

**City of Marseilles**  
**209 Lincoln Street**  
**Marseilles, Illinois 61341**  
**Phone: (815) 795-2133 Fax: (815) 795-6600**  
**www.marseillesil.net**

**Patti Smith, Mayor**

**Bob Davis , Accounts & Finance**  
**Jim Hollenbeck, Public Health & Safety**  
**Bobby Kaminski, Streets & Improvements**  
**Jim Buckingham, Public Property & Water**

**Richard Burton, Attorney**  
**Michael Etscheid, Engineer**  
**John Knudson, Zoning Officer**  
**(815) 795-5654**

**Lesley Hart, City Clerk**

**Mary Oslanzi, City Treasurer**

February 20, 2013

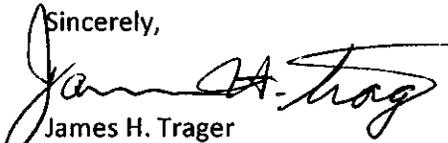
Mr. Glen Rauh  
Marseilles Telephone Co.  
220 N. Menard  
Metamora, Illinois 61548

Dear Mr. Rauh:

This letter is to confirm our intent to modify the City of Marseilles current E9-1-1 system by entering into a contractual agreement with the City of Ottawa, Illinois for dispatching services. All 9-1-1 calls for Marseilles will be routed to the Ottawa E9-1-1 center which is located at 301 W Lafayette St., Ottawa, Illinois once approval is granted by the Illinois Commerce Commission.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval of this modification. Thank you for your attention to this matter.

Sincerely,

  
James H. Trager  
Chairman ETSB

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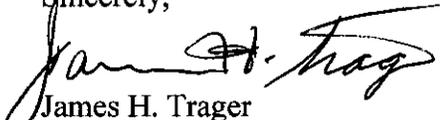
Mr. Paul Stoffels  
Area Manager, 9-1-1 Customer Service  
4918 W. 95<sup>th</sup> St. Floor 2  
Oak Lawn, Illinois 60453

Dear M. Stoffels:

This letter is to confirm our intent to modify the City of Marseilles current E9-1-1 system by entering into a contractual agreement with the City of Ottawa, Illinois for dispatching services. All 9-1-1 calls for Marseilles will be routed to the Ottawa E9-1-1 center which is located at 301 W. Lafayette St., Ottawa, Illinois once approval is granted by the Illinois Commerce Commission.

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Sincerely,

  
James H. Trager  
Chairman ETSB

## NARRATIVE STATEMENT

The City of Marseilles has entered into a contractual agreement with the City of Ottawa to provide communication service. The City of Ottawa will receive all of City of Marseilles 9-1-1 calls for service and will dispatch those calls for Police, Fire, and Emergency Medical Services.

The only users affected by this change will be those within the Marseilles Telephone Exchange with 815-794 , and 815-795 prefixes, and those wireless users in the 61341 and 61360 zip code areas. None of the boundaries of the areas covered under the present system will be changes.

The number of 9-1-1 trunks has been adjusted according to AT&T guidelines to incorporate the City of Marseilles into the City of Ottawa's E9-1-1 center.

The City of Ottawa has three dispatch positions and all three are capable of receiving and dispatching for both communities. The City of Ottawa has the necessary personal to provide both cities with communication services.

The City of Peru, Illinois will be the backup PSAP for the City of Marseilles.

**9-1-1 GENERAL INFORMATION**

<b>Current Date:</b>	<b>Feb. 20, 2013</b>
<b>Proposed Modification Date:</b>	<b>May 1, 2013</b>
<b>Submitted by:</b>	<b>James H. Trager, Chairman ETSB</b>
<b>Modification of an existing system – ICC Docket#:</b>	<b>02-0601</b>
<b>Total Population Served:</b>	<b>5100</b>
<b>Total Access Lines:</b>	<b>2418</b>
<b>Total Land Area Covered:</b>	<b>10.5 Sq. miles in City – 63.8 Total</b>

**PSAP 9-1-1 System Liaison to the Commission:**

**James H. Trager,  
Chairman ETSB  
209 Lincoln St  
Marseilles, Il. 61341**

**815-795-2133 or 815-795-0006**



Exhibit 4

ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, their address(es) and telephone number(s). Each agency that appears on this list should also be shown on the map(s) and should have signed a call handling agreement. *\*NOTE: Please provide Exhibit 4 on diskette, if possible.*

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Village of Seneca P.S.A.P.	340 N. Cash St. Seneca, Il 61360	815-357-6442
LaSalle County Sheriff	707 E. Etna Rd. Ottawa, Il 61350	815-434-8320
Seneca Police Dept.	340 N. Cash St. Seneca, Il 61360	815-357-1616
Seneca Rural Fire Protection	303 1/2 N Cash St. Seneca, Il 61360	815-357-1600
Seneca Volunteer Ambulance	303 N. Cash St. Seneca, Il 61360	815-357-6442
ILLINOIS STATE POLICE - DIST. 17	ILLINOIS STATE POLICE	217-785-4850
	COMMUNICATIONS SERVICES BUREAU	
	801 S. 7TH ST. SUITE 201N	
	SPRINGFIELD, IL. 62703	

Exhibit 4

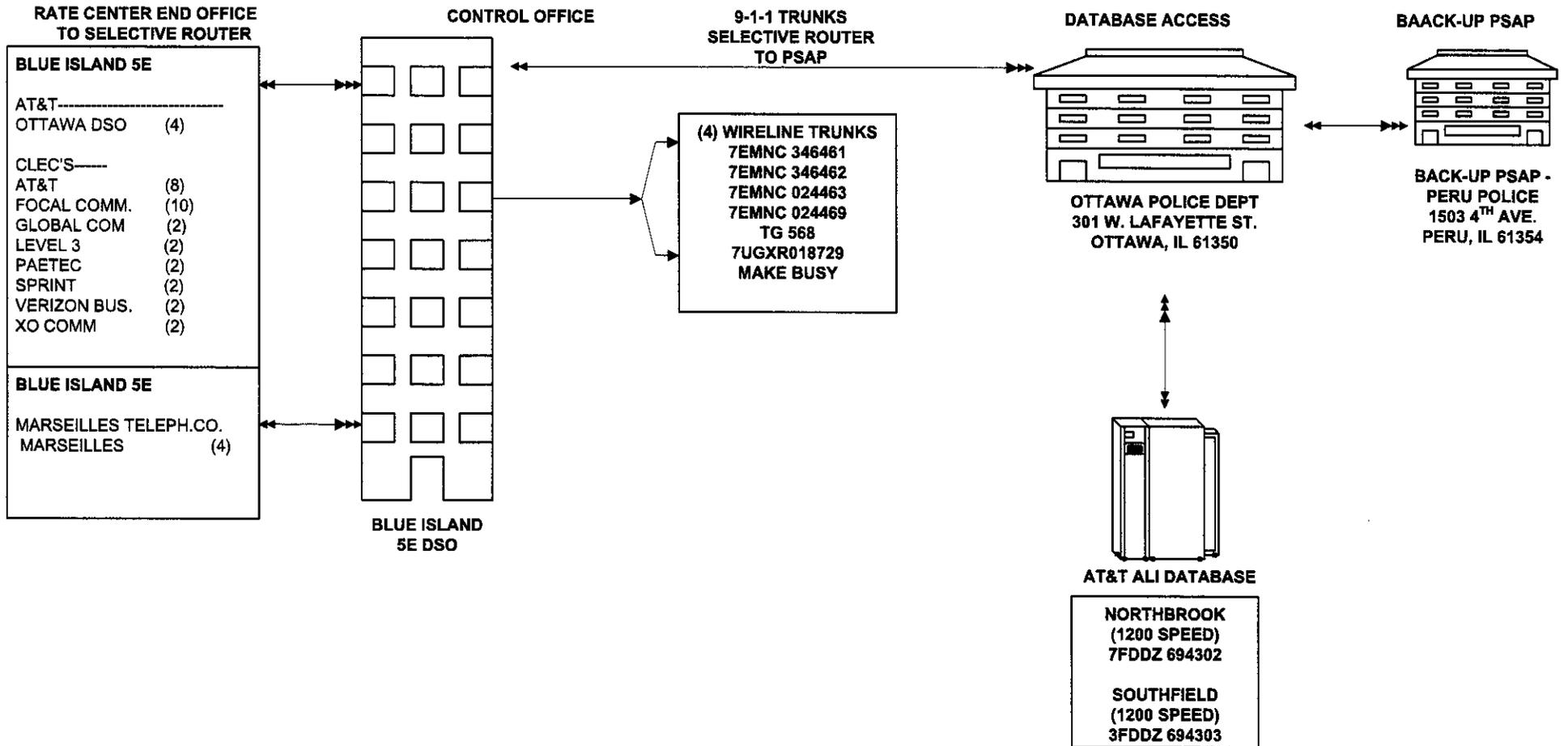
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AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
ALLEN TWP. VOLUNTEER FIRE PROT. DIST	102 S. LINCOLN, PO BOX 224, RANDOM IL. 60470	815-586-4421
GRAND RIDGE VOLUNTEER FIRE DEPT	5 E. MAIN ST, PO BOX 687, GRAND RIDGE IL. 61325	815-249-5278
GRUNDY COUNTY SHERIFF	111 E. ILLINOIS AVE, MORRIS IL, 60450	815-942-6645
MAZON FIRE DEPT.	700 PARK ST, PO BOX 267, MAZON IL, 60444	815-448-2715
MORRIS FIRE PROTECTION DIST.	2301 ASHTON RD, MORRIS IL, 60450	815-942-2830
NAPLATE FIRE DEPT.	2000 OTTAWA AVE, PO BOX 2095, OTTAWA IL 61350	815-434-1866
NEWARK FIRE PROT. DIST.	201 E. MAIN ST, NEWARK IL, 60541	815-695-5656
OTTAWA POLICE DEPT.	301 W. LAFAYETTE ST, OTTAWA IL, 61350	815-433-2131
OTTAWA FIRE DEPT.	301 W. LAFAYETTE ST, OTTAWA IL, 61350	815-434-3785
SERENA COMMUNITY FIRE PROT. DIST.	2286 E. RT 52, PO BOX 133, SERENA IL, 60549	815-496-2629
SHERIDAN COMMUNITY FIRE PROT. DIST.	185 N. ROBINSON, PO BOX 588, SHERIDAN IL, 60551	815-496-2296
VERONA-KINSMAN FIRE PROTECTION DIST.	405 DIVISION ST, BOX 132, VERONA IL, 60479	815-287-2320
WALLACE FIRE PROTECTION DIST.	3283 E 14TH RD, PO BOX 902, OTTAWA IL, 61350	
OTTAWA, CITY OF PSAP	301 W. LAFAYETTE ST, OTTAWA IL, 61350	815-433-2131
GRUNDY COUNTY PSAP	111 E. ILLINOIS AVE, MORRIS IL 60450	815-405-0998
LASALLE COUNTY PSAP	707 ETNA ROAD, OTTAWA IL, 61350	815-434-8320



OTTAWA (CITY OF)  
301 W. LAFAYETTE ST.  
OTTAWA, IL 61350  
CUTOVER DATE : 11-14-90



## INTERGOVERNMENTAL AGREEMENT

WHEREAS, the EMERGENCY TELEPHONE SYSTEM BOARD OF MARSEILLES, ILLINOIS (Marseilles ETSB) has requested that the EMERGENCY TELEPHONE SYSTEM BOARD of PERU, ILLINOIS (Peru ETSB) provide E911 backup services for Marseilles in the event the Marseilles system is not functioning; and,

WHEREAS, standards promulgated by the Illinois Commerce Commission require emergency telephone systems to have a back-up public safety answering point; and,

WHEREAS, Marseilles ETSB has requested that Peru ETSB act as their backup which Peru ETSB is willing to perform subject to the terms of this agreement; and,

WHEREAS, Marseilles and Peru are adjoining municipalities and Peru ETSB believes that it is in their best interests to provide backup services to Marseilles ETSB to help assure that in the event of a failure of the Marseilles ETSB 911 system, Peru ETSB will not be handling 911 calls for Marseilles ETSB without technology and information necessary for Peru ETSB to effectively handle such calls;

NOW THEREFORE, IT IS AGREED by and between the Marseilles ETSB and Peru ETSB as follows:

1. **Requested services:** Peru agrees to provide E911 backup services for the City of Marseilles in the event that the Marseilles E911 system is not functioning (hereinafter Requested Services). Marseilles shall be responsible for the costs associated in the implementation of the backup services to be provided by Peru. Should the implementation of the backup services be technically unfeasible or cost prohibitive, this Agreement may be terminated by Marseilles ETSB upon written notice to Peru ETSB.
2. **Authority:** For and during any period that any personnel of the Peru ETSB are performing the Requested Services, such personnel shall be under the authority and direction of Peru ETSB.
3. **Other Liabilities:** Marseilles ETSB agrees to defend and indemnify Peru ETSB for any claims alleging bodily injury or property damage or other related damage brought against Peru ETSB and arising out of Peru ETSB's alleged negligent performance or failure to perform requested services when such negligence or failure arises from Marseilles ETSB inadequately implementing backup service technology, software, information systems and protocols needed for the backup service to effectively function. Both parties to this agreement shall maintain general liability insurance in an amount no less than \$1,000,000 per person and \$3,000,000 per occurrence naming each other as an additional insured.
4. **Notices and Communications:** All notices, demands, 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 Peru ETSB and Marseilles ETSB as follows:

If to Peru ETSB, at 1503 4<sup>th</sup> Street, Peru, IL 61354 Attn: Peru ETSB Chairman

If to Marseilles ETSB, at 209 Lincoln Street, Marseilles, IL 61341 Attn: Marseilles ETSB  
Chairman

5. **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.

6. **Written Modifications:** 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 Peru ETSB and Marseilles ETSB.

7. **Effective Date and Duration:** 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 December 31, 2013. This agreement shall automatically renew on a year by year basis unless notice is provided to the other party six months or more in advance that the agreement will not renew.

8. **Entire Agreement:** This Agreement constitutes the entire agreement of the Peru ETSB and the Marseilles ETSB of the subject matter hereof. Marseilles ETSB represents, warrants, covenants and agrees that no representation, warranty, covenant or agreement shall be binding on Peru ETSB unless expressed in writing herein or by written modification pursuant to 6 hereof.

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

EMERGENCY TELEPHONE SYSTEM BOARD  
CITY OF MARSEILLES, ILLINOIS

BY *John H. Krug*

DATE 2-22-13

EMERGENCY TELEPHONE SYSTEM BOARD  
CITY OF PERU, ILLINOIS

BY *Douglas Bernabei ml*

DATE 2/22/13

INTERGOVERNMENTAL AGREEMENT  
FOR CONSOLIDATED 911 EMERGENCY COMMUNICATION  
SERVICES BETWEEN THE CITY OF OTTAWA, OTTAWA EMERGENCY TELEPHONE  
SYSTEM BOARD, CITY OF MARSEILLES AND MARSEILLES EMERGENCY  
TELEPHONE SYSTEM BOARD

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the City of Ottawa, an Illinois Municipal Corporation (Ottawa), the Ottawa Emergency Telephone System Board (Ottawa ETSB), the City of Marseilles, an Illinois Municipal Corporation (Marseilles) and the Marseilles Emergency Telephone System Board (Marseilles ETSB), collectively referred to as the Parties, pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution, sections 11-15.1-1 through 11-15.1-5 of the Illinois Municipal Code (65 ILCS 11-15.1-1 through 11-15.1-5), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and all other applicable authority.

WHEREAS, the Ottawa ETSB and the Marseilles ETSB operate separate emergency communications systems pursuant to the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and part 725 and 728 of Title 83 of the Illinois Administrative Code; and

WHEREAS, the Parties to this Agreement have been exploring the benefits of consolidating public safety communications in an effort to provide their respective residents with expanded, enhanced and efficient emergency communications services; and

WHEREAS, the Marseilles and the Marseilles ETSB have requested Ottawa and the Ottawa ETSB to consider entering into an intergovernmental agreement whereby Ottawa and the Ottawa ETSB would provide integrated Enhanced 911 emergency telephone system communications on behalf of the Parties.

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

1. The foregoing recitals are by this reference incorporated herein and made a part hereof.
2. Marseilles and the Marseilles ETSB and Ottawa and the Ottawa ETSB agree to function as an integrated enhanced 911 system. All telephone lines which currently provide service to the Marseilles dispatch center shall be directed to the Ottawa dispatch center.
3. Ottawa and the Ottawa ETSB shall provide all dispatching services for Marseilles, the Marseilles ETSB and any entity with which either of those parties currently has a contract or agreement for dispatching services, in principle being the Marseilles Fire Protection District, Marseilles Area Ambulance Service, and the Marseilles Water and Sewer Department. Ottawa and Ottawa ETSB shall provide dispatch services for the City of Marseilles and its ETSB through the use of an enhanced 911 landline telephone system, and a Phase II Wireless Phone System. For purposes of this contract, E911 shall include but is not limited to the ability to dispatch Police, Fire and EMS agencies through the use of a telephone system with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and Selective routing. Phase II wireless shall have the ability to display the location of the caller and the ability to dispatch the proper Police, Fire, and EMS to that location. To further enhance the system, Ottawa shall incorporate the City of Marseilles mapping system into the Ottawa mapping system, and Ottawa shall provide an emergency notification system (Reverse 911) to users included in the Marseille system. Marseilles ETSB shall be responsible for the maintenance of the Master Street Address Guide (MSAG) for Marseilles and for providing Ottawa with updated information of the City of Marseilles boundaries for the mapping system. Any additions or deletions to the

MSAG or mapping system shall be reported to Ottawa within seven (7) days. Marseilles ETSB shall be responsible for the execution and maintenance of all call handling agreements between Marseilles and other agencies included in and adjacent to its 911 system, including the annual notifications required by the ICC and the Attorney General. In addition, the Ottawa and the Ottawa ETSB shall maintain records of all services provided to residents of Marseilles and the Marseilles ETSB in the same manner in which it now maintains records of all services provided to those residents it currently serves.

4. Marseilles and the Marseilles ETSB agree to pay to the Ottawa the sum of \$150,000.00 per year for the annual personnel costs and expenses. The initial payment of \$150,000.00 shall be due within 20 days of the last of the parties to sign this agreement. During each subsequent year of this Agreement, the annual payment shall increase by five percent (5%). For example, the amount of the second annual payment would be the sum of \$157,500.00, and the amount of the third annual payment would be the sum of \$165,375.00. One-half of this payment shall be due on or before June 1 and one-half of this payment shall be due on or before October 1, starting June 1, 2014. Further, the Marseilles ETSB shall pay 20% of its monthly landline and wireless 911 surcharge revenue to the Ottawa ETSB for the purchase, maintenance, upgrade and repair of equipment and software. Such payments shall be made by Marseilles to Ottawa within 30 days of receipt of the surcharge revenue by Marseilles. The parties agree that should the annual payment for personnel costs and the annual payment for surcharge revenue ever exceed 200% of the annual 911 surcharge revenue received by Marseilles, they will meet to negotiate over amending the payment obligations of Marseilles and the Marseilles ETSB. In addition to the foregoing annual financial contribution, Marseilles and the Marseilles ETSB, jointly and severally agree to pay the Ottawa ETSB a one-time payment in the amount of

\$15,000.00 (Fifteen Thousand Dollars) as a voluntary impact fee for Ottawa ETSB's administrative costs and expenses associated with the integration of the Marseilles E911 with the Ottawa E911.

5. In addition to the above personnel and equipment costs and voluntary impact fee, Marseilles and the Marseilles ETSB agree to pay and satisfy or cause to be paid and satisfied any and all infrastructure costs to make the Marseilles Police, Fire and EMS communications equipment (including the equipment of the Marseilles Area Ambulance Service and the Marseilles Fire Protection District, for whom Marseilles currently provides emergency dispatch services pursuant to written agreements) compatible with the Ottawa ETSB communications equipment. The parties attaché hereto a good faith estimate of infrastructure charges payable by Marseilles and Marseilles ETSB. This includes, but is not limited to, all costs associated with landline 911 calls, wireless 911 calls and all radio communications, specifically including any and all necessary hardware, software or other equipment necessary to allow the Ottawa ETSB's public safety answering point (PSAP) to communicate with Marseilles Police, Fire and EMS personnel (including the Marseilles Fire Protection District and the Marseilles Area Ambulance Service personnel), including any such equipment to allow Marseilles Police, Fire and EMS (including Marseilles Fire Protection District and Marseilles Area Ambulance Service) to communicate with Ottawa ETSB's back-up PSAP's. The parties agree that the Ottawa ETSB will pay for the equipment to be installed upon a radio communications tower so that the Ottawa ETSB may better serve the Marseilles area. If this agreement is terminated or not renewed, the Marseilles ETSB shall reimburse the Ottawa ETSB for the fair market value of the equipment at the time of termination or non-renewal and the equipment shall become the property of the Marseilles ETSB.

6. Marseilles and Marseilles ETSB shall be entitled to have one seat (one seat only, and not one seat for each of them) on the Ottawa ETSB. Said member shall not be a voting member, but shall be entitled to participate in the meeting as if he/she were a voting member.

7. The Parties acknowledge and agree that ~~Ottawa and the Ottawa ETSB as well as~~ Marseilles and Marseilles ETSB shall file a Petition with the Illinois Commerce Commission for an order of authorization to operate as an ETSB pursuant to the terms of this Intergovernmental Agreement. Marseilles and the Marseilles ETSB shall be jointly and severally responsible for the costs associated with filing any such petition, including any evidentiary hearing, administrative review or appeals associated with such petition.

8. Upon the last of the parties to sign this agreement, each party to this agreement shall commence reasonably necessary actions to effectuate the ability of Ottawa ETSB to provide dispatch services for Marseilles, Marseilles Fire Protection District and Marseilles Area Ambulance Service as provided herein. Upon final approval of the Illinois Commerce Commission, the parties hereto shall make diligent effort to begin Ottawa ETSB dispatching within 30 days. The effective date of this agreement shall be the later of the entry of the final and non-appealable order from the appropriate jurisdiction or upon the approval of all parties to this Agreement.

9. Notwithstanding the above, this Agreement shall be contingent upon the occurrence of all of the following: (a) the payment by Marseilles and the Marseilles ETSB of all sums due and payable to the Ottawa ETSB, (b) the issuance of a final and non-appealable order by the Illinois Commerce Commission or other appropriate jurisdiction, and (c) the purchase, installation, testing and other necessary actions by Marseilles and the Marseilles ETSB for all infrastructure which will allow landline 911 calls, wireless 911 calls and all radio

communications to occur at a standard which is acceptable in the sole discretion of the Ottawa ETSB.

10. The parties hereto agree to cooperate with the preparation and execution of any and all documents which may be necessary to facilitate the intent and purpose of this Agreement, including the execution of any documents necessary to be prepared and filed with the Federal Communications Commission, Illinois Commerce Commission, or any other governmental entity that has jurisdiction, or that may have jurisdiction in the future, over the radio communications, landline or wireless 911 call taking or dispatching of such services contemplated herein.

11. Nothing herein shall be construed as creating an obligation of the Ottawa ETSB or any other party to this agreement to purchase any communications equipment for and on behalf of Marseilles or the Marseilles ETSB including, but not limited to, mobile radios, base stations, computers, portables, radios, pagers, licenses, software, hardware or other devices or equipment in the future. In the event the Ottawa ETSB purchases any such equipment, it shall not be construed as an obligation to repair, replace or maintain any such equipment in the future.

12. The parties do hereby acknowledge and agree that they shall remain a party to this Intergovernmental Agreement through and including its initial termination date which shall be five (5) years after the effective date of this Agreement.

13. All parties to this Agreement acknowledge and agree that the telecommunicators employed at any given time in the Ottawa Consolidated Emergency Communications Center shall be employees of Ottawa or the Ottawa ETSB. As such, the Ottawa and the Ottawa ETSB shall have complete control over their employment, compensation, discipline and discharge. Moreover, any party to this Intergovernmental Agreement shall strictly follow the chain of

command and shall communicate with the 911 Communications Director in the event a question, concern, complaint or other communication is necessary related to dispatch services. The parties acknowledge and agree that there shall be no direct contact with any telecommunicators, except upon the express authorization by the Ottawa 911 Communications Director.

14. Any Freedom of Information Act requests, subpoenas or other requests for documents or other electronic or digital files in any way related to the dispatch operations shall immediately be tendered to the Ottawa 911 Communications Director. Upon receipt, it shall be the responsibility of the Ottawa 911 Communications Director to respond to any such FOIA request, subpoena or other document request, assuming said request is for audio communications or documents within the jurisdiction of the Ottawa ETSB. The receipt of a FOIA request, subpoena or other request for documents outside of the jurisdiction of the Ottawa ETSB shall be handled by each individual party.

15. To the extent of any inconsistency between this Intergovernmental Agreement and any other agreement by and among the Parties or any of them, this Intergovernmental Agreement shall govern and supersede and such inconsistent provisions.

16. Each party to this Agreement warrants and represents that the persons signing this agreement are authorized agents of their respective public bodies, and that each public body has taken formal action to approve this agreement at a public meeting properly noticed pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

17. The parties contemplate that this Agreement shall be long-term and extend into the foreseeable future. The initial term of this Agreement shall be for five (5) years, and this Agreement shall automatically renew, without additional action by the Parties, for successive

five-year terms unless written notice of cancellation of this Agreement is received by the non-cancelling parties not less than 180 days prior to the expiration of the then current term of this Agreement. Upon renewal of this Agreement, the parties shall negotiate all costs payable by Marseilles and Marseilles ETSB based on an analysis of actual costs incurred by Ottawa and Ottawa ETSB and the percentage of cost reasonably attributable to Marseilles and Marseilles ETSB with the understanding of the parties that the financial obligations of Marseilles and Marseilles ETSB should not exceed 200% of the annual 911 surcharge revenue received by Marseilles. Ottawa and the Ottawa ETSB may cancel this Agreement upon not less than thirty (30) days notice to Marseilles and the Marseilles ETSB for failing to pay any amount required by paragraphs 3 and 4 hereof. In the event Marseilles becomes delinquent beyond 30 days in payment to Ottawa of the annual personnel costs and expenses or of the 20% of the monthly landline and wireless 911 surcharge, Ottawa shall have the right to file a court action seeking as a remedy, in addition to any other remedy, assignment of all monthly landline and wireless 911 surcharge and Marseilles Fire Protection District intergovernmental dispatch agreement funds to Ottawa until any delinquency is satisfied. In the event that the foregoing court action fails to satisfy said Marseilles' payments to Ottawa within one year of the judgment rendered in such court action, Ottawa and/or Ottawa ETSB may petition the ICC for termination of dispatch services as called for under this Agreement.

18. The Parties hereto may, at law or in equity, bring a suit, action, mandamus or other proceeding, including without limitation, specific performance, to enforce or compel the performance 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 or Parties of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding.

19. Marseilles agrees to levy and appropriate annually such funds as may be reasonably necessary to pay the amounts due the Ottawa ETSB, including the amounts necessary to perform its obligations, pursuant to this Agreement.

20. This Agreement and the rights created hereunder may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed and delivered by the Parties hereto.

21. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressees thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to the Ottawa:

Mayor  
City of Ottawa  
301 W. Madison Street  
Ottawa, IL 61350  
(815) 433-0161  
(815) 433-2270 (fax)

With Copy to:

Pool, Leigh & Kopko, P.C.  
628 Columbus Street, Suite 208  
Ottawa, IL 61350  
(815) 434-0097  
(815) 434-0270 (fax)

For notices and communications to the Ottawa ETSB:

City of Ottawa

Emergency Telephone System Board  
301 W. Madison Street  
Ottawa, IL 61350  
(815)433-0161  
(815) 433-2270 (fax)

For notices and communications to Marseilles:

Mayor  
City of Marseilles  
209 Lincoln Street  
Marseilles, IL 61341  
(815) 795-2133  
(815) 795-6600 (fax)

With Copy to:

Richard Burton  
HUPP, LANUTI, IRION & BURTON, P.C.  
227 W. Madison Street  
Ottawa, IL 61350  
(815) 433-3111  
(815) 433-9109 (fax)

For notices and communications to the Marseilles ETSB:

City of Marseilles  
Emergency Telephone System Board  
209 Lincoln Street  
Marseilles, IL 61341  
(815) 795-2133  
(815) 795-6600 (fax)

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee for both for all future notices and communications to such party, but no notice of such a change of address shall be effective until actually received.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were

upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.

23. If any section, paragraph or provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

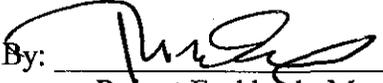
24. No amendment or modification to this Agreement or waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought.

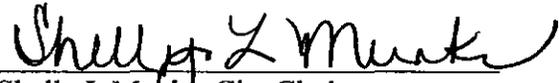
25. This Agreement contains the entire understanding of the parties as to the matters set forth herein.

IN WITNESS WHEREOF, the parties below have set their hands and seals the day and year set forth below.

**CITY OF OTTAWA, ILLINOIS**

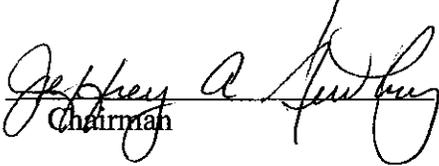
**ATTEST:**

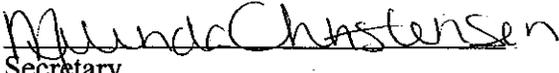
By:   
Robert Eschbach, Mayor

  
Shelly L. Munk, City Clerk

**OTTAWA ETSB**

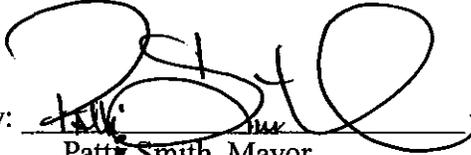
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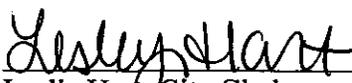
By:   
Chairman

  
Secretary

**CITY OF MARSEILLES, ILLINOIS**

**ATTEST:**

By:   
Patty Smith, Mayor

  
Leslie Hart, City Clerk  
Lesley

**MARSEILLES ETSB**

**ATTEST:**

By:   
Chairman

  
Secretary

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