensure that the access to Defendant's records granted by his Order does not disrupt Defendant's telephone service or place an unreasonable burden on Defendant's subscribers or services, and protect Defendants from any liability arising from Plaintiff's access to and use of Defendant's records.

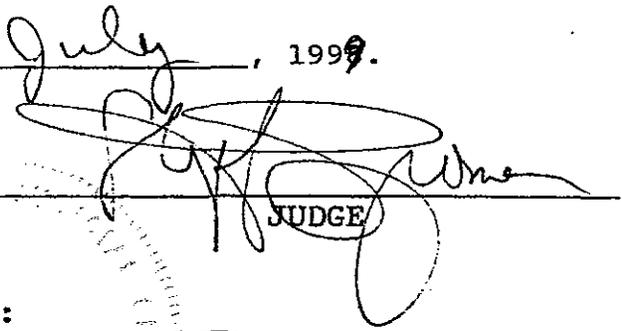
F. That the responsibility of Defendants is limited to the furnishing of the Defendant's Records and such records may be provided through any medium mutually agreeable. One acceptable method of providing Defendant's Records shall be to (1) put a complete memory of every non-published customer name, address and telephone number (subscriber records) in the 9-1-1 data base which is accessed only by receipt of a 9-1-1 call from a subscriber resulting in the display of the subscriber's record for the telephone number from which the call is originated; and (2) provide periodic error reports of subscriber records which are found by Defendants to be inconsistent with relevant street address geographic ranges or with other known facts.

G. That any bond for Plaintiff is waived.

H. That the Court shall retain jurisdiction of these cause to enforce this Order upon written motion with notice by any of the parties hereto.

ENTERED IN THE STATE OF ILLINOIS 27 day of July, 1999.
COUNTY OF ALEXANDER)

I, Susan C. Hileman, Circuit Clerk of Alexander County, Illinois do hereby certify the above document to be a true copy of the original on file and of record in my office.

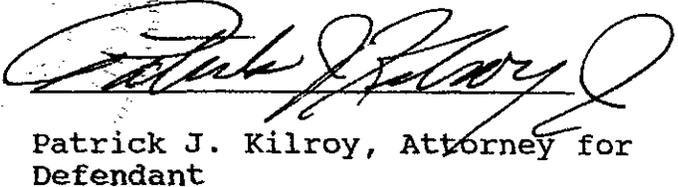

JUDGE

DATED July 22, 1999

Susan C. Hileman
Circuit Clerk Alexander County, Illinois

Subscribed as to form and content:


Jeffery B. Farris, Attorney for Plaintiff


Patrick J. Kilroy, Attorney for Defendant

Date: 10-8-98

5. That access to Defendant's Records is needed by Plaintiff to efficiently and effectively operate its 9-1-1 systems and to assist it in responding to all telephone calls to Plaintiff for emergency assistance.

6. That disclosure of Defendant's Records to Plaintiff for the limited purpose of assisting it in responding to such emergency calls will serve a legitimate law enforcement purpose.

7. That to assist Plaintiff in responding to emergency calls, Defendants will provide Defendant's Records if certain conditions set forth below are met which are necessary to comply with applicable state and federal statutes, to protect the privacy of subscribers, to ensure that such access does not disrupt Defendant's telephone service or place an unreasonable burden on its subscribers or services, and to protect it from liability arising from the Plaintiff's access.

8. That access to Defendant's Records for any purpose other than identifying the telephone location and name involved in calls for assistance to Plaintiff is prohibited.

9. That the Plaintiff's attorney has had communication with the attorneys for the Defendants wherein counsel for the Defendants have indicated that they have no objection to the issuance of permanent injunction.

THEREFORE, IT IS HEREBY ORDERED pursuant to 18 U.S.C. 2703(d) that Plaintiff shall have immediate access to the records of AMERITECH, (containing the customers non-published telephone numbers and addresses) for the geographic area served by Plaintiff's 9-1-1 systems under the following terms:

A. That access to Defendant's Records shall be made available to Plaintiff, during the implementation phase of the 9-1-1 system and thereafter as needed for error correction.

B. That access to Defendant's Records shall be solely by authorized employees of the Plaintiff; the Chairman of the Emergency Telephone System Board of Alexander County, Illinois, and his designees; and Plaintiff is responsible for advising any employee or designee who has access to Defendant's Records of the requirements of this Order and to obtain that employee's agreement in writing comply with this Order.

C. That Plaintiff shall advise any employee, chairman or designee who is given access to Defendant's Records of the requirements of this Order and to obtain such person's agreement in writing to comply with the confidentially provisions of this Order.

D. That all persons and entities obtaining access to Defendant's Records shall keep all of the non-published and non-listed telephone numbers and addresses confidential and shall

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
ALEXANDER COUNTY, ILLINOIS

EMERGENCY TELEPHONE SYSTEM)	
BOARD OF ALEXANDER COUNTY,)	
ILLINOIS,)	
Plaintiff.)	
)	NO. 98-CH- 10
vs.)	
)	
GTE NORTH, Incorporated)	
a Wisconsin Corporation,)	
Doing Business in the State of Illinois,)	
Defendant.)	

TEMPORARY RESTRAINING ORDER AND PERMANENT INJUNCTION

THIS CAUSE having come before the Court on Plaintiff's Motion with Notice for a Temporary Restraining Order and Permanent Injunction, all parties appearing by and through their respective attorneys, or having waived appearance and stipulated to the entry heard arguments of counsel, if any and being fully advised in their premises finds as follows:

1. That immediate and irreparable injury will result to Plaintiff and the citizens and residents of Alexander County, Illinois, unless a permanent injunction is issued, in that failure to provide non-published, non-listed telephone numbers and addresses needed to correct 9-1-1 date base errors, (referred to below as "Defendant's Records") to Plaintiff substantially impedes Plaintiff's ability to quickly and efficiently provide emergency services to the residents of Alexander County, Illinois, who have substantially increases the risk of injury or death to such residents.

2. That immediate and irreparable injury will result to Plaintiff and the residents of Alexander County, Illinois, unless a permanent injunction is issued, in that failure to provide the Plaintiff with Defendant's Records substantially impedes Plaintiff's ability to reach and attain the legitimate law enforcement, fire and emergency medical goals required by the Illinois General Assembly, thereby causing irreparable harm to Plaintiff's law enforcement, firefighting and emergency medical response and their citizens and residents.

3. That Defendant's determination not to supply Defendant Records to Plaintiff is based upon the provisions of the Electronic Communication Privacy Act, 18 U.S.C. 2701 et seq.

4. That Plaintiff has shown that Defendant's Records are relevant to legitimate law enforcement inquiry in accordance with

the Electronic Communication Privacy Act, 18 U.S.C. 2703(d)

5. That access to Defendant's Records is needed by Plaintiff to efficiently and effectively operate its 9-1-1 systems and to assist it in responding to all telephone calls to Plaintiff for emergency assistance.

6. That disclosure of Defendant's Records to Plaintiff for the limited purpose of assisting it in responding to such emergency calls will serve a legitimate law enforcement purpose.

7. That to assist Plaintiff in responding to emergency calls, Defendants will provide Defendant's Records if certain conditions set forth below are met which are necessary to comply with applicable state and federal statutes, to protect the privacy of subscribers, to ensure that such access does not disrupt Defendant's telephone service or place an unreasonable burden on its subscribers or services, and to protect it from liability arising from the Plaintiff's access.

8. That access to Defendant's Records for any purpose other than identifying the telephone location and name involved in calls for assistance to Plaintiff is prohibited.

9. That the Plaintiff's attorney has had communication with the attorneys for the Defendants wherein counsel for the Defendants have indicated that they have no objection to the issuance of permanent injunction.

THEREFORE, IT IS HEREBY ORDERED pursuant to 18 U.S.C. 2703(d) that Plaintiff shall have immediate access to the records of G.T.E. NORTH, (containing the customers non-published telephone numbers and addresses) for the geographic area served by Plaintiff's 9-1-1 systems under the following terms:

A. That access to Defendant's Records shall be made available to Plaintiff, during the implementation phase of the 9-1-1 system and thereafter as needed for error correction.

B. That access to Defendant's Records shall be solely by authorized employees of the Plaintiff; the Chairman of the Emergency Telephone System Board of Alexander County, Illinois, and his designees; and Plaintiff is responsible for advising any employee or designee who has access to Defendant's Records of the requirements of this Order and to obtain that employee's agreement in writing comply with this Order.

C. That Plaintiff shall advise any employee, chairman or designee who is given access to Defendant's Records of the requirements of this Order and to obtain such person's agreement in writing to comply with the confidentially provisions of this Order.

D. That all persons and entities obtaining access to

Defendant's Records shall keep all of the non-published and non-listed telephone numbers and addresses confidential and shall only such records for the sole purpose of ascertaining the originating telephone location and customer listings to insure that all customers are identified with the proper addresses in the Plaintiffs' 9-1-1 system so that 9-1-1 emergency calls for assistance result in a timely and accurate response of police, fire and medical services.

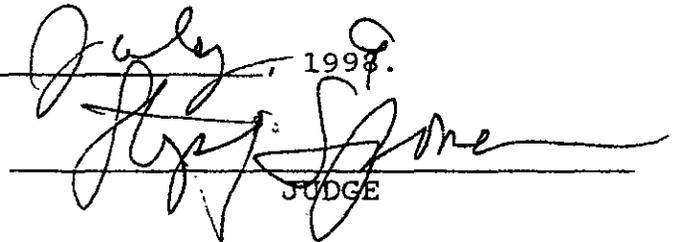
E. That Plaintiff shall take all necessary steps that are reasonable to protect that privacy of the Defendant's subscribers, to ensure that the access to Defendant's records granted by his Order does not disrupt Defendant's telephone service or place an unreasonable burden on Defendant's subscribers or services, and protect Defendants from any liability arising from Plaintiff's access to and use of Defendant's records.

F. That the responsibility of Defendants is limited to the furnishing of the Defendant's Records and such records may be provided through any medium mutually agreeable. One acceptable method of providing Defendant's Records shall be to (1) put a complete memory of every non-published customer name, address and telephone number (subscriber records) in the 9-1-1 data base which is accessed only by receipt of a 9-1-1 call from a subscriber resulting in the display of the subscriber's record for the telephone number from which the call is originated; and (2) provide periodic error reports of subscriber records which are found by Defendants to be inconsistent with relevant street address geographic ranges or with other known facts.

G. That any bond for Plaintiff is waived.

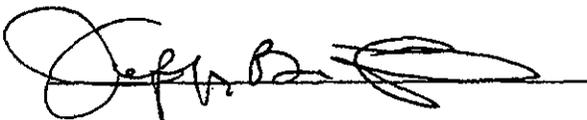
H. That the Court shall retain jurisdiction of these cause to enforce this Order upon written motion with notice by any of the parties hereto.

ENTERED this 22 day of July, 1998.



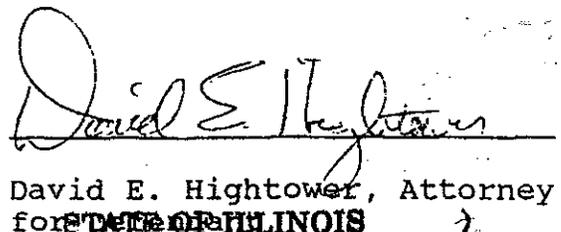
JUDGE

Approved as to form and content:



Jeffery B. Farris, Attorney
for Plaintiff

Date: 8-25-98



David E. Hightower, Attorney
for Defendant

STATE OF ILLINOIS
COUNTY OF ALEXANDER)
I, Susan C. Hileman, Circuit Clerk of Alex
ander County, Illinois do hereby certify the
above document to be a true copy of the
original on file and of record in my office.
AUG 27 1998



RECEIVED
2/21/12

ALEXANDER COUNTY E 9-1-1

3911 Sycamore, Cairo, Illinois 62914
Phone (618) 734-4218 Fax: (618) 734-4230
Email: 911alexander@gmail.com

Telecommunications Carrier AFFIDAVIT

I, Venancio Escutia, being duly sworn upon oath, depose and state that I am Specialist - Project for Frontier Communications that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Telecommunications Carrier exchange boundary maps for Frontier Communications within the County of Alexander. (Exhibits 1 & 2)
2. A list of the Frontier Communications exchanges in which the proposed system will operate. (Exhibit 5)
3. System Costs. (Exhibit 7)
4. Answers provided by Frontier Communications to questions appearing on the questionnaire. (Exhibit 10)
5. Frontier Communications will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not

Venancio Escutia
Affiant

Subscribed and sworn to before me this 9th day of February, 2012

Rosa Solis
Notary Public





Alexander County E 9-1-1

3911 Sycamore, Cairo, Illinois 62914
Phone (618) 734-4218 Fax: (618) 734-4230
Email: 911alexander@gmail.com

Telecommunications Carrier AFFIDAVIT

I, RHETT BEEKMAN, being duly sworn upon oath, depose and state that I am 9-1-1 PROJECT MANAGER for at&t that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Telecommunications Carrier exchange boundary maps for at&t within the Alexander County Jurisdiction. (Exhibits 1 & 2)
2. A list of the at&t exchanges in which the proposed system will operate. (Exhibit 5)
3. System Costs. (Exhibit 7)
4. Answers provided by at&t to questions appearing on the questionnaire. (Exhibit 10)
5. at&t will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not

Affiant

Subscribed and sworn to before me this 5th day of January, 2012.

Notary Public

