

Memorandum
General Administration

To: Mayor and City Council
Subject: QCIC Fiber Network
Date: September 10, 2015



Mayor and City Council:

The Bi-State Regional Commission has coordinated updates to the Quad City Interoperable Communications (QCIC) Network Governance Agreement. The QCIC Fiber Network connects key public safety facilities throughout the Quad Cities. The proposed amendments allow participants to leverage network infrastructure in public private partnerships and permits the governing board to contract for network management assistance and technical advisory services. If approved, Rock Island would be the final signatory and would bring the revised language into effect.

Recommendation:

City Council approve the agreement and authorize the Mayor to execute the contract documents.

Approved by: Thomas Thomas, City Manager

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 and operate the Quad Cities Interoperable Communications Network (“QCIC NET”), an emergency telecommunications fiber-optic network; and

WHEREAS, the parties entered into an agreement in August of 2010 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 Counties and support the public safety activities of police, fire and other emergency services in Scott County, Iowa and Rock Island County, Illinois and the partners used United States Department of Justice (DOJ) – Community Oriented Policing Services (COPS) grant program to help fund the QCIC NET; and

WHEREAS, in accordance with provisions in the QCIC NET GOVERNANCE AGREEMENT the parties hereby desire to amend the previous Agreement by mutual consent of the participants of the Agreement and upon meeting obligations within the Agreement to accommodate other provisions:

- Ensuring and reinforcing the QCIC NET Public Safety Mission and Purpose is known, clear and attainable by all Stakeholders,
- Leveraging the QCIC NET through expanded use by the parties themselves and through Public Private Partnerships for complimentary applications aligned with the best interests of the parties and the constituents they represent and serve,
- Establishing a method and structure to address Public Private Partnership proposals and subsequent arrangements within regulatory allowances agreeable to all parties,
- Contracting for network management assistance and technical advisory services to be funded equally when necessary by the Emergency Telephone System Board of Rock Island County and Scott Emergency Communications Center of Scott County.

THEREFORE, THE PARTIES HERETO agree to the following terms and conditions which restate those previously agreed terms and conditions not being amended, as well as amended and new terms and conditions:

A. Network Definition. The QCIC NET is defined as the 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).

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 in accordance with the provisions outlined in the QCIC NET By-laws.

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:

- Establishing By-laws.
- Establishing Advisory Committees.
- Adopting network operation standards and procedures.
- Establishing a QCIC NET strategic plan.
- Adopting a disaster recovery plan.
- Adopting an operating manual.
- Setting connection and disconnect policies and procedures.
- Contracting for services that benefit the network.
- Tracking equipment and spare parts inventory.
- Tracking ongoing vendor support, warranties and specification sheets.
- Making fiber assignment among the users.
- Maintaining network maps.
- Reviewing and adjust the governance system.
- Seeking funds and procuring network services such as Service Level Agreements (SLAs), operations, maintenance, upgrade, line location and line repair.
- Developing processes to purchase network equipment collectively to ensure compatibility and favorable pricing.
- Setting transport fees.
- Setting maintenance fees.

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, 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, 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 no longer be 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, 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 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, 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 management of the fiber may be contracted out to a third party consultant to become the Network Manager and carry out the policies and orders created and set by the QCIC NET Board. **The responsibility for managing and carrying out the policies and orders does not apply to city use fiber that is not in any way associated with the QCIC NET, and where part of the QCIC NET management and carrying out of policies and orders only applies to those specifically created and set by the QCIC NET Governing Board and assigned to the managing entity. The cities will still have management and control over the city use fiber with the exception of those specific and limited responsibilities assigned herein and as modified in the future to the Network management Consultant and/or Network Manager.**

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 the Network Manager and if that position is vacant 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 or ETSB have entered into agreements with other parties assuming responsibility) so that complete and accurate fiber strand mapping can be maintained.

d. Recognizing that The QCIC NET is operational because municipalities and the states (Iowa and Illinois Department of Transportation) have contributed for use strands of fiber, as well as the fact that the DOJ-COPS Grant initiated interconnecting only the PSAPs, but not every emergency response facility, eighteen (18) strands

contained in the slate and white tubes (specifically strands numbers 55-72 unless modified or reassigned by the Network Manager or the Board) may be used for whatever government related application the signatory cities deem appropriate without the approval of the QCIC NET Governing Board for this cabling physically located within the particular city using the fiber, contingent upon the following provisions:

- i. 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.
 - ii. Such use will always be for a government or quasi government application(s) or resulting government/constituents' benefit(s) and not solely a for-profit application without any positive advantage or value to the city. Government applications may include local, county, state or federal government and examples of resulting benefit(s) may include maintenance of the network by a third party, expansion of the network, revenues to offset operating and maintenance costs, etc. No IRU agreement or other contractual arrangement may be entered into with another party by the city utilizing any portion of the QCIC fiber without the QCIC NET Governing Board approval.
 - iii. The city using these strands will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement.
 - iv. If there is a question of whether any city application is in any way interfering or in violation of this Agreement, as amended, then by a majority vote of the Governing Board, the city may be denied use or continued use at which time control of the fiber reverts back to the QCIC NET Governing Board within that particular city until rectified or such time deemed appropriate by the Governing Board.
- e. 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) unless reassigned 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.
- f. 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 4th Avenue and 16th Street in Moline 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, 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.
- b. Davenport will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement when working on the 72 fiber optic strands that were part of the QCIC NET construction project. This reporting requirement does not apply when Davenport is working on Davenport owned fiber or conduit having no impact at all to the QCIC NET fiber.
- 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 of the Governing Board 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 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island 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), unless reassigned, 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 Illinois 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.
- b. ETSB will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement when working on the 72 fiber optic strands that were part of the QCIC NET construction project. This reporting requirement does not apply when ETSB is working on ETSB owned fiber or conduit having no impact at all to the QCIC NET fiber.
- b. 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.

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

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

6. *Fiber Splicing* In addition to the notification requirements of item C.3.c above, when any party or representative of the signatory parties intend to maintain, replace, repair, alter, or in any manner touch any of the fiber addressed in this Agreement, the parties agree to follow the fiber splicing and handling procedures.

7. *Security of Network Facilities* Because the QCIC NET fiber terminates/originates, continues through or is connected to numerous patch panels and equipment in multiple locations in the parties facilities, all signatory parties agree to take whatever steps necessary to secure the QCIC NET infrastructure, equipment and ancillary components of the network such as appropriate fire suppression arrangements, controlled environmental conditions (air conditioning, heating, ventilating, humidity control, etc.), and proper signage that no unauthorized person touches the QCIC NET fiber, equipment and ancillary components.

8. *Precedence* It is agreed upon that the only method of eliminating or in any way modifying these prerequisite Governing Policies (not subsequent policies set by the QCIC NET Governing Board) is by majority vote of the signatory parties.

D. Ownership. The signatory parties shall own the new and donated portions of the QCIC NET infrastructure located within their corporate boundaries or other area of jurisdiction, and shall not otherwise sell, dispose of, or otherwise use and handle this infrastructure in noncompliance of this Agreement unless authorized by the QCIC NET Governing Board or other applicable duly authorized entity. The ETSB is considered the owner of the QCIC NET infrastructure located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island. Should the QCIC NET Governing Board cease to exist and no other entity authorized to assume its function, the governmental signatory parties herein would own and control the portions of QCIC NET equipment and infrastructure under their jurisdiction.

E. Maintenance. Until otherwise approved by the QCIC NET Governing Board, each signatory having jurisdiction over the land or building where portions of the QCIC NET are located shall be fully responsible for maintaining the QCIC NET fiber, conduit and other equipment and ancillary components in a working fashion equal to the network's original construction and operation. The ETSB shall be responsible for these duties for QCIC NET infrastructure located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island, until otherwise approved by the QCIC NET Governing Board. Additionally, each signatory party is responsible for locating and marking the network resources prior to any approved construction project.

F. Network Management. A structure may be established to address public Private Partnership Proposals and provide a mechanism for the QCIC NET Governing Board and the signatory parties to retain and have available network management assistance and technical advisory services. Such services may include but are not limited to:

- Coordinating maintenance among all participating agencies.
- Reviewing and recommending goals and objectives to the QCIC NET Governing Board.
- Reviewing and recommending long-range plans to the QCIC NET Governing Board.
- Recommending adoption/modification of operating policies/procedures to the QCIC NET Governing Board, including setting connection and disconnect policies and procedures; tracking equipment and spare parts inventory; tracking ongoing vendor support, warranties, and specification sheets; making fiber assignment among the users; and maintaining network maps.
- Reviewing and discussing performance of any network service providers and making performance reports to the QCIC NET Governing Board.
- Developing processes to purchase network equipment collectively to ensure compatibility and favorable pricing.
- Assisting the Board with procurement of funds and network services such as Service Level Agreements, operations, etc.
Evaluation with recommendations of Public Private Partnerships or single entity proposals.

Network Services to Continue to be handled by participating jurisdictions includes:

- Line Locating
- Preventive System Maintenance
- Network Electronics
- Stock and Inventory of Spare Parts
- NOC/POP Operations
- Emergency Maintenance and Repair
- End-User Hook-up/Disconnect
- Dark Fiber and Other Type Billing

G. Manner of Financing. When QCIC NET requires funding for management of the network or for other uses to guarantee the networks Public Safety mission, the costs will be divided between SECC for the Iowa side and ETSB for the Illinois side. When practical all services will be equally divided as to costs and the associated contracts will reflect the services for the network in each state. SECC and ETSB will have separate contracts and when practicable the contracts will be multi year. The QCIC NET Board will vote to recommend the funding requests.

H. Fiscal Agent. Since it is intended to have a network management contract with both the SECC on the Iowa side, and ETSB on the Illinois side of the river, the portion of fees allocated to the Iowa use of the QCIC NET and facilities will go the SECC to deposit into a SECC bank account for disbursement and other appropriate government accounting and approved use practices, and the portion of fees allocated to the Illinois use of the QCIC NET and facilities will go to the ETSB to deposit into an ETSB bank account for disbursement and other appropriate government accounting and approved use practices. The SECC and ETSB are hereby authorized to act as fiscal agents for monies associated and specific to the QCIC NET fiber for the signatory parties to this Agreement. Approved use, practices, protocols, method and calculation of fee allocation and distribution are to be developed through the creation of Standard Operating Procedures (SOPs) of monies due to the individual cities, counties and other parties owning portions of the QCIC NET and the SECC and ETSB will disburse such entitled payments when required. If fees are entitled to go to one of the cities, county or other entity, then the SECC and/or ETSB will issue payment upon having acceptable documentation, approval and compliance with the SOPs.

- I. 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.
- J. Term.** This agreement shall become effective upon the date of the last signature hereon, and continue in full force and effect through June 30 of every year, unless sooner terminated as provided herein. This agreement shall automatically be renewed each year unless terminated as provided herein.
- K. 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. In the event of termination of the agreement, the distribution of the fiber shall be in accordance with the ownership section.

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