

Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

123 N Locust St., Flora, IL 62839

Phone: (618) 662-7070 Fax: (618) 662-6212

EXHIBIT 12.0

**ORDINANCE FOR E911
CLAY COUNTY, IL**

STATE OF ILLINOIS 124,052
CLAY COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF CLAY COUNTY, AFORE SAID ON
THE 16th DAY OF August
19 98 AT 8:15 O'CLOCK A.M.
AS MICROFILMED DOCUMENT # 124,052
Phyllis Miller
RECORDER

98-4
ORDINANCE

(9-1-1 EMERGENCY TELEPHONE SYSTEM)

WHEREAS, the County Board has caused investigation to be done through a committee concerning the appropriateness of 9-1-1 service in Clay County, Illinois; and,

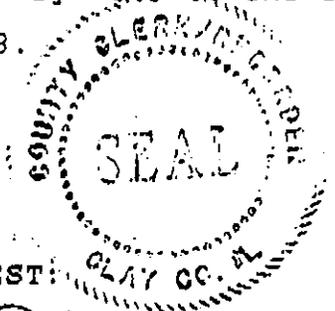
WHEREAS, the committee has determined that the cost of \$2.25 per network connection would be sufficient to provide this type of emergency telephone system throughout the County; and

WHEREAS, the County Board now feels that the measure should be presented to the voters of Clay County for determination as to whether a surcharge of up to \$2.25 per month per network connection should be imposed;

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Clay, State of Illinois, that the matter of 9-1-1 Emergency Telephone System be presented to the voters by referendum in the November, 1998 general election in the form as follows:

Shall the County of Clay impose a surcharge of up to \$2.25 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?	YES
	NO

By vote of the Clay County Board this 14th day of July, 1998.



ATTEST: Phyllis Miller
PHYLLIS MILLER, CLERK

CLAY COUNTY BOARD,
BY: Tony Whithead
TONY WHITHEAD, CHAIRMAN

ORDINANCE

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

WHEREAS, the Act enables counties and municipalities to impose a surcharge upon all telephone subscribers passed through telecommunication 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 allows the telecommunications carrier collecting the surcharge to deduct three per cent (3 %) of the gross amount of surcharge collected; 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 County Board of Clay County, Illinois deems it to be in the best interest of the County to implement and/or upgrade and maintain an "Enhanced 9-1-1" emergency telephone system and to impose a surcharge on subscribers collected by the telecommunications carrier to pay for the costs associated therewith.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF CLAY COUNTY, ILLINOIS, as follows:

Section One. A surcharge is hereby imposed, subject to the provisions of Section Two, upon all telephone subscribers passed through telecommunications carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of Clay County and terminating within the State of Illinois for funding of

an "Enhanced 9-1-1" emergency telephone system.

Section Two. A referendum was placed by the County Clerk on the November 3, 1998 ballot for all legal voters residing in the County to vote upon the following question:

Shall the County of Clay impose a surcharge of up to \$2.25 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?

2901 Yes 2065 No

This referendum was passed on November 3, 1998.

Section Three. If a majority of the votes cast upon the question are in favor thereof, a surcharge is hereby imposed at a rate of Two and 25/100 Dollars (\$2.25), per month, per in-service network connection, as hereinafter defined.

A network connection shall not be deemed to be in service where a subscriber's account is uncollectable.

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 interpremises traffic.
- b. "Transmitting Messages" shall have the meaning ascribed to the term in Section 8-11-2 of the Illinois Municipal Code.
- c. "Telecommunications Carrier" means any natural individual, firm, trust, estate, partnership, association, joint stock company,

joint venture, 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.

- d. For the purposes of this Act, "telecommunication carrier" does not include a cellular or other mobile communication carrier.

Section Five. The County Clerk shall provide any telecommunication carrier subject to the surcharge with a certified list of those network connections assigned to the County to be exempt from imposition of the surcharge. The certified list may be revised by the County on sixty (60) days' prior written notice provided to the telecommunication carriers.

Section Six. The surcharge shall be imposed on the first day of the month following the expiration of ninety (90) days from the date the County Clerk certifies to the individual telecommunication carriers subject to the surcharge that the referendum referred to in Section Two has passed.

Section Seven. In lieu of the telecommunication carriers imposing a three per cent (3%) accounting and collection charge on its subscribers as permitted under the Act, each telecommunications carrier is hereby authorized and instructed to recover said accounting and collection charge by deducting three per cent (3%) from the gross amount of surcharge collected otherwise due and owing the County prior to remittance under Section Eight of this Ordinance.

Section Eight. The amount of surcharge collected by the telecommunications carrier shall be paid to the particular municipality or county of Joint Emergency Telephone System Board not later than thirty (30) days after the surcharge is collected, net of any network or other 9-1-1 or sophisticated 9-1-1 system charges

then due the particular telecommunication carrier, as shown on an itemized bill and the three per cent (3%) accounting and collection charge described in Section Seven.

Section Nine. Simultaneously with the remittance described in Section Eight 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 due.
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 from the telecommunication carrier who made the erroneous payments; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim thereof shall be so credited. Ninety (90) 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 due date of such amount.

Section Twelve. If any section, sub-section, sentence, clause, phrase, or portion

of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court, or administrative or governmental agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

This Ordinance shall become effective immediately upon execution thereof.

BOARD OF COMMISSIONERS OF
CLAY COUNTY

By: Sue Pettit

VICE CHAIRMAN

ATTEST:

Phyllis Miller
PHYLLIS MILLER, Clay County Clerk

Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

123 N Locust St., Flora, IL 62839

Phone: (618) 662-7070 Fax: (618) 662-6212

EXHIBIT 12.1

**ORDINANCE ESTABLISHING
EMERGENCY TELEPHONE SYSTEM BOARD
CLAY COUNTY, IL**

#17

ORDINANCE ESTABLISHING THE EMERGENCY TELEPHONE SYSTEM BOARD OF CLAY COUNTY

STATE OF ILLINOIS 126.263
CLAY COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD IN THE
RECORDERS OFFICE OF CLAY COUNTY, ILLINOIS
THE 11th DAY OF March
19 99 AT 2:20 O'CLOCK PM
AS MICROFILMED DOCUMENT # 126.263
Phyllis Miller
RECORDER

BE IT ORDAINED BY THE COUNTY BOARD OF CLAY COUNTY, ILLINOIS, as follows

Section 1
Purpose

The Board of Clay County hereby wishes to create an Emergency Telephone System Board ("ETSB"), pursuant to 50 ILCS 750/15.4(West 1998), to form and maintain a 9-1-1 Emergency Telephone System in Clay County.

Section 2
Appointment of the Emergency Telephone System Board

The Chairperson of the Clay County Board shall appoint the members of the ETSB, with the advice and consent of the Clay County Board. The ETSB shall consist of ten (10) members. The terms of office of the members shall be staggered. The initial term of office for each member shall be as follows: (1) three members for one-year terms; (2) three members for two-year terms; and (3) three members for three-year terms. The members shall draw straws to determine the initial terms of office. After the initial term, each term of office shall be three years. The tenth member shall be a County Board member and shall be appointed at each organizational meeting of the County Board to serve until the next organizational meeting of the Clay County Board.

Any member of the Emergency Telephone System Board may be removed by the Chairman of the Clay County Board, upon approval of a majority of the Clay County Board. In the case of a vacancy on the Emergency Telephone System Board, the Clay County Board Chairman shall appoint a representative to fill the remainder of the unexpired term.

One member of the ETSB may be a public member who is a resident of Clay County residing in the 9-1-1 coverage area. One ETSB member may be a member of the Clay County Board. At least three members of the ETSB shall be representatives of the 9-1-1 public safety agencies in Clay County, including, but not limited to, police departments, fire departments, emergency medical services providers, and emergency services and disaster agency, and appointed on the basis of ability or experience. Elected officials are also eligible to serve on the ETSB. ETSB members shall serve without compensation but shall be reimbursed for their actual and necessary expenses.

Section 3
Powers and Duties of the Emergency Telephone System Board

The powers and duties of the Emergency Telephone System Board of Clay County, Illinois, shall include, but are not limited to, the following:

1. Planning of a 9-1-1 system;
2. Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems;
3. Receiving monies from the Telecommunication Carrier Surcharge authorized under the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund as amplified in Section 5 of this ordinance;
4. Authorizing all disbursements from the Emergency Telephone System Fund; and submitting vouchers to the Clay County Claims Committee for submission to the Clay County Board on at least a monthly basis , pursuant to the provisions of Section 5 of this ordinance;
5. Hiring any staff necessary for the implementation, upgrade, maintenance, or functioning of the Emergency Telephone System subject to the limitations of Section 7 of this Ordinance.
6. Entering into contracts, including for the purchase , lease or service of property or equipment necessary for the Emergency Telephone System. Such contract may extend beyond the term of the ETSB and the County Board, if administratively necessary, and then only if both the ETSB and the Clay County Board find the Administrative necessity and all such contracts should provide and disclose as follows:

This agreement is subject to the budgeting and appropriations process of the Clay County Board and in the event a future Board fails to appropriate the requisite funds this Agreement will terminate.

Section 4
Telecommunication Carrier Surcharge

The Clay County Board has the sole responsibility for setting the amount of the Telecommunications Carrier Surcharge pursuant to 50 ILCS 750/15.3(a) (West 1998). The amount or rate of the monthly surcharge may be changed at any time by ordinance of the Clay County Board, as allowed by 50 ILCS 750/15.3(c) (West 1998). However, at no time may the rate exceed the rate specified in the referendum held pursuant to 50 ILCS 750/15.3(C) (West 1998).

Section 5
Funds Received by the Emergency Telephone System Board

All money received by the Emergency Telephone System Board of Clay County, Illinois, pursuant to the surcharge, or from any other source, shall be deposited into a separate interest-bearing Emergency Telephone System Fund account. ("Fund"). The Treasurer of Clay County shall be custodian of the Fund. All interest accruing on the Fund shall remain in the Fund. No expenditures may be made from the Fund except upon the direction of the Emergency Telephone System Board by resolution passed by a majority of its members and submitted to the Clay County Board as provided in Section 3, Paragraph 4 of this Ordinance. Expenditures may be made only to pay for the costs associated with the following:

- (1) The design of the Emergency Telephone System;
- (2) The coding of an initial Master Street Address Guide data base, and update and maintenance thereof.
- (3) The repayment of any money advanced for the implementation of the system.
- (4) The charges for Automatic Number Identification and Automatic Location Identification equipment, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement and update thereof.
- (5) The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
- (6) The acquisition and installation, or the reimbursement of costs therefor to other governmental bodies that have incurred those costs, of road or street

signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.

- (7) Other products and services necessary for the implementation, upgrade, and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include costs of public safety personnel who are and equipment that is dispatched in response to an emergency call.

Section 6 **Preparation of Annual Budget and Report**

Each year the ETSB shall submit an annual budget to the Clay County Board showing the estimated receipts and intended disbursements pursuant to this Ordinance in the next fiscal year. The budget for each fiscal year shall be submitted at least ninety (90) days prior to the beginning of that fiscal year.

Each year the ETSB shall submit an annual report to the Clay County Board showing the income and disbursements made pursuant to the Ordinance during the preceding fiscal year. The report for each fiscal year shall be submitted within sixty (60) days of the close of that fiscal year.

Section 7 **9-1-1 Personnel**

No permanent full-time employee staff position shall be created to implement, maintain, or staff the Emergency Telephone System without the express formal authorization of the Clay County Board. Part-time or temporary positions shall not exceed one thousand (1,000) hours per fiscal year or such other definition of part-time or temporary as may be defined by the Illinois Municipal Retirement fund or the Illinois Department of Labor with the lesser number of hours controlling.

Section 8
Meetings

The Emergency Telephone System Board of Clay County , Illinois shall prescribe the time and place of its regularly scheduled meetings, and the manner in which special meetings of the ETSB may be called. All meetings shall be open to the public and shall comply with the Illinois Open Meetings Act, if applicable.

Section 9
Implementation of the Emergency Telephone System

As required under 50 ILCS 750/15.4(d) (West 1998), the ETSB shall complete the data base before implementation of 9-1-1 system. The error ratio of the data base shall not at any time exceed 1% of the total data base.

Section 10
Passage

This ordinance becomes effective immediately upon its passage and adoption by the County Board of Clay County, Illinois.

DATED THIS 9th day of March , 1999.

Phyllis Miller

COUNTY CLERK

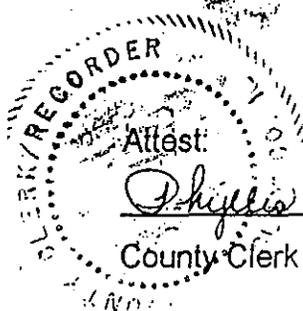
ADOPTED THIS 9th day of March , 1999, pursuant to a roll call vote as follows:

AYES: 12

NAYS: 0

ABSENT: 2

Tony Whitehead
COUNTY BOARD CHAIRMAN



Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

123 N Locust St., Flora, IL 62839

Phone: (618) 662-7070 Fax: (618) 662-6212

EXHIBIT 12.2

**MINUTES OF MARCH 28TH, 2013
MEETING
TO FILE
MODIFICATION OF
911 SYSTEM PROVIDER**

CLAY COUNTY 911 BOARD MEETING

March 28, 6:00pm 2013

Meeting called to order by Todd Fender at 6:00pm _____

Members present: Troy Britton, John Nicholson, Bruce Dickey, Jim Sulsberger, Todd Fender, Sue Pettit and Larry Carter

Guests: Randy Bukas (City of Flora), Tim Hostettler, Anthony Evans, Andrew Bangert Clay City Fire Dept), Stacy Bullard (Xenia Fire Dept)

- 1.) Motion by Troy Britton second by John Nicholson to approve Jan 2013 meeting minutes.
- 2.) Motion by Sue Pettit second by Bruce Dickey to approve Jan / Feb financial report.
- 3.) Motion by Larry Carter second by Troy Britton to have Sue Pettit put forth the recommendation of Stacy Bullard to the ETS Board.
- 4.) Motion by John Nicholson second by Bruce Dickey to have the radio reconfigured with 50% paid up front and 50% paid when it works correctly.
- 5.) Motion by Jim Sulsberger second by Larry Carter to change SSP (Systems Service Providers) from Frontier Telco to NG911 Inc.
- 6.) Motion by Larry Carter second by John Nicholson to adjourned. Meeting adjourned at 7:00pm

NOTES:

At 6:05 pm Randy Bukas with the City of Flora spoke to the ETSB in regards to the City Budget and about 911 Calls that the City Dispatchers handle. Mr. Bukas requested that the board consider \$42,000 (the amount of one dispatcher). The board has plenty of time to consider, city would need to know something by Dec 1st for the 2013-2014 budget. After Mr. Bukas left a short discussion ensued and it was recommended that the numbers be re-ran. The board was also provided with the Agreement between the City of Flora and Clay County ETSB from February 26th, 2004. Also provided was the expenses to date that 911 has provided to the 911 center.

The amount of 911 calls for the month of Jan was 300 with 208 being wireless. In Feb. there were 307 calls with 214 of those being wireless.

Stacy Bullard was at the board meeting tonight and was asked if he would consider taking Dwight's place on the 911 board. Stacy advised that he would after the recommendation by Sue Pettit to the County Board.

Voiance, the foreign speaking language line has been set up and is ready to use.

Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

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EXHIBIT 12.3

**MINUTES OF MARCH 26TH, 2009
MEETING
TO APPROVE AGREEMENT FOR JOINT PURCHASE
OF EQUIPMENT WITH
CSI**

CLAY COUNTY 911 BOARD MEETING

March 26, 2009

Meeting called to order by Kenny Hostettler at 6:08 pm

Members present: Troy Britton, Kenny Hostettler, Bruce Dickey, Jim Sulsberger, Todd Fender, Sue Pettit and Larry Carter

Guests: Scott Lane, Emergency Medical Technician

- 1.) Motion by Jim Sulsberger second by Troy Britton to approve meeting minutes.
- 2.) Motion by Bruce Dickey second by Jim Sulsberger to approve financial report.
- 3.) Motion by Jim Sulsberger second by Bruce Dickey to recommend Troy Britton to stay on the Clay County 911 Board. A letter pertaining to this will be sent to Brenda Britton.
- 4.) Motion by Larry Carter second by Bruce Dickey to become Wayne County E911 back up answering position.
- 5.) Motion by Troy Britton second by Bruce Dickey to pay the Insurance for to Clay County E911 board and the equipment to Cardinal Financial Center.
- 6.) Motion by Jim Sulsberger second by Todd Fender to sign the intergovernmental agreement 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 the respective service areas if State's Attorney Brant approves.
- 7.) Motion by Sue Pettit second by Larry Carter for the 911 Coordinator to attend the INENA/APCO/ICC Conference in Springfield the month of October 2009.
- 8.) Motion by Todd Fender second by Troy Britton to adjourn. Meeting adjourned at 6:55 pm.

NOTE:

The board was advised that I am working on a grant through IDPH for ProQa, which is a computerized program for EMD.

Plant/CML will be in March 31st to install the 4.0 version of CADStar. This is to fix the issues that we currently have so that we can install Report Exec and go on line with it.

A Resolution of the Clay County Emergency Telephone System Board Concerning the Joint Purchasing and Use of Next Generation 911 Equipment

WHEREAS, the Clay County Emergency Telephone System Board (CCETSB) operates a 911 emergency service system in Clay County, Illinois, and

WHEREAS, the technology necessary to operate said system is rapidly advancing and changing;

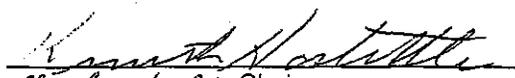
WHEREAS, the next generation equipment is capable of serving multiple jurisdictions and can be purchased at a lower cost to the CCETSB by joining with other 911 programs to jointly purchase the equipment; and

WHEREAS, said equipment can be used with other 911 programs to efficiently provide 911 services to the public;

Now, Therefore Be It Resolved By the Clay County Emergency Telephone System Board as follows:

1. The CCETSB supports the concept of joint purchase of next generation 911 equipment with other local area 911 programs.
2. The CCETSB recognizes that it can use the jointly purchased equipment with other local area 911 programs by entering into intergovernmental cooperative agreements.
3. The CCETSB is in support of jointly purchasing appropriate next generation 911 equipment and using said equipment together with other local area 911 programs.

Adopted this 25th day of September, 2008.


Kenneth A. Hartnett, Chairman

Attest: Todd A. Fender
Todd A. Fender, Secretary Vice Chairman

**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.

MARION COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: 3-23-2010

CITY OF MARION, ILLINOIS

By: Robert L. Butler
Mayor

Date: 5/1/09

CLAY COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: *Kenneth A. Little*
Chairperson

Date: 4/2/09

Intergovernmental Agreement For The Use Of
Next Generation 911 Equipment

Johnson County, Illinois Emergency Telephone System
Board

By:

Armand E. Lee
Chairperson

Date :

16 April 2009

JACKSON COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

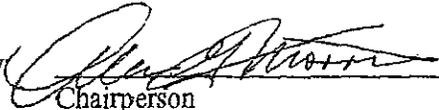
Date: 4/20/09

MASSAC COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: 3/20/09

PERRY COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By  _____
Chairperson

Date: 4-8-2009

PULASKI COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: Thomas E. Hayes
Chairperson

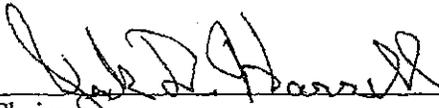
Date: 5-20-09

ALEXANDER COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: Jeffery S. Petzoldt
Chairperson

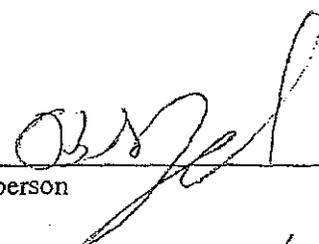
Date: 4/8/09

RICHLAND COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: April 15, 2009

SALINE COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: 04/14/09

UNION COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: William Baum
Chairperson

Date: 04-01-09

WABASH COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: Charles K Sanders
Chairperson

Date: 4 / 14 / 2009

WHITE COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: Ray A. Kinn
Chairperson

Date: 5/18/09

WILLIAMSON COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: Tom Cundiff
Chairperson

Date: 05/27/09

Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

123 N Locust St., Flora, IL 62839

Phone: (618) 662-7070 Fax: (618) 662-6212

EXHIBIT 12.5

COUNTIES OF SOUTHERN ILLINOIS (CSI)

BY-LAWS

**BY-LAWS
OF
COUNTIES OF SOUTHERN ILLINOIS**

**ARTICLE I
DECLARATION AND PURPOSE**

The Participating 9-1-1 Programs have organized as a Not for Profit Organization. The goal of the 9-1-1 Coordinators and Directors in southern Illinois is to plan for a public safety broadband network that would allow the creation of a Next Generation capable regional 9-1-1 system. The 16 Emergency Telephone System Boards have come together through the execution of an intergovernmental agreement to formally pursue a regional Next Generation system. The organization 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 Emergency Telephone System Boards.

**ARTICLE III
CSI COMMITTEE**

SECTION 1. Membership. CSI membership shall consist of the 16 individual emergency telephone system board coordinators or directors 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 at the Williamson County 9-1-1 Office on the third Wednesday of each month. 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 48 hours, by a majority vote of the Executive Board. Special Meetings may be attended by conference call.

SECTION 5. Notice. Notice of regular and special meetings shall be given 48 hours in advance of the meeting by mail or email or fax in written form and posted at the principal office of CSI with a proposed agenda.

SECTION 6. Quorum. The majority (9) of the members of CSI shall constitute a quorum for the transaction of business at any regular or special meeting of CSI.

SECTION 7. Voting. Each member of CSI shall have one vote. Transactions requiring CSI membership approval shall be completed by simple majority vote. Members unable to attend a meeting having to do with the business of CSI may send the ETSB Chairman or designee (who shall be a current member of the ETSB) in their absence. Alexander and Pulaski Counties shall have individual votes.

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 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 additional 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 3. 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 4. 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 5. 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 6. 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 January 01 to December 31.

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. Amendments shall be presented to the membership in writing at least 21 days prior to any action taken by the membership.

**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 CSI by a vote of two-thirds of the membership.

EFFECTIVE DATE

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

Clay County 9-1-1

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

123 N Locust St., Flora, IL 62839

Phone: (618) 662-7070 Fax: (618) 662-6212

EXHIBIT 12.6

COUNTIES OF SOUTHERN ILLINOIS (CSI)

ARTICLES OF INCORPORATION

**ARTICLES
OF INCORPORATION**

MISCELLANEOUS
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
WILLIAMSON COUNTY
This instrument of writing was filed for record
this 26 day of Jan 20 11
at 10:30 o'clock a M., and Recorded
in MCN Record 328 Page 913

[Signature]
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

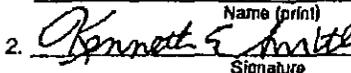
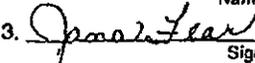
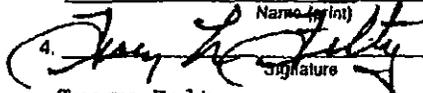
Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)
 Yes No

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 10, 2009
Month & Day Year

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

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

Date: **SEP 03 2010**

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

Employer Identification Number:
27-2228928
DLB:
300216067
Contact Person:
DENNIS C GRUSSER ID# 17178
Contact Telephone Number:
(877) 829-5500
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 2055, 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.

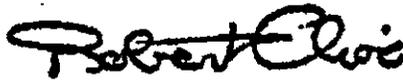
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (00/CG)

**RULINGS &
AGREEMENTS**

IN ILLINOIS

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC