



SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
EOC Scott Emergency Communications Center
1100 E 46th St., Davenport, Iowa
APRIL 16, 2015 at 3:30 p.m.

MEETING AGENDA

1. Roll Call: Frieden, Gallagher, Gluba, O'Boyle, and Sunderbruch.
Ex officio members: Bruemmer, Frederiksen, Malin, and Ploehn
2. Pledge of Allegiance
3. Approval of Minutes
4. Approval of Proclamation stating the week of April 12, 2015 as National Public Safety Telecommunicator's Week
5. Employee Recognition Years of Service Awards
6. Director's Report
7. Approval of the QCIC Net Updated Governance Agreement
8. Approval of the QCIC Net Consulting Services Agreement
9. Approval of Generator Sensor
10. Discussion of strategy of upcoming labor negotiations with the SECC's organized employees pursuant to Iowa Code Section 20.17(3). – CLOSED SESSION
11. Next meeting date – May 21, 2015 at 3:30 p.m.
12. Adjourn

For previous meeting Minutes, please visit our website at www.secc911.com.



MINUTES
SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
THURSDAY, MARCH 27, 2015, 3:30 P.M.

Board Members present: Rob Frieden, Bob Gallagher Jr., Bill Gluba, Marty O'Boyle, and Tom Sunderbruch.

Ex Officio members present: Dee Bruemmer, Linda Frederiksen, Craig Malin, and Decker Ploehn.

Staff present: Billie Huffman, Annie Nugent, Pam Paulsen, and Denise Pavlik,.

Moved by Gluba, seconded by Frieden approval of the Minutes of the January 15, 2014 SECC meeting. All ayes.

At 4:21 p.m. moved by Gallagher, seconded by O'Boyle to move into closed session pursuant to Iowa Code Section 20.17 (3) to discuss strategies in collective bargaining. Roll Call: All ayes. At 4:46 p.m. Gallagher moved, seconded by O'Boyle to convene in open session. Roll Call: All ayes.

The next meeting is scheduled for Thursday, April 16, 2015, at 3:30 p.m.

Moved by O'Boyle seconded by Gallagher adjournment of the meeting at 4:47p.m. All ayes.

These minutes are subject to approval at the next regularly scheduled meeting.

Respectfully submitted by,

Annie Nugent
Administrative Assistant

Attested by,

A handwritten signature in black ink, appearing to read "Rob Frieden".

Rob Frieden
Secretary/Treasurer



MEMORANDUM

To: Thomas Sunderbruch – SECC Chairman
From: Denise Pavlik, ENP – SECC Director
Date: April 9, 2015
Subject: A Resolution recognizing National Public Safety Telecommunicator's Week

BACKGROUND/DISCUSSION:

Each year, the second full week of April is dedicated to the men and women who serve as Public Safety Telecommunicators. The official name of the week, when originally introduced in Congress in 1991, was "National Public Safety Telecommunicators Week." In the intervening years, it has somehow become known by several other names, including "National Public-Safety Telecommunications Week" and "International Public Safety Telecommunicator's Week." This week is designated to recognize those Public Safety Telecommunicators who serve the public in countless ways without due recognition by the beneficiaries of their services.

SCHEDULE FOR CONSIDERATION:

This item will be on the Agenda of the Scott Emergency Communications Center Board regular Board Meeting on April 16, 2015 for Board consideration and approval.

**RESOLUTION
SCOTT EMERGENCY COMMUNICATIONS CENTER BOARD**

**A RESOLUTION RECOGNIZING NATIONAL PUBLIC SAFETY
TELECOMMUNICATOR'S WEEK APRIL 12-18, 2015**

- WHEREAS** emergencies can occur at any time requiring police, fire or emergency medical services; and
- WHEREAS** when an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS** the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Scott Emergency Communications Center (SECC); and
- WHEREAS** public safety dispatchers are the first and most critical contact our citizens have with emergency services; and
- WHEREAS** public safety dispatchers are the single vital link for our law enforcement and fire personnel by monitoring their activities by radio, providing them information and ensuring their safety; and
- WHEREAS** public safety dispatchers of the Scott Emergency Communications Center (SECC) have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and
- WHEREAS** each public safety dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT RESOLVED by the Chairman of the Board of the Scott Emergency Communications Center, Scott County, Iowa, do hereby proclaim the week of April 12-18, 2015, as "National Public-Safety Telecommunicator's Week" and joins in honoring the men and women whose diligence and professionalism keep our county and citizens safe.

ADOPTED this 16th day of April, 2015

APPROVED:

Thomas Sunderbruch - Chairman

ATTEST:

Mayor Bob Gallagher, Jr. - Vice Chair

Mayor, Bill Gluba – Board Member

Rob Frieden – Board Member

Mayor, Marty O’Boyle- Board Member

R E S O L U T I O N

SCOTT COUNTY EMERGENCY COMMUNICATIONS CENTER BOARD

April 16, 2015

A RESOLUTION APPROVING THE UPDATED QCIC NET GOVERNANCE
AGREEMENT

BE IT RESOLVED BY the Scott Emergency Communications Center Board as follows:

- Section 1. That the Board hereby approves the UPDATED QCIC Net Governance Agreement.
- Section 2. This resolution shall take effect immediately.

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

Article I.
Purpose
QCIC NET By-Laws

These By-Laws are for the Governance of the Quad Cities Interoperable Communications Network (“QCIC NET”). The participating entities are the Board of 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. 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. 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. The participants desire to govern the QCIC NET to provide for network services, planning, funding, ownership, and operation for the benefit of the participating entities, such that it results in the development, implementation and management of consistent, cohesive policies, processes. Further, the participants desire to leverage the QCIC NET through expanded use by the participants themselves and through Public Private Partnerships for complimentary applications aligned with the best interests of the participants and the constituents they represent and serve through the establishment of a method and structure to address Public Private Partnership proposals and subsequent arrangements within regulatory allowances agreeable to all parties. The participants also wish to have the ability to contract for network management assistance and technical advisory services to be funded equally when addressing QCIC NET as a whole by the Emergency Telephone System Board of Rock Island County and Scott Emergency Communications Center of Scott County.

Article II.
Membership, Voting, and Quorum

- A. **Membership:** 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 and 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 membership authorization over the SECC and only a majority of the Illinois signatories have authority to rescind membership authorization over the RICO ETSB.

B. Voting/Quorum: 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. Therefore a quorum shall consist of a majority of the Iowa members AND a majority of the Illinois members EXCEPT for matters that only impact fiber strands physically located in Iowa or only impact fiber strands physically located in Illinois.

For matters that only impact fiber strands physically located in Iowa or only impact fiber strands physically located in Illinois, only a majority of those members in which the state where the matter is located must approve the motion, and therefore constitute a quorum. Such an allowance does not apply to changing any of the requirements, provisions, or terms and conditions of the QCIC NET Governance Agreement OR for matters that effect strands that have full ring routing and/or matters effecting the QCIC NET as a whole. If there is matter addressed or motion passed by the majority of members from only one state, and the other members of the QCIC NET Governing Board object to the passed motion, it can be repealed by a majority of the Iowa members AND a majority of the Illinois members.

Article III. Officers

A Chairman and Vice-Chairman of the QCIC NET Governing Board shall be chosen by representatives of the Board at the first meeting held in odd numbered years. These officers shall reside from each state portion. The Chairman or any member presiding over the Board may vote and make or second motions.

Article IV. Meeting Notification

The QCIC NET Governing Board meetings are public meetings and meeting notices shall be posted as required in Iowa for SECC and in Illinois for RICO ETSB. In addition, the QCIC NET Governing Board meeting organizer, if different than SECC and RICO ETSB, shall post the meeting notice as required by the state in which the meeting will be held. Other local governments and agencies which are a part of QCIC Network, but are not members of the QCIC NET Governing Board, shall receive meeting information and may attend all meetings.

Article V. QCIC Board Activities, Responsibilities

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.

Article VI. Amendments

These By-Laws may be amended at any meeting of the QCIC NET Governing Board by a majority vote of the Iowa AND Illinois members of the Board, provided that the proposed amendment has been sent to all participating entities of the QCIC Network at least five (5) days prior to such meeting. If an amendment is proposed at a meeting, voting on such amendment may not take place until the next meeting.

R E S O L U T I O N

SCOTT COUNTY EMERGENCY COMMUNICATIONS CENTER BOARD

April 16, 2015

A RESOLUTION APPROVING THE QCIC NET CONSULTANT SERVICE AGREEMENT

BE IT RESOLVED BY the Scott Emergency Communications Center Board as follows:

- Section 1. That the Board hereby approves the Consultant Services Agreement between the QCIC Net Governing Board and the Consulting Gateway Corporation for consulting services regarding the management of the QCIC Net Fiber Optic Network.
- Section 2. This resolution shall take effect immediately.



SERVICES AGREEMENT

THIS SERVICES AGREEMENT made and entered into by and between the Scott County Emergency Communications Center (“SECC”) and the Rock Island County Emergency Telephone System Board, Illinois (“RICO ETSB”) hereinafter collectively called “CLIENTS” and Consulting Gateway Corporation, a Corporation chartered and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called “CONSULTANT.”

WITNESSETH:

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, certain Illinois and Iowa governments and agencies in the Quad Cities Metropolitan Area have worked together to create the Quad Cities Interoperable Communications Network (as further defined below, the “QCIC NET”), an emergency telecommunications fiber-optic network; and

WHEREAS, the QCIC NET is overseen by Six (6) Board Members or appointees of the Scott Emergency Communications Center (SECC) Board which serve and represent the interests of Iowa members of the QCIC NET Governing Board and six (6) members or appointees of the Emergency Telephone System Board of Rock Island (RICO ESTB) which serve and represent the interests of the Illinois members of QCIC NET Governing Board; and

WHEREAS, the QCIC NET Governing Board’s assigned powers, responsibilities and authority over usage, access, policy and changes to the QCIC NET are defined in an Intergovernmental Agreement 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 “QCIC NET”. Within the Intergovernmental Agreement 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; and

WHEREAS, The QCIC NET is defined as the recently 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 County and Rock Island County Public Safety Answering Points (PSAPS). In addition to the previously established name of the QCIC NET being recognized as the “Quad Cities Interoperable Communications Network”, for the sake of enhancing marketing and branding purposes in the solicitation of Public Private Partnerships for complimentary uses, the QCIC NET title has also been modified to also and interchangeably represent the title “Quad Cities Interoperable Communications Network & Enterprise Telecommunications”; and

WHEREAS, by mutual consent of the parties to this SERVICES AGREEMENT and in addition to their specific performance obligations contained herein, the parties will work together to strive to meet and promote, among other objectives, the following goals:

- Leverage the QCIC NET through expanded use by the parties themselves and through Public Private Partnerships (PPP) for complimentary applications aligned with the best interests of the parties and the constituents they represent and serve; and
- Establish the structure to address Public Private Partnership (PPP) Proposals and subsequent arrangements within regulatory allowances agreeable to all the parties.



NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that CLIENTS shall and do hereby employ said CONSULTANT to perform certain network management consulting services as follows:

ITEM A - CONSULTANT'S SERVICES

The background and general discussion of services that CONSULTANT agrees to furnish are set forth in the QCIC NET SECC-ETSB Contracts Proposal July 18, 2014 Revision, hereinafter called "PROPOSAL" or "PROJECT" on file with the QCIC NET Governing Board but, in the event they conflict with this SERVICES AGREEMENT, then the terms of this SERVICES AGREEMENT or future addendum shall control. Consultant's Services are described in three (3) Sections below, summarized as follows:

- I. To **develop and maintain a network management software system** that can be accessed by the CLIENTS for reference to network maps, schematics, inventory, cost data, equipment, pictures and other features commonly utilized in managing such telecommunications networks. Data collection, input, desired queries and reports and testing are to be compensated for upfront through a total lump sum and continued monthly maintenance, modifications, updates, retirements, and on-going enhancements are to be compensated through monthly user fees. The parties agree to a two (2) year agreement term and the CLIENTS shall have an option to renew for two (2) additional terms of one (1) year each, but shall have no obligation to do so for either additional year after the initial two (2) years. This will allow the CLIENTS to have monthly user fees unchanged for up to the two (2) additional years.
- II. Represent the **QCIC NET Governing Board in negotiations and network management** with potential users of the QCIC NET such as a Public Private Partnership (PPP) with a service provider or dark fiber lease in the capacity of Network Manager. Such representation is to be compensated through agreed upon hourly rates with appropriate pro rata portion paid by each of the CLIENTS based on the physical location of the network and/or equipment being negotiated for use and balance paid by the potential user where justified and under the direction of the CLIENTS.
- III. Provide **other engineering and consulting services** as requested from time-to-time by the CLIENTS at agreed upon hourly rates.

Section I. CONSULTANT's Services for Development & Maintenance of Network Management Software

CONSULTANT owns CIPRAD (Continuing Information Property Reports And Database) Network Management Suite of Software. CIPRAD is a next generation Telecommunications Network Mapping, Management and Continuous Property Record (CPR) Enterprise Solution using integrated, browser based SQL database, with on-line hosted data stored and accessed in the cloud on a secured server. (General information on CIPRAD-Network Software, is included in the PROPOSAL, as well as available at www.ccstele.com.) The specifics of the software and needed customization that the CLIENTS desire will be addressed through work assignment monthly reports with the CLIENTS. [Note: Exhibits contained within the PROPOSAL and at the above URL are promotional slides only and the actual final new SQL version of the software may differ somewhat from current MS ACCESS Version]. While the network reports and database software is proprietary and will remain the property of CONSULTANT, if this SERVICES AGREEMENT is terminated the data compiled in CIPRAD as work performed pursuant to this Agreement will be returned to the SECC and RICO 911 ETSB in either Excel or ASCII format and/or image files where applicable such as pdf, jpeg, gif, etc.

Proposed Scope of Work (SOW)

1. Build, Operate and Maintain (BOM) Continuing Information System (CIS) / Continuing Property Record (CPR) Network Reports and Database of the QCIC NET.
 - a) **The CLIENTS are not buying software**, but rather Network Management/Consulting Services and



software user licenses from CONSULTANT, which will use CIPRAD to meet the described responsibilities.

- b) While this initial SERVICES AGREEMENT accommodates 2 user licenses for the SECC and 2 user licenses for the RICO ETSB, the CLIENTS can add additional users at the fees then in effect to have access to network reports and databases with assigned rights and security permissions assigned by the CLIENTS.
2. Address needed CIPRAD customization that the CLIENTS desire. Some requested customization that would involve more than basic or routine adjustments may require additional fees (such as data conversion, etc.), but any request for customization will be identified along with any additional fees applicable outside those addressed in ITEM B under Section I and must be agreed to in writing by both the CLIENTS and CONSULTANT prior to moving forward with such customization.

Time Allowances in Providing Above Services Included with the Monthly User Fees

- Up to 4 hrs./mo. of Remote (off-site) Technical Support for each CLIENT at no additional Cost (8 Hrs. Total for project: SECC and RICO 911 ETSB); \$45/Hour when SECC exceeds 4 hrs./mo. or RICO 911 ETSB exceeds 4 hrs./mo. billed to the appropriate CLIENT. (Note: 5% Increase to Hourly Rate for Each Additional New Calendar Yr. Period If Applicable; Adjusted fees for future years rounded to nearest whole dollar).
- The one time upfront lump sum cost includes one-time conversion of 50 image files [drawings, schematics] (100 total for project: SECC and RICO 911 ETSB); \$10/each for additional conversion of drawings, schematics, etc. into image files after 50 image files have been created for SECC and 50 image files have been created for RICO 911 ETSB billed to the appropriate CLIENT.
- In addition to remote access/input/utilization of software modules being licensed for use, the monthly user fees provide 4 hrs. /mo. for SECC and 4 hrs. /mo. RICO 911 ETSB (8 hrs./mo. total for project) of CONSULTANT Staff Personnel time [including use of 1099 Subcontractors] for remote work on QCIC Network software and routine management administrative issues [not network engineering, design, inspection, etc. associated with network expansion]. At the CLIENTS' option, this 4 hrs. /mo. allowance for the SECC and RICO 911 ETSB or 8 hrs. combined can also initially go towards (be applied to) on-site visits (presence) in the Quad Cities. This provision will assist in getting QCIC NET administrative goals accomplished. Once individual initiatives begin to be addressed, travel and time expense can be covered by the initiative freeing up some more of this time allocation for even more administrative work to be completed.

Section II. Represent the QCIC NET Governing Board in Network Use Negotiations and Network Management

CLIENTS have received a number of proposals and expression of interest by third parties desiring to use portions of the QCIC NET. It is desired by the CLIENTS to establish a structure to address Public Private Partnership (PPP) Proposals and provide a mechanism for the QCIC NET Governing Board and the members to retain and have available at their option and discretion network management assistance and technical advisory services. CONSULTANT is to represent the QCIC NET Governing Board in negotiations with such parties at the direction of the CLIENTS. Final negotiations can only be approved by the CLIENTS.

Proposed Scope of Work (SOW)

1. Prepare, administer, receive, analyze and provide recommendation(s) of Proposals, Interest, Qualifications and/or negotiate network initiatives and business arrangements beneficial to QCIC NET and its members.
2. Participate in and work with the CLIENTS QCIC NET related Committees in carrying out their assigned role, responsibilities and authorities including developing recommendations to the Governing Board.
3. Suggest additional recommendations that will enhance and expand the QCIC NET network and value.
4. Develop recommendations for needed local services for the Governing Board to consider.



- Address assigned network initiatives by the CLIENTS. It is anticipated that such reimbursement of extra expense beyond the minimum fees outlined in this SERVICES AGREEMENT will be addressed as part of that specific initiative fees. (This SERVICES AGREEMENT does not include any network maintenance services; just limited consulting and software services as described and CIPRAD user licenses.)

Section III. Other Engineering and Consulting Services

While Section II. above provides for network management and negotiation services, the CLIENTS strive to continue to enhance the existing QCIC NET through potential expansion, interconnection with other networks, elimination of bottleneck areas, etc. and, therefore, CLIENTS may from time to time request other types of engineering and consulting services such as, but not limited to, network design, specifications and bidding document development, estimating, scheduling, construction inspection, testing, etc.

Unless expressly stated herein to the contrary, the professional services to be provided by CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any depositions, hearing or arbitration. If requested, these services will be provided by an amendment to this SERVICES AGREEMENT, setting forth the terms of compensation to be received by CONSULTANT.

ITEM B – COMPENSATION AND METHOD OF PAYMENT

CONSULTANT shall perform the tasks specified in the Scope of Services at such time and in an agreed upon manner under the direction of an assigned representatives of each of the CLIENTS and agreed to by CONSULTANT. Upon execution of this SERVICES AGREEMENT and upon receipt by CONSULTANT of the agreed upon initial payment of \$15,980 (\$7,990 from SECC and \$7,990 from RICO 911 ETSB), the CLIENTS shall have been deemed to have provided CONSULTANT with formal Notice to Proceed. Any changes to the agreed upon terms and conditions or Scope of Services that require additional fees shall be made in writing and accompanied by an amendment or formal change order executed by both parties and unless otherwise noted shall be incorporated under applicable terms of this SERVICES AGREEMENT.

Section I. CONSULTANT’s Services for Dev. & Maintenance of Network Mgmt. Software Basis of Fees

CIPRAD Telecom Network CPR & Management Suite of Software - Records, Reports, Database & Management	
• OPRAD (Outside Plant Records and Database): 1x Data Input, Conversion, Report/Queries Build Cost of.....	\$28,125
• REFERENCE PHOTO GLOSSARY: Included at no Additional Cost when more than 1 module used	\$ 0
• FOPRAD (Fiber Optic Plant Reports and Database) +34% of OPRAD Cost=\$9,565; 60% Discount while CGC Manages Network ..	\$ 3,835
Total	\$31,960
• CORAD (Central Office Reports and Database): Typically +33% of OPRAD Cost or \$9,280; [At this time it is recommended the CLIENTS not use and pay for CORAD software use/access due to limited equipment existing in current operations. The CLIENTS can add fees for use/access to the CORAD module anytime in the future if available. It is anticipated CGC will eventually load CORAD w/QCIC NET Central Office data for enhancing management capabilities for internal use, but there will be no obligation or expectation to do so.	

In addition to the lump sum payment due within the first 4 months of the first year as provided below, every month the CLIENTS shall pay a User Fee (initially minimum of 2 users for each CLIENTS) for access and use of network management software tools. The first year total cost for services provided for under this contract to be performed by CONSULTANT shall not exceed Forty Thousand, Nine Hundred, Sixty Dollars and no cents (\$40,960), unless modified through a properly executed change order. Additional work on services and the outlined cost provided beyond the first two (2) years will only be pursuant to an automatic one (1) year renewal of the SERVICES AGREEMENT option unless terminated as provided herein, in writing. No individual or organization other than the CLIENTS is authorized under any circumstances to approve any change in the scope of work or the payment schedule. The following table addresses the lump sum payments for data collection, input, quires & reports design, & testing.



Subject to the foregoing, CLIENTS shall pay to the CONSULTANT the following:

Contract Period	Period	Payments	SECC	RICO 911 ETSB	Lump Sum Total	Comments
Yr. 1 of 2 Yrs. Commitment	March, 2015	50% Lump Sum Pym't (Data collection, input, desired quires and reports and testing)	\$7,990	\$7,990	\$15,980	If CLIENTS are dissatisfied with CIPRAD after first 4 mos. of development, CONSULTANT agrees to continue to make modifications to CLIENTS satisfaction with incremental payments on remaining lump sum amt. owed throughout the modifications until CLIENT is satisfied or void remaining 50% lump sum payment along with terminating the SERVICES AGREEMENT, returning CLIENTS' data.
	June 1, 2015	50% Lump Sum Pym't	\$7,990	\$7,990	\$15,980	
	Starting June 1, 2015 Thru Feb. 29, 2016	User Fees Option. \$250/user/mo. X 2 or paid Lump Sum; Mo. User Fee to apply 3 mos. after start (allows work on data input, conversion & user interface;	\$4,500	\$4,500		Initially allows 2 Users for SECC & 2 Users for RICO 911 ETSB; Additional Users can be added for \$250/user/mo. additional fee(s) up to total of 6 for each CLIENT. If additional users are desired beyond 6 for each CLIENT, then Additional Users can be added for \$225/user/mo. additional fee(s) up to total of 12 per CLIENT.
		Subtotal	\$20,480	\$20,480		
Yr. 2 of 2 Yrs. Commitment	March 1, 2016 Thru Feb. 28, 2017	User Fees Option \$250/user/mo.X2 or Lump Sum Payment	\$6,000	\$6,000		
		Subtotal	\$6,000	\$6,000		
Yr. 3 Option to Renew	March 1, 2017 Thru Feb. 28, 2018	User Fees Option \$250/user/mo.X2 or Lump Sum Payment	\$6,000	\$6,000		
		Subtotal	\$6,000	\$6,000		
Yr. 4 Option to Renew	March 1, 2018 Thru Feb. 28, 2019	User Fees Option \$250/user/mo.X2 or Lump Sum Payment	\$6,000	\$6,000		
		Subtotal	\$6,000	\$6,000		
Total Lump Sum Payment					\$31,960	All fees, services, terms & conditions to be renegotiated in good faith after initial 4 yrs. if CLIENTS exercise Yr. 3 & 4 Options to renew.
After Feb. 28, 2019, the monthly user license fees will depend on number of users at the time.						

Section II. Represent the QCIC NET Governing Board in Network Use Negotiations and Network Management

If network manager services are requested, the type of services the CLIENTS would pay for (on behalf of the QCIC NET Governing Board and Members) at the agreed upon QCIC NET discounted hourly rates rates contained under ITEM E, and the type of services that are expected to be paid for by the QCIC NET municipal and any other members, are set forth on the following breakdown is provided:

PAID FOR BY SECC & RICO E911 THROUGH THIS SERVICES AGREEMENT (on behalf QCIC NET Governing Board)

Anticipated Contracted Network Mgmt. Services by Manager or Others Overseen by Network Manager

- Documenting (and coordinate if necessary) maintenance completed among all participating agencies
- Reviewing and recommending goals, objectives and long range plans to the QCIC NET Governing Board
- Recommending adoption/modification of standard operating procedures/policies/practices to Governing Board
- Reviewing performance of network service providers and reporting to the QCIC NET Governing Board
- Developing processes to purchase network equipment collectively to ensure compatibility & favorable pricing
- Assisting the Board with procurement of funds & services such as Service Level Agreements, operations, etc.



- Receipt, Evaluation with Recommendations of PPP or single Entity Proposal
- QCIC NET Fiber Use Tracking & Map Updates
- Maintenance Fees & Responsibilities
- Minimum Quality of Service Requirements
- Continuing Property Records (CPR)
- Network Use Rules & Regulations
- Filing of Warranties/Specifications
- Rate Tariffs
- Disaster Recovery Planning

Unless other arrangements are made and until otherwise approved by the QCIC NET Governing Board, each signatory party to the Intergovernmental Agreement having jurisdiction over the land(s) or building(s) 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.

NOT PAID THROUGH THIS SERVICES AGREEMENT, BUT PAID BY CITIES & COUNTIES (including SECC & RICO ETSB)
Network Services to Continue to be handled by Cities (Cities' Option to Outsource to Network Mgr. for Fee)

- Line Locating
- End-User Hookup/Disconnect
- NOC/POP Operations
- Network Electronics
- Emergency Repair
- Preventative Maintenance
- Spare Parts Stock/Inventory
- Dark Fiber/Other Billing

Section III. Other Engineering and Consulting Services

While Section II. provides for network management and negotiation services, the CLIENTS may from time to time request other type engineering and consulting services such as, but not limited to network design, specifications, bidding documents, staking, estimating, scheduling, construction inspection, testing, etc. and therefore the parties agree that under ITEM E the Discounted Rates only apply for work performed for CLIENTS (with no third party involvement) during the term of this SERVICES AGREEMENT (whether 2 or up to 4 yrs. as CLIENT elects), but the Standard Rates will apply for work associated with third parties' initiatives, networks, work, connectivity, etc.

Fees Collected for Use of the QCIC NET

Since this SERVICES AGREEMENT is a three party contract, between the CONSULTANT with SECC on the Iowa side, and RICO 911 ETSB on the Illinois side of the river, the portion of fees collected for use of the QCIC NET by third parties allocated to the Iowa use of the network and facilities will go the SECC to deposit into a SECC bank account for the Iowa use of the network and facilities, and the portion of fees allocated to the Illinois use of the network and facilities will go to the RICO 911 ETSB to deposit into a RICO 911 ETSB bank account for the Illinois use of the network and facilities. Method and calculation of fee allocation will be addressed in more detail through the creation of Standard Operating Procedures (SOPs), practices and protocols. No payment of fees will be written to CONSULTANT except from either the SECC or RICO 911 ETSB (CLIENTS) under the provisions of the SERVICES AGREEMENT for services rendered and other reimbursements or compensation. If fees are entitled to go to one of the cities or other entity, then the SECC and/or RICO 911 ETSB will issue payment upon receiving approval.

ITEM C – APPLICATION OF FEES COLLECTED FROM THIRD PARTIES

- *Network Management/Consulting Fees Not Covered by the SECC and/or RICO 911 ETSB:* Since only the minimum required general management and related consulting upfront costs are addressed in this SERVICES AGREEMENT, it is proposed to recover individual initiative and specific task consulting costs through revenue, fees, dues, billing for services, user charges or any other reasonable and appropriate method of funding negotiated or built-in as a requirement and condition of the individual initiative or specific task. CONSULTANT will prepare the invoice amounts and submit them through the SECC and RICO 911 ETSB (CLIENTS) who will receive payment from the party(s) associated with the individual initiatives to



reimburse/pay CONSULTANT for services rendered. CONSULTANT rates, overhead costs and any other reimbursement or compensation will be agreed upon by CONSULTANT and CLIENTS prior to working on individual initiatives. Examples of where fees collected may be applied at the direction of the CLIENTS in addition to the CONSULTANT expense, include:

- *Network Operating & Maintenance Costs: i.e., advertising, legal, engineering, consultants, assessments, etc.* Agreed upon maintenance services in the future may be covered such as line locating and emergency repair.
- *City/County Allocation of Network and Facilities Use:* To be determined through SOPs, Practices, Protocols, etc.
- *QCIC NET Governing Board Expenses:* Funds to cover administrative expenses; i.e., advertising, legal, etc.
- *Network Enhancement/Expansion Initiatives:* Example-remove bottleneck areas along the network.

ITEM D – ASSIGNMENT AND SUSPENSION OF SERVICES

The CONSULTANT shall not assign or subcontract any interest in or obligation under this SERVICES AGREEMENT, and shall not transfer any interest in the same without the prior written consent of the CLIENTS thereto (except with respect to 1099 Employees that routinely work with CONSULTANT and are billed out at fee schedule rates); however such consent shall not be unreasonably withheld. While the completion of all obligations under this SERVICES AGREEMENT will remain the responsibility of the CONSULTANT, the CLIENTS hereby grant its consent to CONSULTANT to subcontract with specialty firms and/or 1099 Employees if needed at the discretion of the CONSULTANT. Should any outside service firms be solicited by CONSULTANT on behalf of CLIENTS, which services are to be paid for directly by CLIENTS, then CONSULTANT shall have prior written approval of CLIENTS.

If CLIENTS do not make payments in full to CONSULTANT, as specified in the Method of Compensation in the payment schedule, CONSULTANT may suspend services on the basis of non-performance on the part of CLIENTS. When such payments are restored CONSULTANT will continue services.

ITEM E - FEE STRUCTURE: The following unit rate fee structure will be applicable for services under Sections II. and III. of Item B, and if the QCIC NET Board requests a change order during the contract. No additional work or costs shall occur without prior written approval. Both CLIENTS and CONSULTANT agree the Discounted Rates only apply for work performed for CLIENTS, but the Standard Rates will apply for work associated with third parties.

Project Rate Schedule*(Including If Additional Services are requested beyond Scope of Work Described)

Description (Note: 5% Increase to Hourly Rates for Each Additional New Calendar Yr. Period If Applicable; Adjusted fees for future years rounded to nearest whole dollar)	2015 Standard Hr. Rates	2015 QCIC NET Discounted Hr. Rates
Field Assistant (Local Hire)	\$61.00	\$43.00
Clerical, Word Processing, Data Entry	\$63.00	\$44.00
Administrative Support/Assistant, Accounting Support	\$67.00	\$47.00
Design Assistant (\$52.00 - \$59.00 D.O.E.)	\$71.00	\$50.00
Drafter, CAD Operator, Drafting Personnel (Conventional)	\$74.00	\$52.00
Junior Survey Technician, Office Supervisor	\$80.00	\$56.00
Construction Observer, Assist. Resident, General Supervisor, Assist. Proj. Mgr.	\$84.00	\$59.00
CAD Records, Drafting Supervisor (Lead Draftsman)	\$86.00	\$60.00
C.P.R. / C.P.E. Field Inventory	\$88.00	\$62.00
<u>The following are Not a P.E./Engineer:</u> Resident Construction Observer, Network Designer, Field Staking, Proj. Coordinator, Planning/Design-OSP & CO, Engineering Mgr., Proj. Mgr.	\$92.00	\$64.00
Survey Technician, GPS Field Technician with Equipment, GIS Analyst	\$95.00	\$67.00
Licensed Surveyor, Associate Planner, Senior Survey Technician	\$98.00	\$69.00
Senior Licensed Surveyor	\$100.00	\$70.00



Technician, Specialist I, Senior Drafter	\$103.00	\$72.00
Specialist II, Project Representative, Planner	\$105.00	\$74.00
Specialist III, Senior Project Representative, Engineer	\$116.00	\$81.00
Chief of Survey, Senior Licensed Engineer	\$121.00	\$85.00
Programmer/Analyst, Senior Specialist, Senior Designer, Technical Manager, EIT	\$126.00	\$88.00
Senior Programmer/Analyst	\$131.00	\$92.00
Management Consultant, Project Manager, Construction Manager, Engineer	\$137.00	\$96.00
Utilities Engineer Specialist, Senior Technical Manager	\$142.00	\$99.00
Senior Planner, Senior Project Manager, Senior Management Consultant	\$147.00	\$103.00
Professional Engineer	\$158.00	\$111.00
Senior Equipment Specialty Engineer, Professional Engineer-of-Record	\$168.00	\$118.00
E911, Public Safety and /Consultant, Principal	\$179.00	\$125.00
Expert Witness (Quoted Separately)	Quoted Sep.	Quoted Sep.
Travel Time (80% of Applicable Rate Rounded to Nearest Whole Dollar)	80% of Rate	80% of Rate
Construction Observation Personnel Per Diem (Not a P.E./Engineer Representative)	\$158.00/Day	\$158.00/Day

* These rates apply to all projects executed and billed on a standard time and material basis. These rates do not include prevailing wages or sales tax adjustments. Project related expenses chargeable to the CLIENTS include, but may not be limited to travel and living expenses for all personnel required to be away from the office in connection with the work including but not limited to meals and lodging; car rental; equipment rental; telephone charges; postage and shipping costs of samples and other materials and documents; job expendable materials and supplies; printing; reproduction; electronic data processing; and the use of CONSULTANT's and its employees' and its sub-consultant's and 1099 independent contractor vehicles. Mileage is charged at the maximum allowed under U.S. IRS allowances in effect at the time. Overtime rates of 1.5 times normal rates apply to non-exempt employees for projects requiring overtime. The services of outside consultants, 1099 independent contractors, specialists, materials and out of pocket expenses, as well as the per diem rate in the Project Rate Schedule is charged at cost plus ten percent (10%). Labor for 1099 independent contractors will be billed at the applicable charge rate listed above for the appropriate position and job performed. Standard billing terms and conditions apply. CLIENTS agrees by executing this SERVICES AGREEMENT that the extent of liability of CONSULTANT and its employees, officers, agents, and other representatives is limited to the maximum amount of fees actually billed and collected.

ITEM F - Termination

Either party, for cause, may terminate this SERVICES AGREEMENT, at any time, by giving sixty (60) days' notice in writing. If this SERVICES AGREEMENT is terminated, CONSULTANT shall be compensated for work actually performed up to the date of termination, and for expenses incurred in anticipation of the completion of the applicable tasks up to the date of notice of the termination. CLIENTS' data will be returned in format addressed elsewhere in this SERVICES AGREEMENT.

Notice of termination shall be given by the terminating party by mailing via certified mail, a signed return receipt requested, to the principal office of the other, said notice. The date of notification of termination shall be the date of the signed return receipt of said notification.

If the CONSULTANT fails to perform the services specified in this SERVICES AGREEMENT or any extension or if the CONSULTANT fails to comply with any other provisions of this SERVICES AGREEMENT, the CLIENTS may terminate this SERVICES AGREEMENT for default. In the case of a breach or default, CLIENTS will issue a notice of default and allow the CONSULTANT a minimum of sixty (60) working days in which to cure the defect. In such case, the notice of default will state the time period in which cure is permitted and other appropriate conditions. If after sixty (60) working days or the allowed time, the breach or default is not cured, the CLIENTS shall terminate by delivering to the CONSULTANT a Notice of Termination specifying the nature of the default and pay CONSULTANT within 60 days of said Notice of Termination for services performed satisfactory up to and including the effective date of termination as documented. If, after notice of termination of this SERVICES AGREEMENT under the provisions of this clause, it is determined for any reason that the CONSULTANT was not



in default under the provisions of this SERVICES AGREEMENT, or that the default was excusable or not the fault of the CONSULTANT under the provisions of this SERVICES AGREEMENT, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to termination for convenience of the CLIENTS. Both CLIENTS and CONSULTANT agree to sincerely attempt resolution of payments owed for services performed by CONSULTANT that are in dispute by CLIENTS. The rights and remedies of the CLIENTS and CONSULTANT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law for payments in dispute or any other provisions of this SERVICES AGREEMENT.

ITEM G - Property

All documents produced specifically related to the PROJECT under this SERVICES AGREEMENT shall become the property of the CLIENTS upon termination of the PROJECT, with the exception of any proprietary and/or confidential information of the CONSULTANT. These documents were produced for purpose of the specific PROJECT described and may not be sold or used by CLIENTS for compensation or use on other projects. The CONSULTANT is entitled to permanently retain appropriate copies of all project documents for reference purposes. Any and all boiler plate and industry standard specifications, bidding documents, contracts, information, fee schedules, rates, costs, estimates, graphics, advertisements or any other documents produced or provided by the CONSULTANT for the PROJECT, including CIPRAD and its' features, are the property of the CONSULTANT and may be used on other projects and for other purposes by the CONSULTANT so long as specific reference to the CLIENTS and CLIENTS' PROJECT are removed unless written approval is granted by the CLIENTS.

ITEM H - Independent Contractor

It is specifically agreed and understood that CONSULTANT is an independent contractor as that term is legally defined. The duties and responsibilities of CONSULTANT are those contained in this SERVICES AGREEMENT, together with attachments referenced herein. Otherwise, CONSULTANT shall be free of any control of CLIENTS insofar as days and hours of work, and methods and procedures utilized to accomplish the net results set forth in this SERVICES AGREEMENT. CONSULTANT alone shall hire, fire, direct, supervise, and compensate its employees.

ITEM I - CLIENTS'S RESPONSIBILITIES

CLIENTS shall:

Upon request from CONSULTANT, provide all criteria and full information as to CLIENTS'S requirements for the PROJECT, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; any budgetary limitations; and furnish copies of all design and construction standards which CLIENTS will require to be included in any drawings and specifications if applicable.

Upon identification by CONSULTANT and approval by CLIENTS of the necessity and scope of information required, furnish CONSULTANT and assist in obtaining from third parties if necessary information at no cost to CONSULTANT the data, reports, surveys, studies, maps, and other materials and information required for this project, all of which CONSULTANT may rely upon in performing his services.

Acquire all real estate interests and/or provide right-of-entry to all property necessary for CONSULTANT to perform required services. CLIENTS will be responsible for any and all fees in obtaining any necessary right-of-ways, easements, pole attachment permits and application costs, trench and conduit fees and application costs, legal costs, and all other costs associated with the PROJECT normally the responsibility of the CLIENTS.



Examine all studies, reports, sketches, and opinions of the PROJECT costs, specifications, drawings, proposals, recommendations, reports and other documents presented by CONSULTANT, and promptly render in writing or state publically at a meeting in which a record of minutes is taken and can be relied upon the decisions pertaining thereto within a reasonable period of time but not to be so delayed on the part of CLIENTS as to prohibit or create undue hardship upon CONSULTANT in responding.

Designate and properly document a person to act as CLIENTS' DESIGNATED REPRESENTATIVE with respect to the services to be rendered under this SERVICES AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENTS' policies and decisions with respect to material, equipment, and systems pertinent to CONSULTANT'S services and bind CLIENTS with respect to these items.

Give prompt written notice to CONSULTANT whenever CLIENTS observe or otherwise become aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work products or performance of CONSULTANT for which CLIENTS shall consider CONSULTANT to be responsible.

Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from others as may be necessary for completion of the PROJECT. CLIENTS shall bear all costs incident to compliance with the requirements of this item.

CLIENTS will provide use of a desk and/or table space; use of meeting room facilities; use of copiers, fax machine, LCD or other overhead projectors, etc. for on-site meetings in carrying out QCIC NET business at no cost to CGC.

In order to be able to represent standing in conducting QCIC NET business, CGC will be recognized/titled QCIC NET Network Manager and can have business cards, letterhead, and representation as such in communications as long as the SECC and/or RICO 911 ETSB keeps CGC in that role or until further modified. In this role, CGC will be able to negotiate preliminary provisions for the QCIC NET, but does not have final approval, signing authority, nor can legally bind the CLIENTS to any obligations, terms or conditions.

When performing the requested services, CONSULTANT may need to enter into Non-Disclosure or similar SERVICES AGREEMENTs (NDA) with third parties for the collection and sharing of information and CLIENTS acknowledges such need. Unless the CLIENTS become a party to the NDA, the only obligation between the CONSULTANT and CLIENTS is disclosure that such an NDA between the CONSULTANT and third parties exists unless other demands or requirements are compelled by law.

ITEM J - EXTENT of SERVICES AGREEMENT

This SERVICES AGREEMENT represents the entire and integrated agreement between CLIENTS and CONSULTANT and supersedes all prior negotiations, representations, or SERVICES AGREEMENTs, either written or oral.

ITEM K - GOVERNING LAW

The parties hereby expressly acknowledge and agree that this SERVICES AGREEMENT is entered into in the State of Illinois and, to the extent permitted by law; the SERVICES AGREEMENT shall be construed and enforced according to the laws of the State of Illinois.



IN WITNESS WHEREOF, each of the parties hereto has caused this SERVICES AGREEMENT to be executed and delivered on this, the day of, _____, 2015.

Emergency Telephone System Board of Rock Island County

By: _____
 Title: _____
 Date: _____

Consulting Gateway Corporation

By: _____
 Title: President
 Date: _____

Scott County Emergency Communications Center

By: _____
 Title: _____
 Date: _____

Attached: SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

DRAFT



SERVICES AGREEMENT GENERAL TERMS and CONDITIONS

1. CONSULTANT will make every effort to substantially complete assigned tasks and submission of the corresponding deliverables by an agreed upon scheduled completion date between the CLIENTS and CONSULTANT. CLIENTS agree to compensate CONSULTANT monthly during the term of the contract based upon the agreed upon schedule and upon satisfaction that substantial progress has been made and responsibilities have been met by CONSULTANT. While CONSULTANT will make every reasonable effort to complete the tasks by the agreed upon date, because some tasks are dependent upon completion of other tasks and because this project is a defined fee compensation method of payment, in the event the CONSULTANT fails to substantially complete a task by the Completion Date, the CLIENTS may withhold payment to the CONSULTANT for that particular task for the same period of time it took for the CONSULTANT to substantially complete the task. In other words, if the task is substantially completed 2 weeks after the agreed upon established scheduled Preliminary Completion Date, the CLIENTS may extend the payment due date 2 weeks beyond the scheduled due date. CLIENTS also acknowledges that while the CONSULTANT team cannot make any assurances of meeting a predetermined timeline, the CONSULTANT team will make every effort to adhere to the proposed schedule, for some aspects of the assignments may be beyond the control of the consultants such as timing of receipt of requested information, unknown field conditions, and specific initiatives that come up unexpectedly.
2. In order to document agreed upon assigned tasks, timelines, deliverables and changes and/or modifications to instructions and service requests, a monthly progress report will be prepared, updated, signed and exchanged between the CLIENTS representatives and CONSULTANT. In the event there is a disagreement surrounding assigned tasks, timelines, deliverables and changes and/or modifications to instructions and service requests, the CONSULTANT and CLIENTS representatives shall be given the opportunity to present support of a position to the Governing Board of the QCIC NET for determination of action to be taken. In the extreme and unlikely event CONSULTANT and/or CLIENTS cannot still resolve any disagreement, either party may exercise the termination provisions of this SERVICES AGREEMENT in addition to reaching agreed upon payment of fees owed to CONSULTANT and deliverables to CLIENTS. Upon notice of intent to terminate the SERVICES AGREEMENT, CONSULTANT will submit within 30 days an invoice for the balance due on the contract remaining or work performed. These provisions are not intended to, nor will they limit any and all legal recourse either party is entitled to pursue to mitigate and/or resolve disagreements or discrepancies related to services and provisions of this SERVICES AGREEMENT.
3. Monthly Invoices will be prepared and submitted by CONSULTANT during the first fifteen (15) days of the following month detailing work performed that allow the CLIENTS to determine satisfactory progress was made and responsibilities have been met by CONSULTANT, along with fees due. The invoices shall contain a descriptive summary explanation on work performed under the flat monthly user fee basis and by individual, date, brief description, and hourly units for negotiations and network management services, as well as other engineering and consulting services. While the complete requested scope of work and services of CONSULTANT may vary at the instruction of the CLIENTS representatives, the breakdown of defined fees under Section I. will not exceed the total agreed upon amount without prior written approval by the CLIENTS. CLIENTS shall pay invoices of CONSULTANT within thirty (30) days receipt of CONSULTANT'S invoice. If the CLIENTS does not approve the invoice/progress report and status of services completed at that time, it will notify the CONSULTANT promptly in writing as to the reasons and CONSULTANT shall take steps, within reason, to address the concerns of CLIENTS.
4. Direct Expenses: This is a defined fee contract for ***I. CONSULTANT'S Services for Development & Maintenance of Network Management Software***, and hourly rate fees identified under ***II. Represent the QCIC NET Governing Board in Network Use Negotiations and Network Management*** and ***III. Other Engineering and Consulting***



Services. Since only the minimum required general management and related consulting upfront costs are addressed under the fees of the SERVICES AGREEMENT to be paid by the CLIENTS, for negotiations and services under **II. Represent the QCIC NET Governing Board in Network Use Negotiations and Network Management**, it is proposed to recover individual initiative and specific task consulting costs through revenue, fees, dues, billing for services, user charges or any other reasonable and appropriate method of funding negotiated or built-in as a requirement and condition of the individual initiative or specific task consulting services. CONSULTANT will prepare the invoice amounts and submit them through the SECC and/or RICO 911 ETSB who will receive payment from the party(s) associated with the individual initiatives and then reimburse/pay CONSULTANT after receiving payment. CONSULTANT rates, overhead costs and other reimbursement or compensation has been agreed to using fees under ITEM E of the SERVICES AGREEMENT. In the event fees for needed services are not addressed under ITEM E, the CONSULTANT and CLIENTS will negotiate in good faith to arrive at agreed upon fees.

5. The CONSULTANT'S services shall begin within 15 days of the last date of execution (Notice to Proceed) of this SERVICES AGREEMENT and upon receipt by CONSULTANT of the agreed upon initial payment.
6. CONSULTANT shall prepare studies, estimates, and reports in accordance with generally accepted consulting and planning practices, and makes no other warranty, either expressed or implied, as part of this SERVICES AGREEMENT. Since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable cost, fees, charges, rates or any other cost or expenses provided for herein or addressed in reports, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as a qualified professional Consultant familiar with the engineering, consulting and construction industries; but CONSULTANT cannot and does not guarantee that proposals, bids, construction costs, fees, charges, rates or any other cost or expenses will not vary from opinions of probable amount prepared by CONSULTANT. If CLIENTS wishes greater assurance as to the probable cost or expenses, CLIENTS shall employ an independent cost estimator.
7. CLIENTS and CONSULTANT each bind themselves and their partners, administrators, and assigns to the other party of the SERVICES AGREEMENT, and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this SERVICES AGREEMENT. Neither CLIENTS nor CONSULTANT shall assign, sublet, or transfer his interest in this SERVICES AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.
8. CONSULTANT, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this SERVICES AGREEMENT. Such personnel shall not be employees of CLIENTS, nor shall they have any contractual relationship with CLIENTS.
9. CONSULTANT shall secure and maintain for the life of this SERVICES AGREEMENT all insurance(s) as may be required by law. At a minimum, CONSULTANT shall maintain \$1,000,000 general liability coverage and \$1,000,000 professional liability coverage and shall provide CLIENTS evidence of such coverage upon request.
10. CLIENTS agrees that the aggregate limit of all liability of CONSULTANT and its employees, officers, agents, and other representatives for all matters pertaining to this SERVICES AGREEMENT and their performance hereunder shall be the maximum amount of fees actually billed and collected except for damages resulting from any



intentional or willful and wanton conduct by Consultant or its employees, officers, agents, and other representatives.

11. Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, acts of government in its sovereign capacity, wars, revolution, civil commotion, acts of public enemy, embargo, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (“Cause”). If any such Cause occurs, the Party delayed or unable to perform, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such Cause. The other party shall likewise be excused from performance of its obligations on a day-to-day basis during same period. However, the party so affected shall use its best reasonable efforts to avoid or remove such Cause, and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease.
12. As part of fulfilling obligations under the SERVICES AGREEMENT and because of dealing with third parties in business transactions, the Parties may need to exchange the preparation and submittal of communications, e-mails, presentations, calculations, cost data, proposals and responses, names and data, maps, calculations, pictures, company and product names, and other certain confidential and/or proprietary data (hereinafter referred to as “Information”) that is identified as such that may be sensitive to protect the interest of the Parties involved including other third parties. Therefore, the Parties agree not to disclose to others any confidential and/or proprietary Information, except as may be specifically authorized in writing by the party supplying the Information or as required under local government public document availability and access laws sometimes referred to as “sunshine laws”. All Parties agree to do all things reasonably necessary to prevent any employees, representatives, and agents from disclosing any such Information to third persons.

The Parties further agree:

To only use any confidential and/or proprietary Information disclosed to each other solely for the purpose of meeting obligations under the SERVICES AGREEMENT including, but limited to investigating and discussing a business relationship and/or negotiate a business transaction with third parties.

The Information will be kept confidential by the Parties to the extent permitted by law; provided, however, that the Parties may disclose the Information or portions thereof to those of its team members, contracted support personnel (to CONSULTANT and/or CLIENTS), directors, officers, employees, candidates for employment and advisors and representatives of its advisors (the persons to whom such disclosure is permissible being collectively called “Representatives”) who need to know such Information for the purpose of evaluating a possible business transaction (it being understood that prior to the disclosure of any such Information, those Representatives will be informed of the confidential and/or proprietary nature of the Information and will agree to be bound by these terms and conditions to the extent permitted by law and shall be directed not to disclose the Information to any other person). The Parties acknowledge that support services may include offshore (international) companies and that reasonable efforts will be taken to maintain control and confidentiality over the Information in accordance with such typical arrangements.

In the event that the Parties are requested or required (by oral questions, interrogatories, or documents subpoenas, right to public information, civil investigative demands or similar processes) to disclose any Information supplied to it in the course of its dealings with the other party, it is agreed that the Parties will (i) provide the other party with prompt notice of such request(s) and the documents requested so that the other party may seek an appropriate protective order and/or waive its compliance with the provisions of this



agreement, and (ii) consult with the other party and, at its request, take all reasonable steps to resist or narrow such request and cooperate in the other party's effort to obtain a protective order or other reasonable assurance that confidential treatment will be given to the Information.

On termination or expiration of the SERVICES AGREEMENT, the Parties shall surrender to each other all originals and all copies of such Information that is requested to be returned that is in the others possession or in the possession of its Representatives.

The Parties agree that the confidential and/or proprietary Information shall not include any Information that:

1. Is already known to one party about the other party or Project.
2. Is or becomes publicly known through no wrongful act by either party or use or by the party's respective employees, representatives, or agents.
3. Becomes generally available to and known by the public (other than as a result of disclosure directly nor indirectly by the Parties or their Representatives).
4. Becomes available to a party on a non-confidential basis from a source other than the other party, its employees or its advisors, provided that such source is not and was not bound by a confidentiality agreement with, or other obligation of secrecy to the other party or its affiliates.
5. Has already been independently acquired or developed by one party without violating any confidentiality agreement with or obligation of secrecy to the other party or its affiliates.
6. Is approved for release by us for a party's own company by written authorization from an authorized representative of such company.

13. The CLIENTS are not obtaining any license or ownership rights to CIPRAD other than the specific usage rights set forth in the SERVICES AGREEMENT. CIPRAD will remain the property of CONSULTANT and CLIENTS shall not copy, distribute, share or reverse engineer any aspects of CIPRAD.

R E S O L U T I O N

SCOTT COUNTY EMERGENCY COMMUNICATIONS CENTER BOARD

April 16, 2015

A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT AND LABOR TO ADD REMOTE FUEL MONITORING TO THE EMERGENCY BACK-UP GENERATORS FROM CUMMINS CENTRAL POWER AND DAVENPORT ELECTRIC CONTRACTING COMPANY IN THE TOTAL AMOUNT OF \$9,611.67.

BE IT RESOLVED BY the Scott Emergency Communications Center Board as follows:

- Section 1. That the purchase of remote fuel sensing equipment and installation from Cummins Central Power in the amount of \$8,126.67 is hereby approved and awarded.
- Section 2. That the purchase of electrical installation labor for the above equipment from Davenport Electric Contracting Company in the amount of \$1,485.00 is hereby approved and awarded.
- Section 3. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



April 1, 2015

To: Denise Pavlik
Director, Scott Emergency Communications Center

From: Dave Donovan, Director
Facility and Support Services

Subj: Generator Fuel indicator

I have proposals from your current emergency generator contractor and a local electrical contractor to add remote fuel sensing capability to both emergency back-up generators at your main facility.

Currently, we cannot accurately assess fuel levels without going to the generators and reading a manual gauge and/or (for complete accuracy) sticking the fuel tanks with a fuel stick and doing a calculation. We check the gauges and stick the tanks on a regular basis as a preventive maintenance item. That works fine for ensuring that fuel levels are maintained in a state of readiness. However, in the event of an extended power outage, we would like the ability to remotely monitor fuel levels and usage rates, to ensure that, if necessary, we can proactively refuel both units.

The first proposal is from Cummins Central Power for the fuel sensing devices and network cards along with installation in the tanks, in the amount of \$8,126.67. The second proposal is from Davenport Electric Contracting Company for the wiring to connect the devices into the generator control panels and a network card, in the amount of \$1,485.00. I recommend that the SECC Board approve this expenditure at their next regular Board meeting. I will attend that meeting to answer any questions the Board may have.

CC: FSS Management Team

#Name



davenport electric
contract company

PROPOSAL SUBMITTED TO Scott County Facility and Support Services			PHONE (563) 275-0140	DATE 30-Mar-15
STREET 600 West 4th St.			JOB NAME 911 Generator Control Wires	
CITY Davenport	STATE IA	ZIP CODE 52801	JOB LOCATION 1100 E.46th St. Davenport	
ATTENTION Chris Still	Email Address chris.still@scottcountyiowa.com		EST # 15-6442	FAX NUMBER

We hereby submit specifications and estimates for:

- 1) Provide and install 3/4" GRC conduit between the 2 generators.
- 2) Provide and install 2 (1 per generator) 4 conductor, #18 shielded cables from generator controls inside building to generator via existing empty 1 1/4" PVC conduit.
- 3) Terminations by others.
- 4) All work to be completed during normal working hours of 7:00am-3:30pm Monday-Friday.

We Propose hereby to furnish material and labor--complete in accordance with above specifications, for the sum of.

One Thousand Four Hundred Eighty-five & 00/100----- dollars \$1,485.00

Payment to be made as follows. Net 30 days.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. SERVICE or FINANCE CHARGES are applicable on past due accounts at the rate of 1-1/2% per month on amounts 30 days past due, which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Such charges are shown as "SERVICE CHARGE". There is no SERVICE CHARGE if accounts are paid within 30 days of the end of the month in which purchases are made.

Authorized Signature Darrin Plett, Est.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above

Signature _____

Signature _____

Date of Acceptance _____

Quotation

CUMMINS CENTRAL POWER
7820 42nd. St. W.
Rock Island IL 61201 United States
Direct: (309)787-4300
March 18, 2015

Project Name: Scott County 911 Center Fuel Level Sensor

Quotation: 489086

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
Fuel Level	Sensor with 4-20ma Output (Includes labor to install sensors)	2
PLC	Analog Input Card	1
PLC	Programming	1
Touchscreen	Programming	1
Grand Total		\$8,126.67

Please note:

This will require a 4 conductor shielded cable from each generator to the Cummins Master Control. This is not included in our proposal. This would need to be provided and installed by an electrical contractor.

NOTES

Price does NOT include sales tax.

This quotation is valid for a firm; written order for the equipment described herein and is valid for 30 days from the original date of quotation.

TERMS AND CONDITIONS

Generators, transfer switches and switchgear will be invoiced at the time of shipment. Orders are subject to the Cummins Power Generation (factory) cancellation policy. The exact dollar value of the cancellation charge will be determined after Cummins Central Power cancellation cost is determined. A written notice of cancellation is required.

Payment terms are net 30 days from the date of invoice and are subject to the approval of our credit department at the time an order is placed. Cummins Central Power does not approve or acknowledge any other terms without express written confirmation.

Customers without an approved open account are responsible for paying 1/3 down at time of order, with balance being due upon equipment delivery.

In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after start up of equipment provided by Cummins Central Power is completed. Retainage balances not paid within 30 days after start up is completed will be accessed a service charge rate equal to 1.5% per month on any outstanding balance.

If you have any questions, please do not hesitate to give us a call.

Accepted by:

Company Representative

Date

Submitted by

Linda Thompson , Project Manager
linda.m.thompson@cummins.com
Fax: (309)787-4397