QLife Network

QualityLife Intergovernmental Agency

AGENDA

QLife Regular Board Meeting

Thursday, October 4, 2012, Noon The Dalles City Hall, 313 Court Street 2nd Floor Conference Room

- Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Approval of August 16, 2012 QLife Regular Board Meeting Minutes
- 5. Financial Reports
 - a. August Financial Reports
 - b. List of Disbursements since Last Meeting
- Discussion Items
 - Presentation on Sherman County Wi Fi
 - b. Robotics Scholarship/Grant
 - c. Other Scholarship funds
 - d. Participation in Wi Fi Expansion
- Action Items
 - a. Approval of IGA for Strategic Plan
- 8. Reports
- Redundancy/Bisector Project Update Memo from Erik Orton
- b. RFP response to state for Strategic Plan Mobley
- Aristo Operational Management Report John Amery
- Next Meeting Dates:
 - a. Regular Board Meeting November 15, 2012 Noon
- 10. Adjourn

QLife Network

QualityLife Intergovernmental Agency

MINUTES

QLife Regular Board Meeting

Thursday August 16, 2012, Noon The Dalles City Hall, 313 Court Street 2nd Floor Conference Room

Call to Order

The meeting was called to order by Secretary/Treasurer Erick Larson at 12:08p.m.

Roll Call

In attendance: Erick Larson, Dan Spatz, Brian Ahier Staff: Nolan Young, Izetta Grossman, Erik Orton, John Amery, Garrett Chrostek Absent: Dan Ericksen, Scott Hege

Approval of Agenda

It was moved by Spatz and seconded by Ahier to approve the agenda as presented. Motion passed unanimously, 2 absent.

Approval of July 19, 2012 QLife Regular Board Meeting Minutes

It was moved by Ahier and seconded by Spatz to approve the minutes of the July 19, 2012 Board Meeting as submitted. Motion passed unanimously, 2 absent.

Hege arrived at 12:11 p.m. - Larson turned the meeting over to him

Financial Reports

Young reviewed the July financial reports stating that the unaudited Beginning Fund Balance was \$16,000 more than was budgeted in the Operating Fund. The Beginning Fund Balance in the Capital Fund is 95% of budget; we spent a little more on the Bisector project than was projected.

Discussion Items

Potential expansion of Public Wi Fi System Young informed the Board that Google had indicated a willingness to provide funds to the City to expand the Public Wi Fi system, if we could move quickly this calendar year. John Amery is providing QLife estimates and Gorge.net is providing hardward and installation estimates. Young reported the City Council had listed as the #1 priority expansion to the Discovery Center as currently they had T1 service which is limiting their ability to offer telecom meetings and educational revenue generating seminars and events. Other areas were Sorosis Park, Kramer ball fields, Up Webber to 10th Street, 6th Street from Webber including Amory site to Home Depot; Riverfront Park, Riverfront Trail at Google. Young asked for consensus of the Qlife board to use QLife fiber to extend the Wi Fi project. It was the concensus of the board to do so. Ahier asked if Google had given a dollar figure, Young replied that they were waiting for estimates.

Reports

Redundancy/Bisector Project Update Orton reported that the underground work was complete and he was doing a punch list after the meeting. He reporting he was working on the splicing schematics. Amery estimated that the completion date would be by October 31, 2012. They felt that interruption of service would be minimal, however, notifications were required. The work was estimated to take two weekends, with a third scheduled as an in case measure.

Aristo Operational Management Report Amery reported he was still working on the easement to the NorCor property (a gate access) to access equipment. Amery also reported that they will do another audit of the trouble spots in November. Currently there have been no further issues. Orton reported that he had spoken with the manufacturer and it was thought that the central

core damage was caused by vibration, wind. If it is secured the issue should be nonexistent. Long term if issues continue replacement of the fiber in that section could be needed.

RFP response to state for Strategic Plan – Mobley reported that he was working with Garrett Chrostek (the Administrative Fellow for the City of The Dalles) on the grant for strategic planning through the Oregon Economic Development Department. Mobley reported that the Warm Springs Tribe was anxious to work with us on this grant and strategic plan. Net City will be doing most of the work on the plan with input from co-conveners. The board brainstormed representatives from each of the various areas. This document had a deadline of September 15, 2012. With Board approval Mobley would share the Project Response form with Warm Springs and the PGE to get them onboard.

Next Meeting Dates:

a. Regular Board Meeting September 27, 2012 Noon October meeting 10/25/12 Noon

Adjourn

Being no further business the meeting was adjourned at 1:04 p.m.

Respectfully submitted: Izetta Grossman, Recording Secretary
Attested:
Erick Larson, Secretary/Treasurer

TO: Olife Board

Nolan Young, City Manager

FR: Kate Mast, Finance Director

RE: Financial Report for QLIFE - August 2012

BANKING:

QLife monies are deposited into a separate bank checking account. We opened a Money Market Account in December 2008 that we transfer excess funds into when possible to earn interest.

The information below is a comparison of budget to actual revenues and expenditures for the month just ended by fund. This information is not audited, but is reviewed by the Finance Department for clarity and budget compliance.

17% of the year has passed.

Each fund exceptions narrative has four possible paragraphs; 1 - is the beginning balance, 2 - is new revenues, 3 - is expenditures and 4 - if present, is budget changes.

Operations (600):

BUDGET COMPARISONS

	July 1, 201	2 to August 31,	2012	
	Budget	Actual	Percentage	
Beginning Balance	\$ 50,438	\$ 66,855	132.5%	* see below
Revenues	\$ 569,100	\$ 83,689	14.7%	
Expenditures	\$ 303,694	\$ 8,703	2.9%	
Transfers to Capital/Debt Fund	\$ 315,844	\$ 57,426	18.2%	

Cash at Month End \$ 46,077.39

Exceptions:

- 1) <u>Beginning Balance</u>: * The Beginning Balance figures used here are estimated and have NOT been audited.
- 2) Revenues:
- 3) Expenditures:
- 4) <u>Budget Changes</u>: No budget changes have been made to this fund this fiscal year.

CAPITAL (601):

BUDGET COMPARISONS

	July 1, 201	2 to August 31, 2	<u> 2012 </u>	
	Budget	Actual	Percentage	
Beginning Balance	\$ 219,124	\$ 212,660	97.0%	* see below
Transfers In	\$ 315,844	\$ 57,426	18.2%	
Revenues	\$ 82,500	\$ 0	0.0%	
M&S / Capital Outlay / Other	\$ 367,684	\$ 4,153	.3%	
Debt Expenditures	\$ 249,784	\$ 34,482	0.0%	

Cash at Month End \$ 235,670.34

Exceptions:

- 1) <u>Beginning Balance</u>: * The Beginning Balance figures used here are estimated and have NOT been audited.
- 2) Revenues:
- 3) Expenditures:
- 4) Budget Changes: No budget changes have been made to this fund this fiscal year.

City of The Dalles REVENUE REPORT	
KEPARED 09/05/2012, 12:39:38 KOGRAM: GM259L	

ο	09/05/2012, 12:39:38 GM259L		City of The Dalles REVENUE REPORT 17% OF YEAR LAPSED	City of The Dalles REVENUE REPORT 17% OF YEAR LAPSED	11es RT PSED			ACCOUNTING P	PAGE 1
City of The	The Dalles								
600 COUNT	QUALITYLIFE AGENCY FUND ACCOUNT DESCRIPTION	******* ESTIMATED	CURRENT ************************************	**** %REV	***** YEAL	****** YEAR-TO-DATE ******* BSTIMATED ACTUAL \$REV	** ********************************	ANNUAL	UNREALIZED BALANCE
000	BEGINNING BALANCE			! ! ! !	1 1 1 1 1 1 1 1 1 1 0 0 0	 	1] 1 1 1 1 1 1 1 1 1 1 1 1 1	
00 00		4,203	27.32	+	8,406	66,855.23	795	50,438	16,417.23-
300 **		4,203	27.32	H	8,406	66,855.23	795	50,438	16,417.23-
*** 008	BEGINNING BALANCE	4,203	27.32		8,406	66,855.23		50,438	16,417.23-
340 344 10 00 15 00 20 00	CHARGES FOR SERVICES UTILITY SERVICES UTILITY SERVICE CHARGES LSN CEDITS CONNECT CHARGES	43,862 0 187	41,825.00 .00	95	87,724 0 374	83,650.00 00.	ช เช	526,350 0 2,250	442,700.00
344 **	UTILITY SERVICES	44,049	41,825.00	95	88,098	83,650.00	មា	528,600	444,950.00
340 ***	CHARGES FOR SERVICES	44,049	41,825.00		88,098	83,650.00		528,600	444,950.00
360 361 00 00	OTHER REVENUES INTEREST REVENUES INTEREST REVENUES	41	19.39	47	82	38.78	47	500	461.22
361 **	INTEREST REVENUES	41	19.39	47	82	38.78	47	500	461.22
369 00 00 20 00	OTHER MISC REVENUES OTHER MISC REVENUES E-RATE REIMBURSEMENT	3,333	00.		999'9	000		0 00,00	40,000.00
369 **	OTHER MISC REVENUES	3,333	00.		999'9	00.		40,000	40,000.00
360 ***	OTHER REVENUES	3,374	19.39		6,748	38.78		40,500	40,461.22
392 392 00 00	OTHER FINANCING SOURCES SALE OF FIXED ASSETS SALE OF FIXED ASSETS	0	00.		0	00.		O	00.
392 **	SALE OF FIXED ASSETS	0	00.		0	00.		0	00.
*** 068	OTHER FINANCING SOURCES	0	00.		0	00.		0	00.
FUND TOTAL	TOTAL QUALITYLIFE AGENCY FUND	51,626	41,871.71		103,252	150,544.01		619,538	468,993.99

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OTHER SERVICES	0	00.	0	0	00.	• 0	00	2	00.000	o c
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ENGINEERING SERVICES	1000	3421.25	342	2000	3421.25	171	00	12000	8578.75	70
NETWORK SYSTEM MANAGEMENT	5333	00.	0	10666	00.	0	00.	64000	64000.00	0
SPECIAL STUDIES & REPORTS	0	00.	0	0	00.		00.	0	00.	0
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RIGHT OF WAY FEES	1315	1254.75	ខា	2630	1254.75	48	00.	15790	14535.25	. σο
ASSETS <\$5000	208		0	416	00.	0	00.	2500	2500.00	0
MATERIALS & SERVICES	16547	6670.09	40	33094	8702.60	26	00.	198694	189991.40	41
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CAPITAL OUTLAY	1666	8.6	00	3332			000	20000	20000-00	o
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DEPRECIATION EXPENSE OTHER	00	8.8	00	00	00.	00	000	00	00.	00
FINANCIAL OPERATIONS	18213	6670		36426		, 2	2	,		•
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EXPENSE-ACCOUNT	18213	60.0799	37	36426	8702.60	24	00.	218694	209991.40	4

DETAIL BUDGET REPORT BY CATEGORY 17% OF YEAR LAPSED

PAGE 3 ACCOUNTING PERIOD 02/2013

BDGT 4 209991.40 209991.40 UNENCUMB. BALANCE ANNUAL 218694 218694 DEPT/DIV 6000 QLIFE/
********CURRENT********
BUDGET ACTUAL %EXP BUDGET ACTUAL %EXP °. 0. 24 24 8702.60 8702.60 36426 36426 37 37 6670.09 6670.09 18213 18213 PREPARED 09/05/2012, 12:39:58
PROGRAM: GM267C
City of The Dalles
FUND 600 QUALITYLIFE ACCOUNT
SUB SUB DESCRIPTION 66 EXPENSE-ACCOUNT 660 FINANCIAL OPERATIONS 05 OTHER DIV 6000 TOTAL ***** 60 TOTAL ******* DEPT

PREPARED 09/05/2012, 12:39:58 PROGRAM: GM267C City of The Dalles		DETAIL B	BUDGET	BUDGET REPORT BY CATEGORY 17% OF YEAR LAPSED	CATEGORY			ACCOUNTI	PAGE 4 ACCOUNTING PERIOD 02/2013	4/2013
FUND 600 QUALITYLIFE AGENCY FUND BA ELE OBJ SUB SUB DESCRIPTION	DEP************************************	DEPT/DIV 9500 OTHER USES/ ********CURRENT******* **** BUDGET ACTUAL %EXP BUD	OTHER **** %EXP	USES/ ******** BUDGET	SES/ ***********************************	: : * : * : * : * : * : * : * : * : *	ENCUMBR.	ANNUAL U	UNENCUMB.	BDGT
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06 CONTINGENCY / UAFB	27	ć	c	, 1	ć	(ć			
	20	86.	00	0 0	00.	0	90.	4 0 0 0	45000.00	00
06 ** CONTINGENCY / UAFB	3750	00.	0	7500	00.	0	00.	45000	45000.00	0
600 ** ** FINANCIAL OPERATIONS	33403	28713.09	8	90899	57426.18	98	00.	400844	343417.82	14
60 ** ** EXPENSE-ACCOUNT	33403	28713.09	98	66806	57426.18	86	00.	400844	343417.82	14
DIV 9500 TOTAL *****	33403	28713.09	86	90899	57426.18	90	00.	400844	343417.82	14
DEPT 95 TOTAL ****** OTHER USES	33403	28713.09	9	66806	57426.18	98	00.	400844	343417.82	14
FUND 600 TOTAL ******* QUALITYLIFE AGENCY FUND	51616	35383.18	ø ø	103232	66128.78	64	00.	619538	553409.22	11

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012, 12:39:38		

PREPARED 09/05/201: PROGRAM: GM259L City of The Dalles	09/05/2012, 12:39:38 GW259L he Dalles		City of The Dalles REVENUE REPORT 17% OF YEAR LAPSED	Dalles EPORT LAPSED			ACCOUNTING P	PAGE 2 ACCOUNTING PERIOD 02/2013
FUND 601 QLIF ACCOUNT	QLIFE CAPITAL FUND ACCOUNT DESCRIPTION	**************************************	CURRENT *******		****** YEAR-TO-DATE ******* ESTIMATED ACTUAL \$REV	**************************************	ANNUAL	UNREALIZED
300	BEGINNING BALANCE							
00 00		18,260	00.	36,520	212,659.77	582	219,124	6,464.23
300 **		18,260	00.	36,520	212,659.77	582	219,124	6,464.23
300 ***	BEGINNING BALANCE	18,260	00.	36,520	212,659.77		219,124	6,464.23
330 331 90 00	INTERGOVERNMENTAL REVENUE FEDERAL REVENUES FEDERAL GRANTS-MISC	0	00.	0	00.		o	00.
331 **	FEDERAL REVENUES	0	00.	٥	00.		0	00.
330 ***	INTERGOVERNMENTAL REVENUE	0	00.	0	00.		0	00.
340 344 20 00	CHARGES FOR SERVICES UTILITY SERVICES CONNECT CHARGES	2,708	00.	5,416	00.		32,500	32,500.00
344 **	UTILITY SERVICES	2,708	00.	5,416	00.		32,500	32,500.00
340 ***	CHARGES FOR SERVICES	2,708	00.	5,416	00,		32,500	32,500.00
360 369 00 00 10 00	OTHER REVENUES OTHER MISC REVENUES OTHER MISC REVENUES ENTERPRISE ZONE PAYMENT	4,166	00.	6,332	000		50,000	50,000,03
369 **	OTHER MISC REVENUES	4,166	00.	8,332	00.		20,000	50,000.00
360 ***	OTHER REVENUES	4,166	00.	8,332	00.		50,000	50,000.00
390 391 40 00 90 01	OTHER FINANCING SOURCES OPERATING TRANSFERS IN IF PWI FROM OTHER FUNDS OLIFE OPERATING FUND	26,320	.00 28,713.09 109	9 52,640	.00	109	0 315,844	.00
391 **	OPERATING TRANSFERS IN	26,320	28,713.09 109	9 52,640	57,426.18	109	315,844	258,417.82
393 10 00	PROCEEDS- LT LIABILITIES LOAN/BOND PROCEEDS	0	00.	0	00.		0	00.
* * * * * * * * * * * * * * * * * * * *	PROCEEDS- LT LIABILITIES	0	00.	0	00.		0	00.
***	OTHER FINANCING SOURCES	26,320	28,713.09	52,640	57,426.18		315,844	258,417.82
FUND TOTAL	QLIFE CAPITAL FUND	51,454	28,713.09	102,908	270,085.95		617,468	347,382.05

PAGE 2 ACCOUNTING PERIOD 02/2013 15500.00 14843.80 86975.00 32403.67 5000.00 4000.00 189843.43 .00 .25458.24 .00 .15301.67 10000.00 4000.00 UNENCUMB. BALANCE 215444 0 34340 ANNUAL 10000 4000 18000 19500 86975 32500 5000 600.00 ENCOMBR. 000000 000.00 %EXP 000000 12000 71 0 155 0 0 .00 4056.20 .00 .00 96.33 4152.53 25600.57 .00 8881.76 800000 ACTUAL DETAIL BUDGET REPORT BY CATEGORY 17% OF YEAR LAPSED 3250 14494 5416 832 26574 1666 666 0 666 2998 BUDGET 35906 ACTUAL %EXP 143 0 310 166 000000 0081 25600.57 .00 8881.76 .00 3021.20 .00 .00 96.33 3117.53 000000 1291 1625 7247 2706 416 833 333 333 333 1499 17953 DEBT SERVICE
1 CAB PRINCIPAL PAYMENTS
1 CRB PRINCIPAL PAYMENTS
1 LOAN INTEREST PAYMENTS
2 DEBT SERVICE-FUT DEBT PAY
3 DEBT SERVICE EXPENSE-ACCOUNT FINANCIAL OPERATIONS MATERIALS & SERVICES 0 ENGINEERING SERVICES 0 CUSTOMER CONNECT COSTS 0 OTHER SERVICES 6 LINES MNINCE & SUPPLIES COMPUTER EQUIPMENT TELECOMMUNICATIONS EQUIP SECONDARY POLE MAKE READY COSTS PERMIT MATERIALS & SERVICES PREPARED 09/05/2012, 15:05:12 PROGRAM: GM267C FUND 601 QLIFE CAPITAL FUND BA ELE OBJ ACCOUNT SUB DESCRIPTION CAPITAL OUTLAY BUILDINGS PROGRAM: GM267C City of The Dalles 03 74 10 74 10 76 10 76 10 30 1 100 00 × \$ 80 P. S 0 S 4 L C O 0 L 4 U 66 660

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660 ** ** FINANCIAL OPERATIONS

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6000 TOTAL *****

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TOTAL ******
QLIFE

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DEPT

* BDGT

PREPARED 09/05/2012, 15:05:12 PROGRAM: GM267C City of The Dalles		DETAIL B	BUDGET 17% OF	REPORT BY CATEGORY YEAR LAPSED	CATEGORY D			ACCOUNT	PAGE 3 ACCOUNTING PERIOD 02/2013	3/2013
FUND 601 QLIFE CAPITAL FUND BA ELE OBJ ACCOUNT SUB SUB DESCRIPTION	DEPT/DIV 9500 OTHER ************************************	DEPT/DIV 9500 OTHER **CURRENT***********************************	1 1	USES/ BUDGET	SES. ********YEAR-TO-DATE****** BUDGET ACTUAL &EXP	· · · · · · · · · · · · · · · · · · ·	ENCOMBR.	ANNUAL	UNENCUMB.	BDGT
60 QLIFE FUND 600 OTHER USES 05 OTHER						1 1 1 1 1 1	; ; ; ; ; ; ; ; ; ;	; ; ; ; ; ; ; ;	4 1 1 1 1 1 1 1 1 1 1 1 1))
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84 30 FOR DEBT RETIREMENT 05 ** OTHER	Φ.	00.	0	0	00.	0	00.	0	00.	0
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	4184	00.	0	8368	00.	. 0	000	50209	50209.00	o 6
660 ** ** FINANCIAL OPERATIONS	4184	00.	o	8368	00.	0	00.	50209	50209.00	0
66 ** ** EXPENSE-ACCOUNT	4184	00.	0	8368	00.	0	00,	50209	50209.00	· C
DIV 9500 TOTAL ******	15850	00	c		ć	•	;			•
DEPT 95 TOTAL ****** OTHER USES	15850	00.	0	31700	9 0	> c	9 6	190209	190209.00	0 (
FUND 601 TOTAL ******* QLIFE CAPITAL FUND	51450	37599.86	73	102900	38634.86	, w m	00.009	617468	578233.14	⊋ w

		QLIFE - LIST	ING OF FIN	ANCIAL TRANSACTION	IS	
FUND:			<u>OPERATI</u>	NG 600		
FISCAL Y	EAR:		2012-13			
PERIOD I	DETAIL		FROM:	8/10/2012 TO:	9/11/2012	
	Revenue:	Billed as of				
		QLife Monthly	Billings	BILLING DONE ON T	HE 20TH	41,825.00
TOTAL:						41,825.00
	Expenditure					
•		nnections Confe	rence	Sponsor		500.00
	Gorge.net			Telephone		31.88
	Anzac			Lunch		90.00
	CenturyLink			Pole Rent		144.54
	Commstruc			engineering		1,100.00
	Keith Moble			Legal services		495.00
	Bank of The			Buy.com Security stuf	f	1,093.54
	City of The			ROW		1,254.75
	State of Ore	egon		ethics fees		195.12
	CGCC			Scholarship FY 11-12		2,000.00
TOTAL:						6,904.83

FUND: FISCAL Y	EAD.	CAPITAL (<u>601</u>		
PERIOD D		2012-13 FROM:	8/10/2012 TO:	9/11/2012	
	Revenue:	, , , ,		37 1 172 0 12	:
TOTAL:					
	Expenditures: Columbia State Bank Hage Electric Commstructures	Commercia Bisecotor p Bisecotor p			11,494.11 96.33 826.25
TOTAL:					12,416.69

		QLIFE - LIST	TING OF FINA	NCIAL TRANSACTIO	NS	
FUND: FISCAL Y	/EAR:		OPERATIN 2012-13	<u>IG 600</u>		
PERIOD I	DETAIL		FROM:	9/11/2012 TO:	9/25/2012	
	Revenue:	Billed as of	9/20/2012	?		42,925.00
		QLife Monthly	Billings	BILLING DONE ON T	THE 20TH	
TOTAL:	Expenditure Aristo Aristo Aristo Aristo Gorge.net	es:				42,925.00 6,000.00 4,275.65 1,042.59 1,397.25 30.88
TOTAL:						12,746.37

	<u>501</u>		
FROM:	9/11/2012 TO:	9/25/2012	
			1
Commercia	l Loan/Interest		11,494.11
Line Extens	sion - customer		1,544.91
Bisector			690.69
Bisector pa	rts		1,864.00
			İ
			Í
			15,593.71
	2012-13 FROM: Commercia Line Extens Bisector	FROM: 9/11/2012 TO: Commercial Loan/Interest Line Extension - customer	2012-13 FROM: 9/11/2012 TO: 9/25/2012 Commercial Loan/Interest Line Extension - customer Bisector

QLife Network

Quality Life Intergovernmental Agency

TO:

QualityLife Intergovernmental Agency Board

FROM:

Nolan Young, Administrator

DATE:

September 27, 2012

SUBJECT:

Wi Fi Project Expansion

Previously the QLife Board had authorized the use of QLife fiber for expansion of the Wi Fi system. We had identified six potential locations for use of a Google grant. At the time the locations were identified, we did not know the funds available. Attached is a copy of the cost estimates for each site. Google has indicated that they have \$50,000 available to help us with site 1 and 2 (Discovery Center and Sorosis Park).

With the opportunity for expansion at this time we ask the QLife board to provide additional funds to expand the Wi Fi system. QLife currently has \$140,000 in reserve for system expansion. We would request that the Board consider adding Kramer Fields (\$18,229) and RiverFront Park (\$22,092) for a total cost of \$40,321. Because there may be incidental costs as we get into the project, we request a total amount of \$42,000; this would \$98,000 in QLife's reserve fund.

POTENTIAL BOARD ACTION:

- 1. Approve \$42,000 for the Wi Fi expansion to Kramer Field and RiverFront Park.
- 2. Consider a different amount of funds for Wi Fi expansion.
- 3. Decline to participate beyond providing fiber at this point.

Wi Fi Expansion 9/27/2012

Site System Costs		Gorge.net Costs 8,800		QLife costs N/A	Total 8,800
1 Discovery Center*		13,275	**	N/A *	13,275
2 Sorosis Park		12,400		14,958	27,358
3 Kramer Field		9,850		8,179	18,029
4 Riverfront Park		16,960		5,132	22,092
5 West 6th Street		19,660		8,366	28,026
6 Part Riverfront Trail	į	24,011		5,000	29,011
	TOTAL	104,956		41,635	146,591

^{*}Cost to bring fiber to Discovery Center is \$134,698. This is outside budget

^{**}Does not include 12/12 wireless internet costs (\$465 x 12 mon = \$16,740)

INTERGOVERNMENTAL AGREEMENT No. C2012109 Oregon Broadband Strategic Planning Project

OBDD Data		QLife Data		
Project Contact:	Christopher Tamarin	Project Contact:	Keith Mobley	
Title:	Telecommunications Strategist	Title:	QLife Network Legal Counsel and Advocate	
Organization:	Oregon Business	Organization:	QLife Network	
	Development Department	Address:	PO Box 537	
Address:	775 Summer Street NE Suite 200 Salem, OR 97301		Dufur, OR 97021	
Phone:	503 508-0178	Phone:	(541) 993-2086	
Email: christopher.tamarin@state.or.us		Email:	mobley@ortelco.net	

- 1. Parties. This agreement is between the Oregon Business Development Department, hereafter called OBDD, and Wasco County and the City of The Dalles joined in an ORS 190 intergovernmental agency doing business as QLife Network, hereafter called QLife. OBDD and QLife are the only parties to this agreement and entitled to enforce its terms. Nothing in this agreement gives any direct or indirect benefit or right to third parties unless such third parties are individually identified by name and expressly described as intended beneficiaries. The provisions of this agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.
- 2. Effective Date and Duration. This agreement becomes effective on the date every party has signed this agreement, and when required, approved by the Oregon Department of Justice and applicable law. Unless terminated or extended, this agreement expires when the obligations are completed, or May 1, 2013, whichever occurs first.
- 3. Statement of Obligations. OBDD and QLife agree to perform the obligations in accordance with the terms and conditions of this agreement. The obligations of the parties are contained in Exhibit A.
- 4. Payment. Payment for all work performed under this agreement cannot exceed the maximum sum of \$5,000. OBDD shall reimburse QLife upon receipt of invoice(s) from QLife for eligible costs incurred under this agreement. Any progress payments will be made only in accordance with the schedule and requirements in Exhibit A.
- 5. Subcontracts. QLife shall not enter into any subcontracts for any of the obligations required under this agreement beyond any described in Exhibit A without obtaining prior written consent from OBDD's Project Contact.
- **6. Amendments.** The terms of this agreement may be waived, extended, supplemented, or amended in any manner whatsoever, but only by written instrument signed by both parties.
- 7. **Termination.** This agreement may be terminated immediately by mutual written consent of both parties, or by either party 14 days after the other party receives written notice.

- 8. Funds Available and Authorized. OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within its biennial appropriation or limitation. Payments are contingent on appropriations, limitations, or other expenditure authority sufficient to allow OBDD to continue to make payments under this agreement.
- 9. Responsibility for Taxes, Withholding. QLife shall be responsible for all federal or state taxes applicable to compensation or payments paid under this agreement and is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid under this agreement. OBDD will not withhold from such compensation or payments any amount(s) to cover QLife's federal or state tax obligations.

10. Independent Contractor

QLife shall perform all required obligations as an independent contractor, and is not an "officer", "employee", or "agent" of OBDD, as those terms are used in ORS 30.265. Neither party has the power to legally bind the other.

11. No Conflicts or Violations. QLife, by its signature below certifies that the performance of its obligations under this agreement creates no potential or actual conflict of interest as defined by ORS 244 and do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of QLife's charter, and do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which QLife is a party.

12. Ownership of Work Product.

- a. Definitions. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that QLife is required to deliver to OBDD.
- b. All Work Product created by QLife, shall be the exclusive property of OBDD and QLife.
- c. In the event that Work Product is an original, or compilation or derivative work based on QLife's or Third Party Intellectual Property, QLife shall work with OBDD to secure an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same.
- 13. Records Maintenance; Access. QLife shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles, and any other pertinent records shall be kept in a manner that clearly documents QLife's performance. OBDD or their duly authorized representatives shall have access to such fiscal and other records to perform examinations and audits and make excerpts and transcripts. QLife shall retain and keep accessible all such records for a minimum of six (6) years, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation related to this agreement, whichever date is later.
- 14. Severability. The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- 15. Counterparts. This agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not

signatories to the same counterpart. Each copy of the agreement so executed shall constitute an original.

16. Choice of Law; Designation of Forum; Federal Forum.

- (a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (c) Notwithstanding Section 25(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 17. Notice. Any communications between the parties shall be given in writing by personal delivery, facsimile, or mail, to the project contacts listed above, or to such other persons, addresses or numbers as either party may hereafter indicate in writing pursuant to this Section. Any communication so addressed and mailed shall be effective five days after mailing. Any communication delivered by email or facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.
- 18. Survival. All rights and obligations shall cease upon termination or expiration of this agreement, except for such Sections that by their terms are meant to survive.
- 19. Merger Clause. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of their authorized representatives, acknowledge



STATE OF OREGON acting by and through its Business Development Department

By:

Wasco County and the City of The Dalles joined in an ORS 190 intergovernmental agency doing business as QLife Network

Karen Wilde Goddin Managing Director Business, Innovation & Trade Division	Type Name, Type Title here
Date:	Date:
Approved by DOJ (All agreements over review	v thresholds):
N/A per OAR 137-045-0030)
Doto	

By:

EXHIBIT A - INTERGOVERNMENTAL AGREEMENT No. C2012109

A. Purpose, Background, Statement of Obligations

The Purpose of this agreement is to develop and complete a community strategic plan for Broadband adoption and utilization. OBDD will provide training, technical assistance and financial support to each selected community in order to facilitate and support the development of a broadband strategic plan that advances the individual community's economic and community development goals through increased utilization of broadband technology and services.

The State of Oregon, through the Public Utility Commission of Oregon was awarded a grant from the National Telecommunications and Information Administration to support strategic planning for broadband growth and adoption. The Oregon Business Development Department on behalf of the Oregon Broadband Advisory Council is a sub-recipient of the grant to implement the Oregon Broadband Outreach and Strategic Planning Project to develop eight local community plans to accelerate broadband adoption and utilization. The execution of this agreement will obligate QLife to produce a community specific broadband plan in conjunction with the overall statewide grant effort, and in compliance with the overall project schedule.

Scope of Work:

STEP ONE: Engage Local Planning Leadership

QLife shall engage community leaders to convene a Project Task Force and serve in key roles in the Strategic Planning process.

Key roles are:

- Champion
- Convener or Co-Conveners
- Sector Hosts
 - o Government and Public Safety (2 sectors but will meet and be hosted as one)
 - o Economic Development / Business (large and small business, including home business)
 - Digital Inclusion and Civic Engagement
 - o Education and Healthcare (2 sectors but will meet and be hosted as one)
- Local Project Trainer(s)

STEP TWO: CONDUCT STRATEGIC PLANNING PRE-WORK AND ORGANIZE THE EVENTS

NetCity (a project contractor) will work with the Convener and Local Trainer to organize logistics e.g. follow-up on participation requests, create participant lists and contact information, events scheduling, locations, etc.

STEP THREE: Broadband Planning Session #1 (Plenary)

A 3-hour Summit-format session that convenes all Broadband Plan participants in one place to:

- Overview the process.
- Local Project Trainer(s) provide supplemental training in the Broadband Strategic Planning Template and technical assistance to the members of the Community Task Force
- Work in sector-specific groups, with each sector addressing these deliberative questions:
 - What goals, programs, or functions in this sector, (existing, currently in development or envisioned for the future) are dependent on access to and ability to use broadband?
 - Are there constraints to obtaining adequate capacity, innovation and competition in networks, devices and applications? Are barriers anticipated in the future? What are those constraints or barriers?
 - What is at stake? Are there significant risks or costs of broadband inadequacy in this sector?
- Report out so that all groups hear each other's' perspective.
- The NetCity team will facilitate the session and captures the work of each sector in a format so that both sector-specific issues and issues that cut across all sectors can be identified.
- Local Project Trainer(s) will provide assistance
- Results of Session #1 will be sent to participants for their consideration and comment prior to Session #2. A First Draft Plan outline will be issued prior to the session for revision at Session #2.

STEP FOUR: Broadband Planning Session #2

(Plenary) A 3-hour Summit format session or four 2-hour sector session to:

- Recap the results from Session #1.
- Recap results against the Broadband Strategic Planning Template
- Work in sector-specific groups to address these deliberative questions:
 - What primary broadband adoption goals should be addressed in the Broadband Strategic Plan?
 - What specific approaches should be taken to drive those goals?
 - What is the nature of each approach, i.e. Study? Advocate? Legislate? Do? Other?
 - How should these approaches be implemented?
 - Who takes the lead?
 - Who pays / how paid for?
 - Within what timeframe?
- NetCity will facilitate the session and capture the work of each group in a spreadsheet
 format so that both sector-specific issues and issues that cut across all sectors can be
 identified. (Note Issues capture will be tabulated across ALL participating
 communities, resulting in a suite of statewide priorities.)
- Local Project Trainer(s) will provide assistance
- Results of Session #2 will be sent to participants for their consideration and comment.

STEP FIVE: Plan Drafting and Review

- NetCity will create a draft final plan that incorporates a) sector-specific priorities, and b) priorities common among all or most sectors. Sector hosts review the draft.
- Local Project Trainer(s) will provide assistance
- NetCity may participate by phone if requested by the host. Sector hosts deliver feedback to the Project Management Team and NetCity.
- If the sectors' review and feedback reveal any conflicting perspectives or priorities, the convener and sector hosts will conference with the Project Manager to resolve issues.

STEP SIX: Finalized Broadband Strategic Plan

- A final version of the Broadband Strategic Plan is drafted by the NetCity and sent to participants.
- The Sponsor and/or Convener are encouraged to host a brief meeting of all participants to adopt the Plan, and to have the Plan formally presented to and accepted by their local government entities.

STEP SEVEN: Evaluation

Participants are sent a survey and asked to evaluate the process, the broadband strategic planning template and product.

B. Schedule

Task	Start Date	End Date
Organize Task Forces	10/10/2012	11/20/2012
Convener to select participants	10/10/2012	10/30/2012
Trainer to complete scheduling and logistics	10/10/2012	11/7/2012
Trainer to complete planning and logistics	10/10/2012	11/20/2012
Trainer trained on reporting requirements	10/10/2012	11/20/2012
Group 1 Planning Efforts	1/8/2013	4/23/2013
NetCity provides Technical Assistance	1/8/2013	3/11/2013
QLife Convene Task Forces	1/8/2013	3/11/2013
Plans written - first draft	3/12/2013	3/25/2013
QLife Convene Task Forces	3/26/2013	4/16/2013
Plans written - final draft	4/17/2013	4/23/2013

C. Billable Services

Services billable by QLife to OBDD under this agreement include:

- Local Trainer support on this project for Task Force training and technical support up to a maximum of \$5,000.00
 - \$2,000 billable upon completion of Task Force organization and convention
 - \$2,000 billable upon completion of the first draft of the plan
 - \$1,000 billable upon completion of the final draft of the plan

OBDD prepares and submits a report on Full Time Equivalent jobs associated with this project. QLife will provide OBDD with a summary of Local Trainer hours worked per quarter.

D. Reimbursable Expenses

- Materials and supplies
- Outreach and marketing

OBDD will provide for these expenses directly, or reimburse **pre-approved** expenses incurred by QLife.

Only services and expenses within the above categories which are pre-approved by OBDD are eligible for payment and reimbursement. Project invoices may be submitted monthly. OBDD will provide project expense reporting and service invoicing instructions. All expenditures under this agreement must be completed and submitted no later than May 1, 2013. Invoices must be sent to the OBDD Project Contact, and must reference this agreement number.

Izetta F. Grossman

From:

Erik Orton <erik@commstructureconsulting.com>

Sent:

Wednesday, September 26, 2012 9:32 AM Izetta F. Grossman; jamery00@gmail.com

To: Subject:

RE: Monthly report

Izetta,

Not much new info to report on this front. I will be wrapping up the splicing design this week and submitting to John to schedule the maintenance windows for Bisector cut over. There has been some delay in finalizing the splicing & coordination while supporting other Q-Life customer driven projects like the GOHBI, Wi-Fi, Discovery Center OPC and LSN Verizon FTTC connections.

Once the notices are in place, we will continue to plan and prep in advance of the maintenance windows, so we will have a relatively trouble-free cut-over to the new cables and ready for service.

Let me know if you need additional information and have a good day!

Erik Orton

Commstructure Consulting, LLC | 811 Railroad Ave. | Oregon City, OR 97045 971.266.4440 Direct | 503.310.8340 Mobile | 503.343.4134 Main

COMMISEUCTURE

Communications Infrastructure Planning | Design | Implementation www.commstructureconsulting.com

From: Izetta F. Grossman [mailto:igrossman@ci.the-dalles.or.us]

Sent: Tuesday, September 25, 2012 4:01 PM

To: jamery00@gmail.com; Erik Orton

Subject: Monthly report

I am sending out the board packets tomorrow. I need your report by 10 a.m. The meeting on the 4^{th} is the Sept/Oct meeting ... the next one will be Nov 15th

Thanks

Izetta Grossman

Executive Secretary City Manager's Office City of The Dalles 313 Court St The Dalles, OR 97058 541-296-5481 Ext 1119 541-296-6906 Fax

Aristo Technical Management Report By John Amery 09/26/2012

Maintenance Projects Aristo Networks llc. is currently working on:

- 1. Issues with OSPInsight.
 - Cause for considerable delays in scheduling of work.
- 2. Easement for access to fiber by Norcor

September 24, 2012

Mr. Nolan Young
QLife Network Board
QualityLife Intergovernmental Agency
313 Court St.
The Dalles, OR 97058

Dear Board Members:

On behalf of Columbia Gorge Community College Foundation, I wish to thank you for your generous scholarship contribution of \$2,000. We are grateful to the **QL**ife **Network** directors for investing in the education of our citizens by offering scholarships to Columbia Gorge Community College students. Without scholarships, some of our most deserving students would not have an opportunity to pursue the career they've dreamed of.

C.G.C.C. Foundation agrees to award two \$1,000 "need-based" scholarships from **QL**ife Network to assist students studying in the field of technology at Columbia Gorge Community College. It is our understanding these funds may be used for tuition and books. Applicants will follow standard requirements for C.G.C.C. Foundation scholarships. The recipients will be informed that **QL**ife Network funded their scholarships, as requested. In addition, we will report on the use of funds and release the recipients' names to the **QL**ife Network Board. Contributors are publicly acknowledged by C.G.C.C. Foundation unless a donor requests anonymity.

Technology training is critical to developing industry and improving the economic outlook which is why we sincerely appreciate your support of Columbia Gorge Community College technology students. Thank you for being our partner in education. I have enclosed a receipt from C.G.C.C. Foundation for check #3388 and our brochure.

Sincerely,

Darlene Marick

cc:

Resource Development Coordinator

Daslone Marick

Enc.: Receipt #1734, brochure

Stephanie Gale-McKnight, Financial Aid Specialist

Lori Ufford, Chief of Student Services

No goods or services were provided to this donor by Columbia Gorge Community College Foundation in exchange for this contribution.