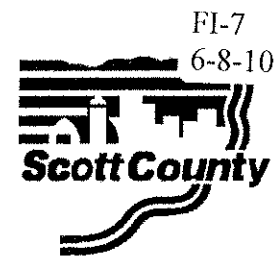


**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West Fourth Street  
Davenport, Iowa 52801-1003

Office: (563) 326-8702  
Fax: (563) 328-3285  
www.scottcountyiowa.com



May 28, 2010

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

SUBJECT: QCIC Net Governance Agreement

The Quad Cities communities have been working together to plan and provide a public safety fiber network to connect all public safety PSAP's and law enforcement departments for a number of years. A grant was received through the Department of Justice to build out the system. That work is nearing completion.

It is now time to put into place the governance agreement for the operation and maintenance of the network. Bi-State along with its consultant and representatives of all the communities have worked to develop the governance agreement. The agreement charges the SECC Board and organization with governance of the Iowa fiber. The ETSB of Rock Island County will have governance of the Illinois fiber. A joint Board consisting of six members appointed by the each of the two boards will govern all joint issues relating to the fiber and its operability.

The agreement is attached. I will be available for questions.

## QCIC NET GOVERNANCE AGREEMENT

This Agreement, is entered into by the Emergency Telephone System Board of Rock Island County; the Scott Emergency Communications Center; the Governments of Bettendorf, Davenport and Scott County, Iowa; East Moline, Milan, Moline, Rock Island, Silvis, and Rock Island County, Illinois for the Governance of the Quad Cities Interoperable Communications Network ("QCIC NET").

**WHEREAS**, Chapter 28E, Code of Iowa and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1 et. seq., provides that powers, privileges or authority exercised by a public agency of the state may be exercised jointly with any other public agency of the state having such powers, privileges and authority; and

**WHEREAS**, these Illinois and Iowa governments and agencies in the Quad Cities Metropolitan Area have worked together to create the Quad Cities Interoperable Communications Network ("QCIC NET"), an emergency telecommunications fiber-optic network; and

**WHEREAS**, the City of Davenport was successful on behalf of these communities and agencies in bringing application to the United States Department of Justice (DOJ) - COPS Grant program to help fund the QCIC NET; and

**WHEREAS**, the parties hereto desire to enter into an agreement for Governance of the QCIC NET to provide for network services, planning, funding, ownership, and operation for the benefit of the signatories, such that it results in the development, implementation and management of consistent, cohesive policies, processes; and

**WHEREAS**, the primary use of the QCIC NET is to connect public safety answering points in Scott and Rock Island County and support the public safety activities of police, fire and other emergency services in Scott County, Iowa and Rock Island County, Illinois; and

**THEREFORE, THE PARTIES HERETO** agree to the following terms and conditions:

- A. Network Definition.** The QCIC NET is defined as the newly built or otherwise contributed fiber-optic cable, conduit, routers, switches and other equipment identified in the QCIC NET construction plans as contracted by the City of Davenport under bid numbers 09-50 and 10-43 for use in connecting the Scott and Rock Island County Public Safety Answering Points (PSAPS) Exhibit "A".
- B. Board Structure and Operation.** Six (6) Board Members or appointees of the Scott Emergency Communications Center (SECC) Board will serve as the Iowa members of the QCIC NET Governing Board; six (6) members or appointees of the Emergency Telephone System Board of Rock Island (RICO ESTB) will serve as the Illinois members of QCIC NET Governing Board. Only a majority of Iowa signatories have authority to rescind such authorization over the SECC and only a majority of the Illinois signatories have authority to rescind such authorization over the RICO ETSB.
1. The QCIC NET Governing Board shall meet at least quarterly to decide matters relative to the QCIC NET. To be considered adopted, motions of the QCIC NET Governing Board must be approved by a majority of the Iowa members AND a majority of the Illinois members.
  2. The QCIC NET Governing Board shall have authority over usage, access, policy and changes to the QCIC NET. Such authority may include, but is not limited to the following:

Revised by MDH 3/19/10

**C. Governance Practices.** It is acknowledged that the DOJ-COPS Grant funded construction of a 72 strand single mode fiber optic network, but because it was interconnected with city and state contributed existing 12 fiber optic strands at several locations, as well as an additional 72 fiber optic strands paid for and owned by the City of Davenport at some locations (See Exhibit "B"), hybrid Governance Practices needs to be implemented and followed by all parties. In order to mitigate concerns over non-ownership control of the portions of the network and yet maintain strict control over the QCIC NET strands to avoid interruption of 911 applications, the following Governance Practice Policies are hereby agreed to and will be followed by the signatory parties.

*1. Donated Municipal Fiber.* Where existing 12 fiber optic strands were contributed by cities (See Exhibit "B"), these 12 strands will now be available completely and indefinitely for use by the QCIC as the Governing Board sees fit. Execution by the individual city participants of this QCIC Net Governance Agreement shall serve as an Indefeasible Right of Use (IRU) for as long as the city is a participating party of the QCIC NET. If a city elects to be no longer a participating party of the QCIC NET then such city and the QCIC NET Governing Board agree to negotiate in good faith continued use of the 12 fiber optic strands for the QCIC NET in exchange for the city continuing to use a comparable value of the QCIC NET fiber they may be using or need at such time, or such other reasonable and agreed upon compensation. Because these 12 strands were donated and become an integral part of the day-to-day operations of the QCIC NET, while the city may negotiate with the QCIC for continued use, the contributing cities agree that at no time will the city eliminate use by the QCIC NET unless the city replaces these strands at the city's expense and donates the replacement infrastructure to the QCIC NET. Since these strands are part of a cable consisting of other city used strands, maintenance of the 12 strands will be handled the same as the other QCIC fiber.

*2. Negotiated Fiber.* Where the existing state-owned 12 fiber optic strands were negotiated for use by the QCIC NET (See Exhibit "B"), as well as where the QCIC NET strands were negotiated for use by the states Iowa Department of Transportation and Illinois Department of Transportation the executed Indefeasible Right of Use (IRU) Agreement attached as Exhibit "C" shall govern use, maintenance and all other provisions involved with the fiber. Where the QCIC NET interconnects with fiber owned by the Iowa Health Systems (IIS)/Trinity Hospital, the executed Indefeasible Right of Use (IRU) Agreement attached as Exhibit "D" shall govern use, maintenance and all other provisions involved with the fiber.

*3. Grant Constructed Fiber.* Where the 72 strand fiber optic cabling and/or conduit was constructed and paid for by the DOJ-COPS Grant (See Exhibit "B"), the following fiber allocation and policies will govern and be followed:

- a. The QCIC NET Governing Board will create, set and enforce policy of the 72 strand fiber optic cabling, beyond those policies contained in this Agreement which were a prerequisite to the formation of the QCIC NET Governing Board.
- b. The SECC and ETSB will manage and carry out the policies and orders created and set by the QCIC NET Board.
- c. Regardless of what entity is using the fiber for whatever purpose, all signatory parties agree that when such use is proposed, reported, maintained, replaced, repaired, altered, or in any manner touched or utilized, the entity using the fiber must notify both the SECC and/or ETSB (depending whether the fiber is physically located in Iowa or Illinois or across a bridge or river crossing where either the SECC

g. There is one segment of the network where the DOJ-COPS Grant paid for an additional 72 fiber optic strands (between the 911 Moline Center located at 1200 River Drive, Moline heading east in the Railroad Right-of-Way up to Hand Hole H.H. MOL-11 at the intersection of 4<sup>th</sup> Avenue and 16<sup>th</sup> Street in Moline-See Exhibit "B") of which all 144 strands of fiber will be governed and controlled by the QCIC NET Governing Board. If there is a proposed use of some of this fiber by a city, it shall be treated as "SPARE" which may be used by a participating city upon getting approval from the QCIC NET Governing Board under whatever conditions and provisions determined by the Governing Board.

4. *City of Davenport Purchased Fiber.* Where the City of Davenport has paid for an additional 72 fiber optic strands located in general between the SECC coming through Scott County Court House through the Davenport Police Station into City Hall and continuing along E. River Drive into Bettendorf City Hall; See Exhibit "B"), Davenport will own and have full use and discretion of this additional 72 fiber optic strands, but because it is all part of the same cabling as the other 72 strands of the QCIC NET and as a condition of being placed/located within portions of the conduit owned by the QCIC NET, Davenport agrees to the following:

a. Such use will not in any way interfere, degrade, or in any way be problematic to the other strands of fiber being used for the QCIC NET or by other parties. Such use will always be for a government or quasi government application and not a for-profit application. No IRU agreement or arrangement may be entered into with another party by the city utilizing the fiber.

b. Davenport will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement.

c. If there is a question of whether the Davenport application is in any way interfering or in violation of this Agreement, as amended, then by a majority vote of all participating signatory parties Davenport may be denied use or continued use until rectified or such time deemed appropriate by the Governing Board.

5. *ETSB Purchased Fiber.* Fiber strands paid for by the ETSB in an arrangement with Rock Island Arsenal (RIA) located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24<sup>th</sup> Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island; See Exhibit "B") ETSB will own and have full use and discretion of this additional 72 fiber optic strands, but because it is all part of and an integral component of the QCIC NET and as a condition of being placed/located within portions of the conduit owned by the QCIC NET, the ETSB agrees to the following:

a. All strands of fiber contained in the Blue Tube (Fiber Strands 1-12), Orange Tube (Fiber Strands 13-24), Green Tube (Fiber Strands 25-36), Brown Tube (37-48) and first 6 strands in the Slate Tube (Fiber number 49-54) will be used only after obtaining approval of the QCIC NET Governing Board. Those fibers within these tubes that have been identified as "DEAD" shall remain unusable unless future network construction or use reconfiguration changes under the Governing Board's authority. Those fibers within these tubes that have been identified as "SPARE" may be used by a participating city (most likely for some type of point-to-point application) upon getting approval from the QCIC NET Governing Board under whatever conditions and provisions determined by the Governing Board.

Revised by MDH 3/19/10

Island; (See Exhibit "B"), until otherwise approved by the QCIC NET Governing Board. Additionally, each signatory responsible for locating and marking the network resources prior to any approved construction project.

**F. Saving Clause.** If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

**G. Amendment/Termination.** This Agreement may be amended or terminated by mutual written consent of the participants to this Agreement and upon meeting obligations outlined within the Agreement.

The undersigned agree with the terms of the agreement as written above.

To be signed by chief elected officials and/or chairs of:

Scott County, Iowa  
Scott Emergency Communications Center  
City of Davenport, Iowa  
City of Bettendorf, Iowa

Rock Island County, Illinois  
Emergency Telephone System Board of Rock Island County  
City of Rock Island, Illinois  
City of Moline, Illinois  
City of East Moline, Illinois  
City of Silvis, Illinois  
Village of Milan, Illinois

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

### SCOTT COUNTY BOARD OF SUPERVISORS

June 10, 2010

#### APPROVAL OF QCIC NET GOVERNANCE 28E AGREEMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Quad Cities Interoperable Communications Network (QCIC Net) Governance 28E Agreement with the Emergency Telephone System Board of Rock Island County, the Scott Emergency Communication Center, the governments of Bettendorf, Davenport and Scott County, Iowa; East Moline, Milan, Moline, Rock Island, Silvis and Rock Island County, Illinois is hereby approved.

Section 2. This resolution shall take effect immediately.