

**Additional Supporting Documents
Gallatin County 911**

**Board Minutes/Agenda
Authorizing Next Generation
Gallatin County 911**

Appendix 1

**Gallatin County E-911
Board Meeting Minutes
June 09, 2010**

E-911 Minutes MW

Meeting called to order by Mr. Galt at 7:00 PM. At the Shawneetown Fire Station.
Members Present: Mr. McGuire, Mr. Golden , Mrs. Seeley, Mr. Drone Mr. Galt and ,
Mr. Pearce

Minutes were presented to the board. A motion was made by Mr. Pearce seconded by
Mr. Drone to approve the minutes as presented. Motion carried by acclamation.

Review of Bills.

A motion was made by Mr. Drone and seconded by Mrs. Seeley to pay bills as presented.
Roll call vote.

Vote: Mr. Galt; Yes. Mr. McGuire, Yes; Mrs. Seeley Yes; Mr. Golden, Yes; Mr.
Drone Yes, Mr. Pearce Yes Motion Carried

Bills as presented: Verizon	2078.77	8
Verizon	41.95	6
First Cell	26.77	6
Shawneelink	29.90	6
CSI (911)	1811.20	4
Shawneetown FD	135.00	11
Shawnee Quik Mart	28.35	3

Old Business:

A. None

New Business:

A Monthly Call Reports

* B. Motion by Mr. McGuire second by Mrs. Seeley to authorize Chairman Galt to
sign the CSI Agreement. Roll Call All Yes Motion Carried.

Motion adjourn to the next regular meeting July 14, 2010. 7 PM. This meeting will be at
The Shawneetown Fire Station. Motion by Mr. Golden Second by Mrs. Seeley
Motion carried by acclamation. Adjournment at 7:30 PM.

Steve J. Galt, Chairman Gallatin County E-911

Steve J. Galt
07/11/2010
Steve J. Galt

E-911 AGENDA
Gallatin County Emergency Telephone System Board
111 E. Posey Street Shawneetown, IL 62984
June 09, 2010 AT 7:00 PM

1. Call to Order:

2. Roll Call SG DJM KS TG JW AP HDS

3. Minutes from previous Meeting

4. Approve bills for payment

Verizon	2078.77	8
Verizon Fax	95.57	6
First Cell	26.77	6
Shawneelink	29.90	6
CSI 9-1-1-1	1811.20	

5. Old Business :

A.

B.

C. .

D.

6. New Business:

A Call Sheet

* B. Intergovernmental agreement for CSI

C. CSI as carrier

7. Public Comment

8. Other

9. Adjourn to next regular meeting July 14, 2010 at 7:00 P.M. This meeting will be at the Shawneetown Fire Station.

MW-911agenda

**Intergovernmental Agreement
With CSI and Next Generation Equipment
Gallatin County 911**

Appendix 2

**INTERGOVERNMENTAL AGREEMENT FOR USE OF
NEXT GENERATION 9-1-1 EQUIPMENT**

This AGREEMENT is made and entered into by and between the following emergency telephone system boards and municipality:

Alexander County, Illinois Emergency Telephone System Board
City of Marion, Illinois
Clay County, Illinois Emergency Telephone System Board
Franklin County, Illinois Emergency Telephone System Board
Gallatin County, Illinois Emergency Telephone System Board (Dispatched by Saline County)
Jackson County, Illinois Emergency Telephone System Board
Jefferson County, Illinois Emergency Telephone System Board
Johnson County, Illinois Emergency Telephone System Board
Massac County, Illinois Emergency Telephone System Board
Perry County, Illinois Emergency Telephone System Board
Pulaski County, Illinois Emergency Telephone System Board
Randolph County, Illinois Emergency Telephone System Board
Richland County, Illinois Emergency Telephone System Board
Saline County, Illinois Emergency Telephone System Board
Union County, Illinois Emergency Telephone System Board
Wabash County, Illinois Emergency Telephone System Board
White County, Illinois Emergency Telephone System Board
Williamson County, Illinois Emergency Telephone System Board

hereinafter collectively referred to as the "Participating 9-1-1 Programs," for the purpose of jointly purchasing appropriate next generation 9-1-1 emergency equipment, services, and using said equipment together to provide emergency telephone services within their respective service areas.

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 ILCS 220/1 (West 2006) *et seq.* entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/01 (West 2006) *et. seq.*; and

WHEREAS, each of the Participating 9-1-1 Programs has previously established a 9-1-1 emergency telephone system in their respective areas of operation pursuant to law; and

WHEREAS, the Participating 9-1-1 Programs have each determined that the technology necessary to operate a 9-1-1 emergency telephone system is rapidly advancing and changing; and

WHEREAS, the technology available now is capable of serving multiple jurisdictions and agencies and can be purchased at a lower cost by joint purchase and operation; and

WHEREAS, each of the Participating 9-1-1 Programs has determined it is in the best interests of their respective programs and the citizens they serve, to join together with each other to purchase appropriate next generation 9-1-1 equipment, services, and use said equipment together; and

WHEREAS, each of the Participating 9-1-1 Programs have authorized and directed the execution of this AGREEMENT;

NOW THEREFORE, in consideration of the mutual agreements, promises, and covenants set forth herein and the above and foregoing recitals which are made part of this agreement, the parties agree as follows:

1. ASSOCIATION. The Participating 9-1-1 Programs do hereby establish a cooperative venture for the purchase of next generation 9-1-1 equipment, services, and the joint use and operation of the jointly purchased equipment. The association shall be known as Counties of Southern Illinois (hereinafter CSI) which shall consist of the Participating 9-1-1 Programs and any other 9-1-1 emergency telephone systems which may hereinafter become participating 9-1-1 programs.

2. NEXT GENERATION 9-1-1. The term "next generation 9-1-1" shall mean for purposes of this Agreement the same definition contained in the Master Glossary of 9-1-1 Terminology of the National Emergency Number Association being:

Next Generation 9-1-1 is the next evolutionary step in the development of the 9-1-1 emergency communications systems known as E9-1-1 since the 1970s. Next Generation 9-1-1 is a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. Next Generation 9-1-1 will eventually replace the present E9-1-1 system. Next Generation 9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations.

3. BY-LAWS. CSI shall be subject to and shall be governed by the attached By-Laws which are marked as Exhibit A and made a part hereof together with any amendments which may be made to the said By-Laws in the manner therein set forth.

4. PARTICIPATION. Each Participating 9-1-1 Program and any future participating programs are to actively participate and share equally in the assets and equipment of CSI. This includes equally sharing any grant monies received to purchase, maintain, and operate any next generation 9-1-1 equipment.

5. LACK OF ACTIVE PARTICIPATION. Any Participating 9-1-1 Program that does not actively share in the work and responsibilities of CSI shall not benefit from the assets of CSI.

6. POWERS AND LIMITATIONS. It is intended by this Agreement that CSI be an association charged by the Participating 9-1-1 Programs with the task of securing funding to jointly purchase appropriate next generation 9-1-1 equipment, services, and use said equipment for the benefit of all of the 9-1-1 emergency service programs of the Participating 9-1-1 Programs. As such, each Participating 9-1-1 Program (the parties to this Agreement) do not relinquish any of their powers, duties, responsibilities or operation of their respective 9-1-1 programs to CSI. CSI shall have the authority to purchase equipment and services, to seek funds to do so, and shall account to the Participating 9-1-1 Programs for all funds received and spent as well as to any entity providing funding. CSI has the power to incur reasonable expenses to facilitate the intended purpose of this Agreement, but cannot and shall not ever bind or incur liability for any of the Participating 9-1-1 Programs without the express written permission of such Program or Programs.

7. ACQUISITION AND OWNERSHIP OF EQUIPMENT. Any acquisition of equipment or services by CSI is to facilitate this Agreement. Actual ownership of equipment is by all of the Participating 9-1-1 Programs (the parties hereto) in equal shares.

8. TERMINATION. Any Participating 9-1-1 Program may withdraw from this Agreement and cease to be a part of the association, CSI, by mailing written notice of its intention to withdraw to all parties to this Agreement. A withdrawing participant or party hereto and a removed participant is not entitled to any of the assets acquired by CSI and will expressly forfeit its undivided share of assets of the 9-1-1 program.

9. ASSIGNMENT. This agreement may not be assigned by any party.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by all parties.

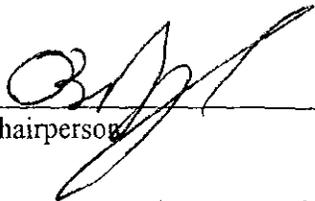
12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. LAW OF ILLINOIS. This agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the dates so indication.

SALINE COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: 4-14-2009

**By-Laws of CSI
Gallatin County 911**

Appendix 3

BY-LAWS
OF
COUNTIES OF SOUTHERN ILLINOIS

ARTICLE I

DECLARATION AND PURPOSE

The Participating 9-1-1 Programs have organized as a consortium and committee by the 9-1-1 Coordinators and Directors in southern Illinois to plan for a public safety broadband network that would allow the creation of a regional Next Generation capable 9-1-1 system. The 17 Emergency Telephone System Boards and one municipality have come together through the execution of an intergovernmental agreement to formally pursue a regional Next Generation 9-1-1 system. The consortium shall be known as the Counties of Southern Illinois hereinafter referred to as CSI.

ARTICLE II

POWERS

The powers and duties of CSI have been established in the intergovernmental agreement titled "Intergovernmental Agreement for Use of Next Generation 9-1-1 Equipment" signed by the Participating 9-1-1 Programs.

ARTICLE III

CSI COMMITTEE

SECTION 1. Membership. CSI membership shall consist of the 17 individual emergency telephone system board coordinators or directors and the one municipality representative as collectively referred to in the Intergovernmental Agreement as Participating 9-1-1 Programs. The group shall meet as a committee.

SECTION 2. Office. The regular business office and mailing address for CSI shall be as designated by the CSI Committee from time to time as necessary, by resolution of the Committee.

SECTION 3. Regular Meetings. CSI shall conduct regular meetings on the third Wednesday of each month alternating between meeting at the Williamson County and Jackson County 9-1-1 offices. Meetings shall begin at 9 a.m. Meeting times and locations may be changed by a majority vote of CSI.

SECTION 4. Special Meetings. Special meetings of CSI may be called with advance notice to the entire membership of at least 36 hours, by a majority of the CSI members agreeing to the special meeting.

SECTION 5. Notice. Notice of regular meetings shall be considered given based upon these by-laws. Notice of special meetings or changes to meeting times for regular meetings shall be given to all members by mail or email or fax in writing.

SECTION 6. Quorum. Ten members shall constitute a quorum for the transaction of business at any regular or special meeting of CSI.

SECTION 7. Proxies. There shall be no use of proxies in any voting of matters before CSI. Members unable to attend a meeting having to do with the business of CSI may send a representative, but said representative may not vote on behalf of the member.

SECTION 8. Manner of Acting. The act of a majority of the CSI members present at a meeting at which a quorum is present shall be the act of CSI, unless the act of a greater number is required in these by-laws.

SECTION 9 Conduct of Meetings. CSI shall determine who chairs its meetings.

ARTICLE IV

OFFICERS

SECTION 1. Officers. The officers of CSI shall be a chairman, project manager, treasurer, and a secretary. Officers whose authority and duties are prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by CSI.

SECTION 2. Election and Term of Office. The officers of CSI shall be elected annually by the membership at the regular meeting in January or as soon as is possible after formation of CSI. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of CSI. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 4. Chairman. The chairman shall be the principal executive officer of CSI. Subject to the direction and control of the membership, he or she shall be in charge of the business and affairs of CSI; he or she shall see that the resolutions and directives of CSI are carried into effect except in those instances in which that responsibility is assigned to some other person by the committee; and, in general, he or she shall discharge all duties as may be prescribed by the committee. He or she may execute for CSI any documents, or other instruments which CSI has authorized to be executed.

SECTION 5. Project Manager. The project manager shall assist the chairman in the discharge of his or her duties as the chairman may direct and shall perform

such other duties as from time to time may be assigned to him or her by the chairman or CSI including being in charge of all sub-committees of CSI, developing the agenda and assuring that sub-committees are making progress with their assigned tasks. In the absence of the chairman or in the event of his or her inability or refusal to act, the project manager shall perform the duties of the chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman.

SECTION 6. Treasurer. The treasurer shall be the principal accounting and financial officer of CSI. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for CSI; (b) see to it that CSI properly spends its funds; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the chairman or by the CSI committee. If required by the committee, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the committee shall determine.

SECTION 7. Secretary. The secretary shall see to it that (a) minutes of the meetings of the members are taken; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be a custodian of the records; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the chairman or by the committee.

ARTICLE V

FISCAL YEAR

The fiscal year of CSI shall be fixed by resolution of the committee.

ARTICLE VI

COMPENSATION AND EXPENSES

SECTION 1. Compensation. No compensations shall be paid to any of the members of CSI.

SECTION 2. Expenses. The CSI members may be reimbursed for their actual and necessary expenses associated with the business and duties of CSI.

ARTICLE VII

SUB-COMMITTEES

CSI may create any sub-committees of its membership to accomplish its

tasks.

**ARTICLE VIII
AMENDMENTS**

The power to alter, amend, or repeal the by-laws shall be by simple majority vote.

**ARTICLE IX
PROCEDURE**

All meetings shall operate procedurally by use of Robert's Rules of Order, Revised in its most recent edition.

**ARTICLE X
REMOVAL OF MEMBERS**

All members are assigned duties relating to the planning and tasks of CSI. Failure to perform assigned tasks on a repeated basis and failure to attend three consecutive meetings is grounds for removal from the CSI committee by a vote of two-thirds of the membership.

EFFECTIVE DATE

These by-laws shall become effective immediately upon adoption by CSI.

**CSI Articles of Incorporation
&
501(c)3 Determination
Gallatin County 911**

Appendix 4

**ARTICLES
OF INCORPORATION**

WISCELLANEOUS
RECORD 328 PAGE 913

ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-9522
www.cyberdriveillinois.com

(STATE OF ILLINOIS) ss. 891
(ILLINOIS COUNTY) J
This instrument of writing was filed for record
his 26 day of Jan, 2011
at 10:30 o'clock a M., and Recorded
in MSR Record 328 Page 913

Jesse White
Secretary of State

Remit payment in the form of a
cashier's check, certified check,
money order or Illinois attorney's
or C.P.A.'s check payable
to Secretary of State.

Filed: 12/11/2009 Jesse White Secretary of State

File # 6703-6344 Filing Fee: \$50 Approved: SR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

Article 1.

Corporate Name: CSI-Counties of Southern Illinois



Article 2.

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: Patrick J Lustig
First Name Middle Name Last Name
Registered Office: 300 N. Park Ave.
Number Street Suite # (P.O. Box alone is unacceptable)
Herrin IL 62948 Williamson
City ZIP Code County

Article 3.

The first Board of Directors shall be four in number, their Names and Addresses being as follows
Not less than three

Director Name	Street Address	City	State	Zip Code
Patrick J. Lustig	303 N. Robinson Cir	Carbondale	IL	62901
Kenneth Smith	300 N. Park Ave.	Herrin	IL	62948
Jana Fear	307 W. Market St.	Jonesboro	IL	62952
Tracy Felty	1 N. Main St.	Harrisburg	IL	62946

Article 4.

Purpose(s) for which the Corporation is organized: 050
CIVIC

The Participating 9-1-1 Programs have organized as a consortium and committee by the 9-1-1 Coordinators and Directors in Southern Illinois to plan for a public safety broadband network that would allow the creation of a regional Next Generation capable 9-1-1 system. The 17 Emergency Telephone System Boards and one municipality have come together through the execution of an intergovernmental agreement to formally pursue a regional Next Generation 9-1-1 system. The consortium shall be known as the Counties of Southern Illinois hereinafter referred to as CSI.

(continued on back)

**ARTICLES
OF INCORPORATION**

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)
 Yes No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)
 Yes No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)
 Yes No

Article 5.

Other provisions (For more space, attach additional sheets of this size.):

Article 6.

Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated November 19, 2009
Month & Day Year

Signatures and Names	Post Office Address
1. <u><i>Patrick J. Lustig</i></u> Signature <u>Patrick J. Lustig</u> Name (print)	1. <u>303 N. Robinson Cir</u> Street <u>Carbondale, IL 62901</u> City, State, ZIP
2. <u><i>Kenneth E. Smith</i></u> Signature <u>Kenneth Smith</u> Name (print)	2. <u>300 N. Park Ave.</u> Street <u>Herrin, IL 62948</u> City, State, ZIP
3. <u><i>Jana Fear</i></u> Signature <u>Jana Fear</u> Name (print)	3. <u>307 W. Marker St</u> Street <u>Jonesboro, IL 62952</u> City, State, ZIP
4. <u><i>Tracy Felty</i></u> Signature <u>Tracy Felty</u> Name (print)	4. <u>1 N. Main St</u> Street <u>Harrisburg, IL 62946</u> City, State, ZIP
5. _____ Signature Name (print)	5. _____ Street City, State, ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

**RULINGS &
AGREEMENTS**

VICE

DEPARTMENT OF THE TREASURY

1

Date: **SEP 03 2010**

CSI-COUNTIES OF SOUTHERN ILLINOIS
C/O PATRICK J LOSTIG
300 N PARK AVE
HERRIN, IL 62948-3199

Employer Identification Number:
27-2228923

DDB:

300236067

Contact Person:

DENNIS C GRUESSER

ID# 17178

Contact Telephone Number:

(877) 829-3300

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required: ..

Yes

Effective Date of Exemption:

December 11, 2009

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2053, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

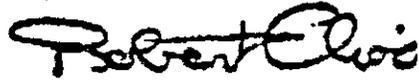
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

**[REDACTED] RULINGS &
AGREEMENTS**

IN ILLINOIS

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

**Intergovernmental Agreement
911 Back-up Services
Gallatin County 911**

Appendix 5

INTERGOVERNMENTAL AGREEMENT

FOR

911 BACK-UP SERVICE

The undersigned, the EMERGENCY TELEPHONE SYSTEM BOARD OF JOHNSON COUNTY, ILLINOIS (hereafter referred to as "Johnson") and the EMERGENCY TELEPHONE SYSTEM BOARD OF GALLATIN COUNTY, ILLINOIS (hereafter referred to as "Gallatin").

Power and Authority. JOHNSON will operate an Emergency 911 System and will provide 911 back-up service to Gallatin during which time the Saline County 911 System serves as the public safety answering point for Gallatin. Johnson will coordinate with Gallatin the manner in which the services are rendered to Gallatin.

Gallatin will provide Johnson with all the complete addressing and database information as required by the Illinois Commerce Commission (ICC) to begin back-up services.

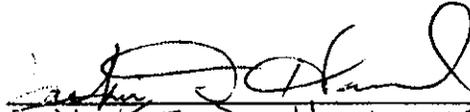
Gallatin will pay all the expenses incurred in order for Johnson to be able to begin 911 back-up services for Gallatin.

This Agreement shall become effective on the date hereof, and, the service detailed herein shall commence on October 1, 2002 and shall continue for a 12 month period of time, through September 30, 2003, although this Agreement may be modified at any time, if mutually agreed to by Johnson and Gallatin.

This Agreement shall renew automatically from year to year unless and until notice of termination is given as hereinafter provided.

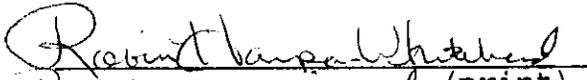
If either Johnson or Gallatin wish to terminate this Agreement, the terms of notification shall be as follows: The respective party wishing to terminate this Agreement shall notify the other party of such, in writing, to be delivered by registered mail, not less than six (6) months prior to the expiration date of this Agreement. Such registered mail shall be addressed and sent to the respective Johnson or Gallatin E911 Board, at any address to be provided by the parties, in writing, to each other (Johnson and Gallatin), upon the signing of this Agreement. Any change in address shall be immediately reported, in writing, to the respective party.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Johnson County E.T.S.B. and the Chairman of the Johnson E.T.S.B., and by the Gallatin E.T.S.B. and the Chairman of the Gallatin E.T.S.B., this 14 day of Jan, ~~2002~~ 2003.

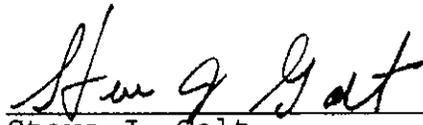


Mark D. Hancock(print)
Chairman, Johnson County E.T.S.B.

ATTEST:



Robin Harper-Whitcher (print)
Johnson County Clerk



Steve J. Galt
Chairman, Gallatin County E.T.S.B.

ATTEST:



Elizabeth Wargel
Gallatin County Clerk

**Intergovernmental Agreement/Contract
911 Services Saline & Gallatin
Gallatin County 911**

Appendix 6

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE EMERGENCY TELEPHONE SYSTEM BOARD
OF SALINE COUNTY, ILLINOIS**

INTERGOVERNMENTAL AGREEMENT

AND

**THE EMERGENCY TELEPHONE SYSTEM BOARD
OF GALLATIN COUNTY, ILLINOIS**

FOR

MULTI-JURISDICTIONAL E911 SERVICE

INTERGOVERNMENTAL AGREEMENT

FOR

MULTI-JURISDICTIONAL E911 SERVICE

THE UNDERSIGNED, THE EMERGENCY TELEPHONE SYSTEM BOARD OF SALINE COUNTY, ILLINOIS, HEREIN AFTER REFERRED TO AS "SALINE", AND THE EMERGENCY TELEPHONE SYSTEM BOARD OF GALLATIN COUNTY, ILLINOIS, HEREIN AFTER REFERRED TO AS "GALLATIN", PURSUANT TO ARTICLE VII, ILLINOIS CONSTITUTION SECTION 10, CHAPTER 127, ILLINOIS COMPILED STATUTES (PREVIOUSLY "ILLINOIS REVISED STATUTES"), SECTIONS 745-749 AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT. IT IS RECOGNIZED THAT GALLATIN IS DEVELOPING AN ENHANCED E911 SYSTEM AND WILL BE UNABLE TO OPERATE THE SYSTEM ALONE. IT IS ALSO RECOGNIZED THAT SALINE HAS AN EXISTING E911 CENTER WITH THE CAPABILITY OF ADDING OVER 300,000 MORE FILES. IT IS THEREFORE DESIRABLE AND NECESSARY, IN ORDER TO PRESERVE AND PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC, TO ENTER INTO THIS INTERGOVERNMENTAL AGREEMENT, HEREINAFTER REFERRED TO AS "THE AGREEMENT", FOR ENHANCED EMERGENCY E911 SERVICES.

2. POWER AND AUTHORITY. SALINE WILL OPERATE AN ENHANCED EMERGENCY E911 (E911) SYSTEM AND WILL PROVIDE THE E911 SERVICE TO GALLATIN AS DETAILED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. SALINE WILL COORDINATE WITH GALLATIN THE MANNER IN WHICH THE SERVICES ARE RENDERED TO GALLATIN. SALINE WILL HAVE THE FULL AND ONLY AUTHORITY TO HIRE AND FIRE PERSONNEL. COMPLAINTS FROM GALLATIN WILL BE DIRECTED, IN WRITING, TO THE SALINE E911 DIRECTOR FOR APPROPRIATE ACTION.

3. COMPENSATION. IN RETURN FOR EMERGENCY E911 SERVICE, GALLATIN WILL PAY TO SALINE A YEARLY FEE WHICH SHALL BE AS SPECIFIED ON EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THE YEARLY FEE IS TO BE PAID IN EQUAL QUARTERLY INSTALLMENTS, WITH THE FIRST INSTALLMENT TO BE PAID AS STIPULATED ON EXHIBIT "B". GALLATIN WILL PAY ALL RECURRING CHARGES AND ANY OTHER ASSOCIATED COSTS, TO BE DEFINED IN DETAIL BY GALLATIN, BEFORE THIS AGREEMENT GOES INTO EFFECT. GALLATIN WILL PROVIDE SALINE WITH COPIES OF GALLATIN'S PREVIOUS E911 EXPENSES, PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AS WELL AS GALLATIN'S E911 EXPENSES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

GALLATIN WILL PROVIDE SALINE WITH ALL THE COMPLETE ADDRESSING AND DATA BASE INFORMATION AS REQUIRED BY THE ILLINOIS COMMERCE COMMISSION (ICC). GALLATIN WILL ALSO PROVIDE THE TRUNKS TO HANDLE GALLATIN E911 SERVICE.

WITHIN REASON, GALLATIN WILL MAINTAIN GALLATIN'S ADDRESS SYSTEM TO MINIMIZE ADDRESSING ERRORS.

GALLATIN WILL PAY ALL THE EXPENSES INCURRED IN ORDER FOR SALINE TO BE ABLE TO BEGIN E911 SERVICES FOR GALLATIN, INCLUDED BUT NOT LIMITED TO, EXPANDING TELEPHONE LINES AND RADIO EQUIPMENT.

SALINE ACKNOWLEDGES THAT GALLATIN EXPECTS SALINE TO EMPLOY PROFESSIONAL TELECOMMUNICATORS WHO ARE EMPLOYED AND TRAINED FOR THIS PURPOSE, WITH THE COMPENSATION RECEIVED FOR DISPATCHING MAKING UP THE MAJORITY OF THE TELECOMMUNICATORS' INCOME. SALINE AGREES TO OPERATE UNDER ICC REGULATIONS, AND THIS AGREEMENT SHALL NOT RUN CONTRARY TO SAID REGULATIONS.

4. SERVICES. SALINE AGREES TO PROVIDE GALLATIN WITH 24-HOUR PER DAY E911 SERVICE AND THE EMERGENCY DISPATCHING THAT WILL BE NECESSARY TO COMPLETE THE CALL, INCLUDING BUT NOT LIMITED TO THOSE TRADITIONALLY RENDERED BY SALINE TO ITS OWN AGENCIES, AND THOSE LISTED ON EXHIBIT "A", ATTACHED HERETO.

GALLATIN WILL PROVIDE SALINE WITH THE CALL OUT PROCEDURES NECESSARY TO EXPEDIENTLY INITIATE AN EMERGENCY RESPONSE, TO INCLUDE THE FOLLOWING: PRIMARY AND SECONDARY CALL-OUT PROCEDURES, TELEPHONE NUMBERS, ON-CALL PERSONNEL, BOUNDARIES, ETC. GALLATIN SHALL BE RESPONSIBLE FOR KEEPING SUCH INFORMATION CURRENT.

IT IS UNDERSTOOD THAT THE GOAL OF THIS AGREEMENT IS A QUICK RESPONSE BY APPROPRIATE PERSONNEL, AND ANY PROCEDURE DETERMINED BY EITHER GALLATIN OR SALINE TO CAUSE AN UNREASONABLE DELAY IN RESPONSE TIME WILL BE RE-EVALUATED AND AGREED TO BY SALINE AND GALLATIN.

5. TERM. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE HEREOF, AND THE SERVICE DETAILED HEREIN SHALL COMMENCE ON 08/11/96, AND SHALL CONTINUE FOR A 12-MONTH PERIOD OF TIME, THROUGH 07/31/97, ALTHOUGH THIS AGREEMENT MAY BE MODIFIED AT ANY TIME, IF MUTUALLY AGREED TO BY SALINE AND GALLATIN.

SALINE AND GALLATIN AGREE TO MEET TOGETHER, AT LEAST ONCE EACH QUARTER, TO RE-EVALUATE THE ACTUAL OPERATIONS UNDER THE EXISTING AGREEMENT.

IF EITHER SALINE OR GALLATIN WISH TO TERMINATE THIS AGREEMENT, THE TERMS OF NOTIFICATION SHALL BE AS FOLLOWS: THE RESPECTIVE PARTY WISHING TO TERMINATE THIS AGREEMENT SHALL NOTIFY THE OTHER PARTY OF SUCH, IN WRITING, TO BE DELIVERED BY REGISTERED MAIL, NO LESS THAN SIX (6) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT. SUCH REGISTERED MAIL SHALL BE ADDRESSED AND SENT TO THE RESPECTIVE SALINE OR GALLATIN E911 BOARD, AT AN ADDRESS TO BE PROVIDED BY THE PARTIES, IN WRITING, TO EACH OTHER (SALINE AND GALLATIN), UPON THE SIGNING OF THIS

AGREEMENT. ANY CHANGE IN ADDRESS SHALL BE IMMEDIATELY REPORTED, IN WRITING, TO THE RESPECTIVE PARTY. TERMINATION OF THIS AGREEMENT, WHICH SHALL NOT OCCUR BEFORE THE EXPIRATION DATE STATED HEREIN, SHALL MEAN THAT, UPON THE EFFECTIVE TERMINATION DATE OF THIS AGREEMENT, SALINE IS NO LONGER RESPONSIBLE AND ACCOUNTABLE FOR PROVIDING E911 SERVICE TO GALLATIN, AND THAT GALLATIN IS NO LONGER RESPONSIBLE AND ACCOUNTABLE FOR PAYING SALINE FOR SUCH SERVICE, UNDER THE TERMS OF THIS AGREEMENT.

IF EITHER SALINE OR GALLATIN WISH TO MODIFY THIS AGREEMENT, AND SUCH MODIFICATION, WHICH IF AGREED TO, WOULD CAUSE EITHER GALLATIN OR SALINE, AGAINST ITS WISHES, TO SEEK BY REFERENDUM AN E911 TELEPHONE RATE INCREASE, THE RESPECTIVE PARTY REQUESTING THE MODIFICATION SHALL NOTIFY THE OTHER PARTY OF SUCH, IN WRITING, TO BE DELIVERED BY REGISTERED MAIL, NO LESS THAN SIX (6) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT. SUCH REGISTERED MAIL SHALL BE ADDRESSED AND SENT TO THE RESPECTIVE SALINE OR GALLATIN E911 BOARD, AT AN ADDRESS TO BE PROVIDED BY THE PARTIES, IN WRITING, TO EACH OTHER (SALINE AND GALLATIN), UPON THE SIGNING OF THIS AGREEMENT. ANY CHANGE IN ADDRESS SHALL BE IMMEDIATELY REPORTED, IN WRITING, TO THE RESPECTIVE PARTY.

IF EITHER SALINE OR GALLATIN WISH TO MODIFY THIS AGREEMENT, AND SUCH MODIFICATION, WHICH IF AGREED TO, WOULD NOT CAUSE EITHER GALLATIN OR SALINE, AGAINST ITS WISHES, TO SEEK BY REFERENDUM AN E911 TELEPHONE RATE INCREASE, THE RESPECTIVE PARTY REQUESTING THE MODIFICATION SHALL NOTIFY THE OTHER PARTY OF SUCH, IN WRITING, TO BE DELIVERED BY REGISTERED MAIL, NO LESS THAN THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT. SUCH REGISTERED MAIL SHALL BE ADDRESSED AND SENT TO THE RESPECTIVE SALINE OR GALLATIN E911 BOARD, AT AN ADDRESS TO BE PROVIDED BY THE PARTIES, IN WRITING, TO EACH OTHER (SALINE AND GALLATIN), UPON THE SIGNING OF THIS AGREEMENT. ANY CHANGE IN ADDRESS SHALL BE IMMEDIATELY REPORTED, IN WRITING, TO THE RESPECTIVE PARTY.

SALINE AND GALLATIN STIPULATE THAT THE PREVIOUSLY NOTED REQUIREMENT OF WRITTEN NOTICE BY REGISTERED MAIL TO EITHER TERMINATE OR MODIFY THIS AGREEMENT IS NOT REQUIRED IF SUCH NOTIFICATION IS MADE IN PERSON DURING ONE (1) OF THE AFOREMENTIONED QUARTERLY MEETINGS OF THE TWO BOARDS, WITH THE RECORDED MINUTES OF SUCH MEETING REFLECTING SUCH. THE TIMELIMITS CONCERNING SUCH NOTIFICATION, HOWEVER, SHALL BE AS STIPULATED IN THIS SECTION.

6. LIABILITY. SALINE ACKNOWLEDGES THAT THE TELECOMMUNICATORS WILL BE EMPLOYEES OF THE COUNTY OF SALINE, AND SALINE AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS GALLATIN FROM ANY LIABILITY WHATSOEVER BY VIRTUE OF ACTION OR INACTION ON THE PART OF THE SALINE TELECOMMUNICATORS, UNLESS SUCH ACTION OR INACTION IS A RESULT OF DIRECTION BY GALLATIN.

GALLATIN WILL PROTECT, INDEMNIFY, AND HOLD SALINE HARMLESS FOR ACTS COMMONLY REFERRED TO AS ACTS OF GOD.

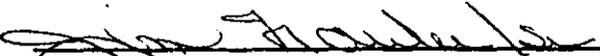
7. DUPLICATE ORIGINALS. THIS AGREEMENT MAY BE EXECUTED IN DUPLICATE COUNTERPARTS CONTAINING THE AUTHORIZED SIGNATURES OF SALINE AND GALLATIN, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL.

8. ENTIRE AGREEMENT. THIS AGREEMENT, WITH APPROPRIATE ATTACHMENTS STATED HEREIN, REPRESENTS THE ENTIRE AGREEMENT BETWEEN SALINE AND GALLATIN WITH RESPECT TO E911 SERVICES AND MAY NOT BE AMENDED, EXCEPT BY A WRITING SIGNED BY THE CHAIRMAN OF SALINE AND GALLATIN.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE SALINE E.T.S.B. AND THE CHAIRMAN OF THE SALINE E.T.S.B., AND BY THE GALLATIN E.T.S.B. AND THE CHAIRMAN OF THE GALLATIN E.T.S.B., THIS 15th DAY OF April, 1996.

BY: 
PHILLIP N. WERKMEISTER, CHAIRMAN
SALINE COUNTY E.T.S.B.

ATTEST:


JIM FOWLER
SALINE COUNTY CLERK

BY: 
STEVE GALT, CHAIRMAN
GALLATIN COUNTY E.T.S.B.

ATTEST:


MARK MOSSMAN
GALLATIN COUNTY CLERK

EXHIBIT "A"

CHARACTERISTIC DUTIES AND RESPONSIBILITIES OF SALINE:

1. DISPATCHING APPROPRIATE AGENCIES TO EMERGENCY CALLS.
2. MONITORING UNITS WHILE ON AN EMERGENCY CALL.
3. ANSWER ALL INCOMING E911 CALLS.
4. PROVIDE PRE-ARRIVAL INSTRUCTIONS IN MEDICAL EMERGENCIES WHEN APPROPRIATE.
5. KEEP A DETAILED COMPUTER LOG OF ALL CALLS.
6. PRIORITIZE MULTIPLE EMERGENCY CALLS.
7. RECORD RADIO AND TELEPHONE TRAFFIC.

EXHIBIT "B"
(COMPENSATION, SECTION 3.)

YEARLY FEE: \$18,000.00

QUARTERLY INSTALLMENT (AMOUNT): \$4,500.00

FIRST INSTALLMENT DUE DATE: Part Sept 30 1996