

AGENDA

QLife Regular Board Meeting

Wednesday, July 6, 2016
Noon
Wasco County Courthouse
Deschutes Room – B08

1. Approval of Agenda
2. [Approval of May 26, 2016 Board Minutes](#)
3. [Financial Reports](#)
4. [Reports](#) – John Amery
5. [Discussion: Pricing Clarification & Resolution 16-006](#) – Tyler Stone
6. [Credit Lines at Major Distributors](#) – John Amery
7. [Administrative Overhead Cost](#) – Tyler Stone
8. [Maupin Project Update](#)
9. [Executive Session: \(2\)\(g\) Competitive trade or commerce negotiations and \(2\)\(m\)\(E\) Discuss information regarding security of telecom systems and data transmission.](#)
10. Next Meeting Dates:

Regular Board Meeting, July 28, 2016 Noon
11. Adjourn

An executive session may, in the discretion of the presiding officer, be called based on one or more of the following: ORS 192.660 (2)(a) Consider employment issues; (2)(e) Real property' (2)(f) Consider exempt records or information; (2)(g) Competitive trade or commerce negotiations; (2)(h) Consult with counsel re litigation; (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission.

Approval of May 26, 2016 Board Minutes

- [Board Minutes](#)



MINUTES

Q-Life Regular Board Meeting
Thursday, May 26th 2016
Noon
Deschutes Room, Wasco County Courthouse

Call to Order: President Larson calls the meeting to order.

Roll Call: Erick Larson, Scott Hege, Dan Spatz, Tyler Stone, Tawny Wade, Keith Mobley, John Amery, Kate Mast, Erik Orton (via phone), Carrie Pippinich

Meeting started out with Erick Larson and Dan Spatz as Board representation and so we did not have a quorum.

Approval of April 28, 2016 Board Minutes: Need a quorum, will readdress after Scott Hege joins meeting.

Financial Reports: Need a quorum to approve the 2016/17 Budget.

Administrative Overhead Cost: Keith Mobley states the IGA between QLife and Wasco County for Administrative Services is nearing readiness for signatures. The compensation amount will need to be adjusted, using Nolan Young's billings as a baseline. Board members will need to be involved in negotiations and this will be discussed further.

Public Hearing: Fiscal Year 2016-17 QLife Budget: Will address later in meeting.

Resolution 16-005: Adopting the QLife Budget for Fiscal Year 2016-17: Will address later in meeting.

Scholarship Funding Report: Dan Spatz expanded on our CGCC scholarship knowledge reporting that our scholarship money was not just benefiting wind energy students but also telecommunication interests. Some past recipients are currently working for companies such as Granite Service, Airway Services and GE.

Tawny Wade recognizes the Board's interest in seeing increased efforts in making QLife's scholarship funding better known to the community i.e., newspaper articles, recipient letters.

Discussion: Pricing Clarification & Resolution 16-006: Tyler Stone notes that we have signed our first wholesale customer and our current pricing structure does not recognize the needed processes. He also points out that in the 16-004 resolution, under line extension – 5 year contract, QLife will fund the buildout as long as the revenue of the contract is equal to the cost of the build out. It is Tyler Stone's concern that QLife could not sustain several large buildouts under the current language.

- Scott Hege joins meeting. Erick Larson opens Public Hearing, no comments. Public Hearing is closed. Budget 2016/17 is adopted. Will need to be signed by Erick Larson and another member besides Brian Ahier, who is absent.
- Kate Mast addresses Administrations request for a QLife credit card to be issued for expenses. Board approves card will be issued in Tyler Stone's name with \$1000 dollar limit. Dan Spatz moves to approve, Hege seconds.
- Minutes from April 26, 2016 will be approved with correction of language regarding proposed discussions with City of Condon.

Returning to pricing conversation, Tyler Stone notes that in his draft 16-006 resolution he implemented language allowing price increases on a three year basis not to exceed 10%.

Dan Bubb states QLife's pricing on dark fiber is competitive. Tyler Stone adds that QLife's pricing on lit services is not competitive.

The intention to bill Gorge Networks with interim service orders until the completion of host circuit and all connections is agreed upon by the board.

Maupin Project Update: Erik Orton joins meeting via telephone for Maupin Project Update. Erik Orton has completed all field data, overhead and underground, and it is now in design. All pole attachment data has been submitted to sub-contractor. Bridge design has been submitted and will need to go to ODOT. No environmental permitting will be needed for bridge crossing. Pop drawing and exhibits are submitted to City of Maupin for review. Erick Larson asks if there are any known road blocks at this time which Erik Orton says there are not.

Tyler Stones touches on his Administrative report with Erik Orton on the phone, noting the meeting held with QLife Administration and Commstructure. Tyler Stone explains we should be exploring the role that Commstructure plays and how they can be more active in strategic planning.

Erik Orton adds that Commstructure's Steve Ballard is available to help with streamlining QLife's Administrative work flows and processes.

Executive Session: (2)(g) Competitive trade or commerce negotiations and (2)(m)(E) Discuss information regarding security of telecom systems and data transmission

Executive Session was not held due to several members having conflicting schedules.

Next meeting on July 21, 2016 at noon.

Submitted by Tawny Wade

Signed: _____
Brian Ahier Secretary/Treasurer

Financial Reports

- [2016 Balance Sheet](#)
- [92% Year Lapsed Report](#)
- [Qlife Financial Narrative](#)
- [Disbursements List as of 6/17/16](#)

Tyler

600 QUALITYLIFE AGENCY FUND

		DEBITS	CREDITS
ASSETS			
101.00-00	CURRENT ASSETS / CASH AND INVESTMENTS	73,483.00	
115.00-00	CURRENT ASSETS / ACCOUNTS RECEIVABLE	57,452.47	
115.20-00	ACCOUNTS RECEIVABLE / ACCRUED ACCOUNTS RECBL	.00	
115.90-00	ACCOUNTS RECEIVABLE / ALLOWANCE-DOUBTFUL ACCTS	.00	
126.00-00	ASSETS / INTERGOVT RECEIVABLE	.00	
126.90-00	INTERGOVT RECEIVABLE / DEFERRED CREDIT / LSN	.00	
141.00-00	ASSETS / INVENTORIES-MAT'L/SUPPLY	.00	
161.00-00	FIXED ASSETS / LAND	.00	
162.00-00	FIXED ASSETS / BUILDINGS	.00	
163.00-00	FIXED ASSETS / IMPRVMTS OTHER THAN BLDGS	2,063,876.40	
163.50-00	IMPRVMTS OTHER THAN BLDGS / SOFTWARE LICENSES	7,011.35	
164.10-00	MACHINERY AND EQUIPMENT / FURNITURE & FIXTURES	.00	
164.20-00	MACHINERY AND EQUIPMENT / OFFICE EQUIPMENT	.00	
164.40-00	MACHINERY AND EQUIPMENT / VEHICLES	.00	
164.90-00	MACHINERY AND EQUIPMENT / OTHER EQUIPMENT	.00	
165.00-00	FIXED ASSETS / PLANT IN SERVICE	.00	
166.00-00	FIXED ASSETS / WORK IN PROGRESS	15,178.75	
169.00-00	FIXED ASSETS / ACCUMULATED DEPRECIATION		608,375.16
175.00-00	OTHER ASSETS / NOTES RECIEVABLE	.00	
	TOTAL ASSETS		1,608,626.81
LIABILITIES			
201.00-00	LIABILITY / VOUCHERS PAYABLE		.00
201.10-00	VOUCHERS PAYABLE / ACCOUNTS PAYABLE (MAJE)		.00
203.00-00	LIABILITY / AR SYSTEM/OVERPYMT/CREDIT		280.00
205.00-00	LIABILITY / NOTES PAYABLE		.00
206.00-00	LIABILITY / RETAINAGE PAYABLE		.00
207.00-00	LIABILITY / INTERGOVT PAYABLE		.00
208.00-00	LIABILITY / DUE TO OTHER FUNDS		.00
209.00-00	LIABILITY / ACCRUED INTEREST PAYABLE		.00
210.00-00	LONG TERM DEBT / LONG TERM DEBT		.00
220.00-00	LIABILITIES / OFFSET BEGINNING BALANCE	231,823.49	
226.00-00	LIABILITIES / CAPITAL LEASES		.00
229.00-00	LIABILITIES / CUSTOMER DEPOSITS		.00
243.00-00	RESERVE ACCOUNTS / RESERVE ACCOUNTS		.00
	TOTAL LIABILITIES		231,543.49
FUND EQUITY			
243.01-00	RESERVE ACCOUNTS / RESERVE FOR ENCUMBRANCES		.00
261.00-00	EQUITY / CONTRIB CAPITAL-GOVT		.00
264.00-00	EQUITY / CONTRIB CAPITAL-INTERGOVT		.00
265.00-00	EQUITY / GAAP TRANSACTIONS		.00
279.99-00	RETAINED EARNINGS / EQUITY TRANSFER	54,688.11	
	RETAINED EARNINGS		1,894,858.41
	TOTAL FUND EQUITY		1,840,170.30

PREPARED 06/02/2016, 13:14:28
PROGRAM GM263L
City of The Dalles

2016 BALANCE SHEET

PAGE 2
ACCOUNTING PERIOD 11/2016
Suppression = N

600 QUALITYLIFE AGENCY FUND

DEBITS

CREDITS

TOTAL LIABILITIES AND FUND EQUITY

1,608,626.81

601 Q LIFE CAPITAL FUND

		DEBITS	CREDITS
ASSETS			
101.00-00	CURRENT ASSETS / CASH AND INVESTMENTS	873,632.84	
115.00-00	CURRENT ASSETS / ACCOUNTS RECEIVABLE	.00	
115.20-00	ACCOUNTS RECEIVABLE / ACCRUED ACCOUNTS RECBL	.00	
130.00-00	ASSETS / DUE FROM OTHER FUNDS	.00	
	TOTAL ASSETS		873,632.84
LIABILITIES			
201.00-00	LIABILITY / VOUCHERS PAYABLE		.00
201.10-00	VOUCHERS PAYABLE / ACCOUNTS PAYABLE (MAJE)		.00
203.00-00	LIABILITY / AR SYSTEM/OVERPYMT/CREDIT		.00
205.00-00	LIABILITY / NOTES PAYABLE		.00
206.00-00	LIABILITY / RETAINAGE PAYABLE		.00
220.00-00	LIABILITIES / OFFSET BEGINNING BALANCE	377,826.07	
243.00-00	RESERVE ACCOUNTS / RESERVE ACCOUNTS		.00
	TOTAL LIABILITIES	377,826.07	
FUND EQUITY			
243.01-00	RESERVE ACCOUNTS / RESERVE FOR ENCUMBRANCES		.00
	FUND BALANCE		1,251,458.91
	TOTAL FUND EQUITY		1,251,458.91
	TOTAL LIABILITIES AND FUND EQUITY		873,632.84

602 QLIPE MAUPIN FUND

DEBITS CREDITS

ASSETS

101.00-00	CURRENT ASSETS / CASH AND INVESTMENTS	65,880.00	
115.00-00	CURRENT ASSETS / ACCOUNTS RECEIVABLE	.00	
115.20-00	ACCOUNTS RECEIVABLE / ACCRUED ACCOUNTS RECBL	.00	
130.00-00	ASSETS / DUE FROM OTHER FUNDS	.00	

TOTAL ASSETS

65,880.00

LIABILITIES

201.00-00	LIABILITY / VOUCHERS PAYABLE		.00
201.10-00	VOUCHERS PAYABLE / ACCOUNTS PAYABLE (MAJE)		.00
203.00-00	LIABILITY / AR SYSTEM/OVERPYMT/CREDIT		.00
205.00-00	LIABILITY / NOTES PAYABLE		.00
206.00-00	LIABILITY / RETAINAGE PAYABLE		.00
220.00-00	LIABILITIES / OFFSET BEGINNING BALANCE		.00
243.00-00	RESERVE ACCOUNTS / RESERVE ACCOUNTS		.00

TOTAL LIABILITIES

=====

.00

FUND EQUITY

243.01-00	RESERVE ACCOUNTS / RESERVE FOR ENCUMBRANCES		.00
	FUND BALANCE		65,880.00

TOTAL FUND EQUITY

=====

65,880.00

TOTAL LIABILITIES AND FUND EQUITY

65,880.00

City of The Dalles

FUND 600 QUALITYLIFE AGENCY FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	ESTIMATE	BALANCE	
300	BEGINNING BALANCE								
300									
00 00		18,213	.00		200,343	231,823.49	116	218,563	13,260.49-
300	**	18,213	.00		200,343	231,823.49	116	218,563	13,260.49-
300	*** BEGINNING BALANCE	18,213	.00		200,343	231,823.49		218,563	13,260.49-
340	CHARGES FOR SERVICES								
344	UTILITY SERVICES								
10 00	UTILITY SERVICE CHARGES	54,005	54,840.00	102	594,055	593,965.00	100	648,069	54,104.00
15 00	LSN CREDITS	0	.00		0	.00		0	.00
20 00	CONNECT CHARGES	187	.00		2,057	4,200.00	204	2,250	1,950.00-
344	** UTILITY SERVICES	54,192	54,840.00	101	596,112	598,165.00	100	650,319	52,154.00
340	*** CHARGES FOR SERVICES	54,192	54,840.00		596,112	598,165.00		650,319	52,154.00
360	OTHER REVENUES								
361	INTEREST REVENUES								
00 00	INTEREST REVENUES	58	613.83	1058	638	4,262.43	668	700	3,562.43-
361	** INTEREST REVENUES	58	613.83	1058	638	4,262.43	668	700	3,562.43-
369	OTHER MISC REVENUES								
00 00	OTHER MISC REVENUES	16	.00		176	3,932.50	2234	200	3,732.50-
20 00	E-RATE REIMBURSEMENT	4,166	.00		45,826	41,289.60	90	50,000	8,710.40
369	** OTHER MISC REVENUES	4,182	.00		46,002	45,222.10	98	50,200	4,977.90
360	*** OTHER REVENUES	4,240	613.83		46,640	49,484.53		50,900	1,415.47
390	OTHER FINANCING SOURCES								
392	SALE OF FIXED ASSETS								
00 00	SALE OF FIXED ASSETS	0	.00		0	.00		0	.00
392	** SALE OF FIXED ASSETS	0	.00		0	.00		0	.00
390	*** OTHER FINANCING SOURCES	0	.00		0	.00		0	.00
FUND TOTAL QUALITYLIFE AGENCY FUND		76,645	55,453.83		843,095	879,473.02		919,782	40,308.98
GRAND TOTAL		76,645	55,453.83		843,095	879,473.02		919,782	40,308.98

TO: Qlife Board
 Tyler Stone, QLife Administrator

FR: Kate Mast, Finance Director

RE: Financial Report for QLIFE – May 2016

BANKING:

QLife monies are deposited into a separate bank checking account. QLife also has a Local Government Investment Pool (LGIP) account where excess funds are maintained in order to earn some 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.

92% 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

	<u>July 1, 2015 to May 31, 2016</u>			
	Budget	Actual	Percentage	
Beginning Balance	\$ 218,563	\$ 231,823	106.0%	* see below
Revenues	\$ 701,219	\$ 647,650	92.4%	
Expenditures	\$ 415,642	\$ 244,658	58.9%	
Transfers to Capital/Debt Fund	\$ 504,140	\$ 504,140	100.0%	
Revenues Less Expenses	\$ 0	\$ 130,675		
Cash at Month End	\$ 73,483.00			

Exceptions:

- 1) Beginning Balance: * *The Beginning Balance figures used here have been audited.* The Beginning Balance is \$13,260 more than budgeted.
- 2) Revenues:
 - a) At 92% of the year, we have received 91.7% of the budgeted charges for services revenue.
 - b) Miscellaneous revenue in the amount of \$956.67 was received in October from Transgroup Worldwide as payment for a QLife invoice for services when a transformer was moved through town. An additional \$2,867.83 was billed and received for another transformer move in February.

3) Expenditures:

- a) The Legal Services line item has been over-expended by \$1,770.00. Since there is no budget in the Maupin Fund for these expenses, \$5,580 of legal fees related to the Maupin project have been posted to this line item. These expenses are being tracked with the MAUPIN project code, which will allow us to track them and, when the Maupin project is completed and that system is generating its own revenue, those expenses will be repaid to the Operating Fund.
- b) The Engineering Services line item has been over-expended by \$14,093.26. \$12,044.75 of this was for the Maupin Project. Previously I thought that since there is no Engineering budget in the Maupin Fund, those expenses were being charged to the Operating Fund, with the MAUPIN project code, so that they could be tracked and paid back to the operating fund after the Maupin system began generating its own revenue. However, I have now found notes that indicate Nolan's budget for FY15/16 included engineering and permitting expenses of up to \$62,295 in the Primary line item in the Capital Outlay section of the Maupin Fund. Upon closer inspection, some of the fees charged to the Engineering line item (\$4,677.50) were for the Feasibility Study, and should have been charged to the Administrative Services line item in the Maupin Fund, where \$5,000 had been included for that study. I apologize for my error, and will move these expenditures out of the Operating Fund Engineering line item and into the appropriate line items in the Maupin Fund in June so that it is correct for year end.
Note: I also realized we made an error in posting the Maupin Fund budget in that the \$265,659 that was budgeted for the Capital Outlay "Primary" line item had been inadvertently posted instead to the "Secondary" line item. I have now corrected that error.
- c) The Liability Insurance Line Item has been over-expended by \$1,300.00. I believe only the Special Districts Liability insurance was budgeted in this line item, but the \$1,600 Pole Attachment Bond was appropriately also posted to this line item. This should not require any budget adjustments, as the category should not be over-expended at the end of the year.
- d) The Memberships/Dues/Subscription Line Item has been over-expended by \$557.85 due to dues being paid in February in the amount of \$575.00 to the Oregon Joint Use Association.
- e) The Office Supplies line item has been over-expended by \$195.41.

4) Budget Changes:

- a) The Board approved a supplemental budget creating the new QLife Maupin Fund (602) and budget amendments to provide additional funds for the Interim Manager in the QLife Agency Fund (600) on January 21, 2016.
- b) We anticipate that no budget adjustments will be necessary, as the Materials & Services category in total should not be over-expended at the end of the year. However, we will keep an eye on it and, if necessary, will provide a budget amendment resolution for the June 23, 2016 Board meeting.

CAPITAL (601):

BUDGET COMPARISONS

	July 1, 2015 to May 31, 2016			
	Budget	Actual	Percentage	
Beginning Balance	\$ 400,590	\$ 377,826	94.3%	* see below
Transfers In	\$ 504,140	\$ 504,140	100.0%	
Revenues	\$ 30,000	\$ 13,569	45.2%	
M&S / Capital Outlay / Other	\$ 934,730	\$ 21,924	2.3%	
Debt Expenditures	\$ 00	\$ 0	0.0%	
Revenues Less Expenses	\$ 0	\$ 873,611		
Cash at Month End	\$ 873,632.84			

Exceptions:

- 1) Beginning Balance: * *The Beginning Balance figures used here have been audited.* Beginning Balance is \$22,764 less than budgeted. With an additional \$13,260 in the General Operating Fund, the combined negative amount is just \$9,504. This is not a concern as we have budgeted for a \$331,717 increase in reserves this year.
- 2) Revenues: .
- 3) Expenditures:
- 4) Budget Changes: No budget changes have been made to this fund this fiscal year.

MAUPIN (602):

BUDGET COMPARISONS

	July 1, 2015 to May 31, 2016			
	Budget	Actual	Percentage	
Beginning Balance	\$ 00	\$ 00	00.0%	
Revenues	\$ 550,830	\$ 87,880	15.9%	
Expenditures	\$ 550,830	\$ 22,000	4.0%	
Revenues Less Expenses	\$ 0	\$ 65,880		
Cash at Month End	\$ 65,880.00			

Exceptions:

- 1) Beginning Balance:
- 2) Revenues: A \$87,880 grant has been received from Google for the Maupin Project.
- 3) Expenditures:
- 4) Budget Changes: This fund was created via a supplemental budget on January 21, 2016.

QLIFE MONTHLY TRANSACTIONS

REVENUE BILLED LAST MONTH:

FUND: OPERATING 600			
FISCAL YEAR: 2015-16			
PERIOD DETAIL: May 26- June 17			
CODE	PAYEE	DESCRIPTION	TOTAL
600.6000.660.34.30	Aristo Networks	Monthly Retainer	\$2,000.00
600.6000.660.34.10	Commstructure	MCF&R SO #2	\$685.00
600.6000.660.34.10	Commstructure	Conflict Review	\$968.75
600.6000.660.34.10	Commstructure	OSP Insight	\$640.00
600.6000.660.69.70	City of The Dalles	ROW Fees	\$1,645.20
600.6000.660.34.30	Aristo Networks	MCF&R	\$234.60
600.6000.660.34.30	Aristo Networks	General Oversight	\$5,331.63
600.6000.660.34.30	Aristo Networks	Consulting for Gorge.net	\$450.57
600.6000.660.32.20	Keith Mobley	Professional Service	\$930.00
600.6000.660.32.20	Keith Mobley	Maupin	\$840.00
TOTAL:			\$13,725.75

FUND: CAPITAL FUND 601			
FISCAL YEAR: 2015-16			
PERIOD DETAIL: May 26- June 17			
CODE	PAYEE	DESCRIPTION	TOTAL
601.6000.660.76.20	Gorge.net	Craigs building CO -2	\$2,000.00
TOTAL:			\$2,000.00

FUND: MAUPIN FUND 602			
FISCAL YEAR: 2015-16			
PERIOD DETAIL: May 26- June 17			
CODE	PAYEE	DESCRIPTION	TOTAL

602.6000.660.74.20	Commstructure	Maupin Work Order #15		\$17,096.74
TOTAL:				\$17,096.74

Reports

- [Aristo Technical Management Report](#)

Aristo Networks LLC
Technical Management Report
By
John Amery
6/16/2016

Items of Discussion:

- Aristo Networks has been working closely with Qlife Administration to help with the transition.
- Qlife is implementing a new monitoring solutions for Qlife's electronics and plans to have the new system fully operating by end of June.
- 2015/2016 Audit is expected to be completed by end of June.

Discussion: Pricing Clarification & Resolution

- [Resolution 16-003](#)
- [Resolution 16-004](#)
- [Proposed Resolution 16-006](#)

QUALITYLIFE INTERGOVERNMENTAL AGENCY
doing business as

"QLife Network"

RESOLUTION No. 16-003

A RESOLUTION AMENDING RESOLUTION No. 11-002 ESTABLISHING
SERVICE RATES AND FEES FOR THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY.

WHEREAS, the QualityLife Intergovernmental Agency (QLife) is an open access provider of broadband services to The Dalles area, and;

WHEREAS, QLife has customers desiring service, and;

WHEREAS, QLife is willing and able to provide certain service to its customers, and;

WHEREAS, the QLife Board wishes to adopt charges and fees for services it provides

NOW, THEREFORE, BE IT RESOLVED BY THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY BOARD AS FOLLOW:

SECTION 1: Resolution 11-004 and QLife's Policy on Lease of Dark Fiber approved July 24, 2007 are both repealed.

SECTION 2: Customer Classes. For the purpose of this resolution, QLife shall have two classes of customers.

A. Participant Customers (Participants). The following specific customers who played an essential role and assumed some risk in helping the QLife system become operational:

1. Wasco County
2. City of The Dalles
3. Mid-Columbia Medical Center
4. Northern Wasco County School District 21
5. Region 9 Education Service District
6. Columbia Gorge Community College

B. All Other Customers including Wholesalers

SECTION 3: Rates and Fees. Effective the date of this resolution service rates, fees and charges for the QLife system shall be as follows:

A. Broadband Transport Service.

1. Participants. Either the amount established in an existing service order previously signed between the participant and QLife and any continuation of those service orders or, for new service requested after the adoption of this resolution:
 - a. 10 Mbps; \$200/ month,
 - b. 20 Mbps; \$300 month
 - c. 100 Mbps; \$400/ month
 - d. 1,000 Mbps. service \$850 /month

2. Other Customers. for new service requested after the adoption of this resolution:
 - a. 10 Mbps; \$200/ month
 - b. 20 Mbps; \$300 month
 - c. 100 Mbps; \$400 /month
 - d. 1,000 Mbps; \$850/month

B. Alternative Wholesale Pricing:

Internet Service Providers (ISP) may use this uplink port pricing model for all customers not under the terms of an existing service order.

1. Uplink Port:

100Mbps	\$ 1,200/month
500 Mbps	\$ 2,400/month
1000 Mbps	\$, 2,600/month

2. Looping Price:

12 Mbps	\$ 50/month
30 Mbps	\$ 90/month
100Mbps	\$ 150/month

QLife will eliminate the requirement for a switch at a loop customer demarks if the ISP can provide a solution agreeable to QLife for limiting the size of service to the amount purchased.

The Turn Up Fee for loop customers shall be \$100.

C. Lease of Dark Fiber

1. Participants: Either the amount established in an existing service order agreement previously signed between the participants and QLife and any extension of those services, or
2. Others:

Single Fiber; one direction no backup fiber	\$ 450/month
*Single Fiber Loop	\$ 600/month
1 pair fiber one direction	\$ 900/month
1 pair fiber loop	\$1200/month

D. Other Service. The costs for all customers (both participants and wholesalers) shall be as follows:

1. Collocation in QLife City Hall Equipment room includes 10 Amp AC Power with generator back up.

Full rack: \$400 per month;

Single Deck or our Rack: \$100 per month
2. Antenna/Dish on City Hall:

First: \$150 per month;

Each Additional: \$50 per month
3. Turn up fee for new network connection:

10 Mbps. \$200 non-recurring charge (NRC)

100 Mbps. \$200 NRC

1,000 Mbps. \$ 200 NRC
4. NRC for charges for equipment and service installation will be actual costs unless a cost share of service installation is agreed to under QLife's Line Extension policy (Resolution 16-004).
5. Delinquent accounts: 18% (1.5% per month) late charges.

6. Termination Fee: Cost of placing a customer on termination list - \$5 (Third Notice).
7. Reconnection Fee: Cost of reconnecting a customer whose service has been terminated \$20.
8. Non-Sufficient Funds Check Fee: \$25.
9. Special Service Fee: \$20.00

SECTION 4: Term of Fees. These fees shall remain in effect until which time the QLife Board, by a majority vote, amends all or portions of these fees.

SECTION 5: Effective. This resolution shall be effective February 1, 2016.

PASSED AND ADOPTED THIS ____ DAY OF JANUARY 2016

Voting Yes, Board Members: _____

Voting No, Board Members: _____

Absent, Board Members: _____

Abstaining, Board Members: _____

APPROVED: _____
Erick Larson, President

ATTEST: _____
Brian Ahier, Secretary-Treasurer

QUALITYLIFE INTERGOVERNMENTAL AGENCY
doing business as

"QLife Network"

RESOLUTION No. 16-004

A RESOLUTION AMENDING THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY'S POLICY FOR LINE EXTENSIONS.

WHEREAS, the QualityLife Intergovernmental Agency (QLife) is an open access provider of broadband services to The Dalles area, and;

WHEREAS, QLife has customers desiring service, and;

WHEREAS, QLife is willing and able to provide certain service to its customers, and;

WHEREAS, the QLife Board has a policy for line extensions for customers and wishes to amend that policy.

NOW, THEREFORE, BE IT RESOLVED BY THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY BOARD AS FOLLOW:

Section 1: QLife's Policy on Line Extension approved July 24, 2007 is repealed.

Section 2: The purpose of this policy is to establish a standard procedure for extending fiber optic lines from QLife's primary loop and spurs to other business locations.

Section 3: The primary purpose of QLife is to be a middle mile provider, which includes the loop and service hubs and spurs. This policy will allow, under certain conditions, QLife to extend fiber lines to certain customers in order to enhance the overall benefit of the fiber optic loop to the community and allow it to serve its primary mission of "Quality of Life Through Connectivity". QLife is an open network and as such, any potential user may connect to an appropriate location in accordance with this and other Board approved policies.

Section 4: When to Extend Lines

It will be the policy of QLife to extend fiber-optic spur lines with hubs from the loop for the following classes of customers if they qualify under the guide lines identified in Section 6.

A. Participant Customers (Participants). The Six customers identified in section 2 A of the rate schedule (Resolution 16-003). This category will receive first priority of QLife resources and will be given certain incentives identified elsewhere in the policy.

B. All other customers and wholesale providers.

Section 5: Type of Line Extension

A. For the purpose of this policy, there are three types of system line extensions:

1. Primary fiber optic loop, to be extended by QLife when the guidelines in Section 6 are met as determined by the Board.
2. Service Hub (includes spur line from primary loop) to be extended as outlined in Section 6.
3. Service line: fiber optic line from the hub to a customer's de-mark plant (where electronic device is located) as outlined in Section 6

B. Service lines will be extended to customer's facilities at a location approved by QLife. Customer will provide raceways from the exterior of the building to the approved customer de-mark location if located inside the building, in accordance with QLife specifications.

Section 6: Guidelines for Line Extension

The determination of eligibility for primary loop, hub and service line extensions and method for financing the cost of extending lines will be as follows:

A. Participants

QLife will use its resources to extend sections of the primary loop, Hubs and Service Lines to specific site, if the participant will sign a five (5) year service contract that guarantees QLife revenue over the life of the contract, sufficient to meet debt payments created by the costs of the extension or equal to costs paid for by QLife from reserve funds.

If less than a five year contract is signed by a participant they will have the three options identified in section B for Wholesale providers

B. Wholesale Providers and other customers have three options to then to pay non-recurring costs (NRC) for fiber optic line extensions needed to service new customers:

1. Pay QLife the actual costs of line extensions constructed by QLife contractors.
2. If the customer signs a three year service contract, QLife will pay 50% of the NRC up to an amount equal to one third of the projected revenue QLife will receive for the service contract (including both uplink and loop revenue under the Alternative Whole Pricing model). If the actual cost of extending a line exceeds 50% the fees that will be received from the customer, then the customer shall pay the additional cost.

3. At the time a provider proposes a new service line, , the proposer may also submit a proposal to construct the needed system improvements in accordance with QLife’s construction standards. QLife at its discretion may accept that proposal. The provider’s proposal can include the actual connection to QLife fiber if QLife had previously certified the provider’s splicer to do work on the QLife system.. QLife’s cost for the connection including inspection of the work done by a provider r will be reimbursed to QLife by the customer unless a three year contract is signed, in which case QLife will pay for up to 50% of the full connection costs, including work done by the provider on QLife’s service line, as allowed under section 6B(2) above..

Section 7: Equipment for Lit Services

The customer may either pay the full cost of equipment required for lit service or provide their own QLife approved equipment. Customer allows QLife rights and access to monitor line extensions using customers equipment

Section 8: Effective. This resolution shall be effective February 1, 2016.

PASSED AND ADOPTED THIS 21th DAY OF JANUARY 2016.

Voting Yes, Board Members: _____
Voting No, Board Members: _____
Absent, Board Members: _____
Abstaining, Board Members: _____

APPROVED: _____
Erick Larson, President

ATTEST: _____
Brian Ahier, Secretary-Treasurer

QUALITYLIFE INTERGOVERNMENTAL AGENCY
doing business as
"QLife Network"

RESOLUTION No. 16-003

A RESOLUTION AMENDING RESOLUTION No. 11-002 ESTABLISHING
SERVICE RATES AND FEES FOR THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY.

WHEREAS, the QualityLife Intergovernmental Agency (QLife) is an open access provider of broadband services to The Dalles area, and;

WHEREAS, QLife has customers desiring service, and;

WHEREAS, QLife is willing and able to provide certain service to its customers, and;

WHEREAS, the QLife Board wishes to adopt charges and fees for services it provides

NOW, THEREFORE, BE IT RESOLVED BY THE QUALITYLIFE
INTERGOVERNMENTAL AGENCY BOARD AS FOLLOW:

SECTION 1: All previous pricing Resolutions are repealed including but not limited to Resolution 16-003 and Resolution 16-004 and QLife's Policy on Lease of Dark Fiber approved July 24, 2007 are both repealed and replaced by 16-00????????????.

SECTION 2: Customer Classes. For the purpose of this resolution, QLife shall have two classes of customers.

A. Participant Customers (Participants). The following specific customers who played an essential role and assumed some risk in helping the QLife system become operational:

1. Wasco County
2. City of The Dalles
3. Mid-Columbia Medical Center
4. Northern Wasco County School District 21
5. Region 9 Education Service District
6. Columbia Gorge Community College

B. All Other Customers including Wholesalers

SECTION 3: Rates and Fees. Effective the date of this resolution service rates, fees and charges for the QLife system shall be as follows:

A. Broadband Transport Service.

Board Option:

1. ~~Participants. Existing pricing as established in a prior service order shall remain in place for that specific service drop provided the Board may amend this pricing to keep up with market conditions no more frequently than once every three years and in an amount not more than 10% of the monthly reoccurring cost of the service order. Either the amount established in an existing service order previously signed between the participant and QLife and any continuation of those service orders or, for new service requested after the adoption of this resolution or for upgrades to existing services the following pricing shall apply:~~

~~+~~

- a. 10 Mbps; \$200/ month,
- b. 20 Mbps; \$300 month
- c. 100 Mbps; \$400/ month
- d. 1,000 Mbps. service \$850 /month

Board Option:

- a. 10 Mbps; \$100/ month,
- b. 20 Mbps; \$200 month
- c. 100 Mbps; \$300/ month
- d. 1,000 Mbps. service \$500 /month

2. Other Customers. for new service requested after the adoption of this resolution:

- a. 10 Mbps; \$200/ month
- b. 20 Mbps; \$300 month
- c. 100 Mbps; \$400 /month
- d. 1,000 Mbps; \$850/month

B. Alternative Wholesale Pricing:

Internet Service Providers (ISP) may use this uplink port pricing model for all customers not under the terms of an existing service order.

- 1. Uplink Port: 100Mbps \$ 1,200/month
 500 Mbps \$ 2,400/month
 1000 Mbps \$, 2,600/month

Comment [DB1]: I have no stake in this game but I believe it is the intent to afford Participants some preferred pricing due to the fact that they were the initial catalysts in building QLife. The proposed language does not give any pricing benefits and in fact puts them at risk of rate increases. They would be better off signing up as a non-participant in this instance.

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D. Other Service. The costs for all customers (both participants and wholesalers) shall be as follows:

1. Collocation in QLife City Hall Equipment room includes 10 Amp AC Power with generator back up if available.

Full rack: \$400 per month;

Half rack: \$250 per month;

Single Deck or ~~our~~ Rack Unit: \$100 per month

2. Antenna/Dish on City Hall:

First: \$150 per month;

Each Additional: \$50 per month

3. Turn up fee for new or upgraded network connections:

10 Mbps. \$200 non-recurring charge (NRC)

100 Mbps. \$200 NRC

1,000 Mbps. \$ 200 NRC

4. NRC for charges for equipment and service installation will be actual costs unless a cost share of service installation is agreed to under QLife's Line Extension policy (~~Resolution 16-004~~See Below).

5. Delinquent accounts: 18% (1.5% per month) late charges.

6. Termination Fee: Cost of placing a customer on termination list - \$5 (Third Notice).

7. Reconnection Fee: Cost of reconnecting a customer whose service has been terminated ~~\$20~~200.

8. Non-Sufficient Funds Check Fee: \$25.

9. Special Service Fee: ~~\$20~~50.00 or actual cost if over \$50.00

SECTION 4: Lines Extensions

It will be the policy of QLife to extend fiber-optic spur lines with hubs from the loop for the following classes of customers if they qualify under the guidelines identified in Section 6.

A. Participant Customers (Participants). The Six customers identified in section 2. This category will receive first priority of QLife resources and will be given certain incentives identified elsewhere in the policy.

B. All other customers and wholesale providers.

Section 5: Type of Line Extension

A. For the purpose of this policy, there are three types of system line extensions:

1. Primary fiber optic loop, to be extended by QLife when the guidelines in Section 6 are met as determined by the Board.
2. Service Hub (includes spur line from primary loop) to be extended as outlined in Section 6.
3. Service line: fiber optic line from the hub to a customer's de-mark plant (where electronic device is located) as outlined in Section 6

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B. Service lines will be extended to customer's facilities at a location approved by QLife. Customer will provide raceways from the exterior of the building to the approved customer de-mark location if located inside the building, in accordance with QLife specifications.

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Section 6: Guidelines for Line Extension

The determination of eligibility for primary loop, hub and service line extensions and method for financing the cost of extending lines will be as follows:

A. Participants

Board Option 1: QLife may use its resources to provide an 80% cost share to extend sections of the primary loop, Hubs and Service Lines to a specific site, if the participant will sign a five (5) year service contract that guarantees QLife revenue over the life of the contract, sufficient to meet debt payments created by the costs of the extension or equal to costs paid for by QLife from reserve funds. If revenue over the life of the contract is not sufficient to cover the costs of the Extension the Participant may pay the difference at their sole cost. Any request for a cost share incentive is at the option of the Board and shall be in alignment with the goals and initiatives of QLife.

Board Option 2: QLife may use its resources to extend sections of the primary loop, Hubs and Service Lines to a specific site, if the participant will sign a five (5) year service contract that guarantees QLife revenue over the life of the contract, sufficient to meet debt payments created by the costs of the extension or equal to costs paid for by QLife from reserve funds. If revenue

over the life of the contract is not sufficient to cover the costs of the Extension the Participant may pay the difference at their sole cost. Any request for a cost share incentive is at the option of the Board and shall be in alignment with the goals and initiatives of QLife.

If less than a five year contract is signed by a participant they will have the three options identified in section B for Wholesale providers

B. Wholesale Providers and other customers have three options to pay non-recurring costs (NRC) for fiber optic line extensions needed to service new customers. Any request for line extensions under this section is at the option of the Board and shall be in alignment with the goals and initiatives of QLife. All line extensions upon completion shall become the sole property of QLife.:

1. Pay QLife the actual costs of line extensions constructed by QLife contractors.
2. If the customer signs a three year service contract, QLife will pay 50% of the NRC up to an amount equal to one third of the projected revenue QLife will receive for the service contract (including both uplink and loop revenue under the Alternative Whole Pricing model). If the actual cost of extending a line exceeds this amount, then the customer shall pay the additional cost. This credit toward connection costs is a one-time use it or lose it cost share. For each customer drop this credit will be given on the initial service order only. As additional customers are added to the loop, NRC cost share will be given for each additional order based on this same formula. All cost share dollars are use it or lose it for the order they were earned on and cannot be carried forward to future orders. If Host Circuits are upgraded, only the incremental revenue would count towards the cost share calculation and would only be available to circuits ordered in conjunction with the host circuit upgrade. ~~no cost share will be available for the upgraded circuit.~~
3. At the time a provider proposes a new service line, **the provider may also submit a proposal to construct the needed system improvements in accordance with QLife's construction standards. QLife at its discretion may accept that proposal. The provider's proposal can include the actual connection to QLife fiber if QLife had previously certified the provider's splicer to do work on the QLife system. QLife's cost for the connection including inspection of the work done by a provider will be reimbursed to QLife by the customer unless a three year contract is signed, in which case QLife will pay for connection costs, as allowed under section 6B(2) above**
4. **Provider would be allowed to build portions of the network extension being requested at the sole discretion of QLife. Provider would build the agreed upon segment at a cost equal to the amount allocated to that segment or at providers cost, whichever is less. Provider will submit to QLife a detailed accounting of the segment costs upon completion.**

Comment [WC3]: Need Keith's input here on public contracting

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Comment [WC4]: Not sure about this language because it may not be cost or operationally efficient to manage two contractors on a single build when one could do all of the work. Public contracting rules need to be evaluated. May need to solicit for companies to provide services at a base rate and have several that are pre-approved or some variation thereof.

Section 7: Equipment for Lit Services

The customer may either pay the full cost of equipment required for lit service or provide their own QLife approved equipment. Customer allows QLife rights and access to monitor line extensions using customer's equipment

Term of Fees. These fees shall remain in effect until ~~which such time as~~ the QLife Board, by a majority vote, amends all or portions of these fees.

SECTION 5: Effective. This resolution shall be effective ~~February 1, 2016~~ June 1, 2016

PASSED AND ADOPTED THIS ~~26th~~ DAY OF ~~JANUARY~~ May, 2016

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Voting Yes, Board Members: _____
Voting No, Board Members: _____
Absent, Board Members: _____
Abstaining, Board Members: _____

APPROVED: _____
Erick Larson, President

ATTEST: _____
Brian Ahier, Secretary-Treasurer

Discussion: Credit Lines at Major Distributors

- [Credit Line at Major Distributors – no documents submitted. Return to Agenda](#)

Administrative Overhead Costs

- [Proposed Intergovernmental Agreement](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
QUALITYLIFE INTERGOVERNMENTAL AGENCY (QLIFE)
AND
WASCO COUNTY (COUNTY)**

Recitals:

1. WHEREAS, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and
2. WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et. seq; and
3. WHEREAS, QLife is an intergovernmental agency created by an agreement between the City of The Dalles and Wasco County for the purpose of providing broadband services to the community; and
4. WHEREAS, it is the intent of QLife to manage and operate its telecommunications system by contracting out for needed operational services; and
5. WHEREAS, Section 1.37 of the Intergovernmental Agreement creating the QLife Agency provides that each party “may provide in-kind services to further the purposes of the IGA (Intergovernmental Agreement) as each Party deems necessary or desirable” and further, that such in-kind services “shall not be reimbursed from the IGA or other parties, unless otherwise agreed;” and
6. WHEREAS, the County has determined it has the ability to provide needed administrative and clerical services for QLife previously provided by City of The Dalles without significantly impacting the County’s ability to perform its normal operations (and may in the future also assume financial accounting services currently being provided by City of The Dalles) and the County and QLife have agreed the County should be appropriately compensated for the services to be provided to QLife; and
7. WHEREAS, QLife has the financial ability to compensate the County for services to be provided to QLife, as QLife has been actively providing service to customers and collecting fees for those services; and
8. WHEREAS, the parties desire to enter into an intergovernmental agreement which outlines the services the County will provide to QLife, the compensation to be paid to the County by QLife for such services, and how such compensation will be paid.

NOW, THEREFORE, the parties agree as follows:

Section I: County Duties: In consideration of the compensation to be paid to the County under Section II, the County agrees to provide the following services upon request from designated QLife

officials:

- A. Financial Accounting Services as follows: (The City of The Dalles will continue to provide these services at the same level as it has in the past, from April 1, 2016 until such time as County is ready and able to assume responsibility for these service from the City.) At the same standard the County provides for its own Fund accounting, as to:
1. Budgeting – All activities required by the State of Oregon budget law including preparation of the annual budget and submittal to the QLife Board of monthly budget report showing expenditures and revenues.
 2. Purchasing and contractual duties as required by the Agency’s Contract Review Board Rules.
 3. Accounts Payable – a minimum of twice a month payments.
 4. Accounts receivable including monthly billing of customers.
 5. General ledger accounting.
 6. Assist Auditor with annual audit.
- B. Secretarial Services – Attend Board meetings, take minutes, send out necessary meeting notices, prepare documents and correspondence for Board. See Attachment A for detail regarding secretarial services.
- C. Administrative Services – QLife shall pay the County for administrative services annually the sum of \$15,000.00 for services provided by the County Administrative Officer or other paid County officials, on behalf of QLife, excluding attendance at Board meetings, including, but not limited to, preparation of QLife documents, correspondence, meetings, working with other QLife contractors, customers and others, responding to inquiries by e-mail, telephones, or in person. See Attachment B for detail regarding administrative services.
- QLife’s reimbursement for administrative services will not include time County staff spends looking out for the interest of the County by reviewing documents for the County, attending meetings for the County, and preparing reports and information on QLife issues for the County Board of Commissioners.
- D. COUNTY shall submit bills to QLife and be reimbursed quarterly, for services and amounts as described in Section I C above and II A below.

Section II: QLife Duties: In consideration of the services provided by County, QLife agrees as follows:

- A. To compensate County for financial and secretarial services based on actual salary paid employee providing the service plus the cost of the following: Health Insurance, Retirement,

FICA, Workers Comp Insurance and Life Insurance fringe benefits. The County overhead costs or materials will be charged, except for actual postage cost.

B. All invoices for services will be due and payable within 15 days of the date of the invoice.

Section III: General Terms:

A. Term of the Agreement - This contract shall commence upon the first day of April, 2016, and the initial term of the contract will continue until June 30, 2017. Thereafter, this contract will be renewed on an annual basis beginning with the term that will commence on July 1, 2017, unless either party provides written notice of intent to terminate this contract at least sixty (60) days prior to June 30th of each year thereafter. The contract may also be terminated at any time by mutual agreement of both parties.

B. Assignment - The responsibility for performing the services under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise referred by the County to a third party without prior written consent of QLife.

C. Indemnification - Each party shall hold harmless and defend the other party, its officials, agents, and employees from and against any and all claims, damages, lawsuits, and expenses, including attorney fees, that is the result of an error, omission or negligent act of either the County or QLife arising from the performance or non-performance of any of their respective duties set forth in this agreement.

D. Attorney fees. If by reason of any default on the part of either QLife or the County, litigation is commenced to enforce any provision of this agreement or to recover for a breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, reasonable attorney fees in such amount as is fixed by the court.

E. Notices - All notices required to be given under this agreement as required by law shall be in writing and delivered to the parties that follow:

QLife, Board President
c/o Administrator
511 Washington Street
The Dalles, OR 97058

Chairman, Board of Commissioners
Wasco County Courthouse
511 Washington Street
The Dalles, OR 97058

F. Applicable laws - The laws of the State of Oregon shall be used in construing this Agreement, including determinations concerning the enforcement of the respective rights and remedies of the parties.

G. Merger - There are no other undertakings, promises, or agreements either oral or in writing other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties.

H. Subordination to Intergovernmental Agreement – This agreement shall be considered subordinate to the Intergovernmental Agreement creating QLife Intergovernmental Agency

QLIFE

COUNTY

Keith Mobley, Agency Attorney Date

Kristen Campbell, County Counsel Date

ATTACHMENT A – SECRETARIAL DETAIL

Title: QLife Secretary

1. State and Federal forms including: FCC Forms 477, 473, 498 and certifying BEARS (e-rate invoices that the school district and ESD create), Form L and annual fee statement.
2. Answer phones, direct inquiries to the appropriate person, assist customers with billing questions (in coordination with Finance)
3. Process invoices, coordinate with technical manager when projects are complete and ready to bill as well as if incoming invoices are pass through.
4. Keep spreadsheets of projects that have an up to limit so that we don't over bill.
5. Spreadsheet for all payments made (monthly for board packet)
(This duty to be performed by City until transfer of Financial Services to County completed)
6. Spreadsheet of all customers and charges identified by SO
7. Create Invoice to QLife for staff time
8. Create SO's and make sure numbers are correct, billing is clear and fully executed
9. Coordinate with City of The Dalles finance to assure A/P and A/R are accurate, signature cards for checking account and credit card are up to date
10. Code and forward all invoices to Board President for authorization
11. Create draft agendas - assure Board packets are complete and are distributed in a timely fashion
12. Attend all board meetings and take minutes
13. Create and work trade booths
14. Maintain QLife website
15. Keep records of resolutions

ATTACHMENT B – ADMINISTRATIVE SERVICES DETAIL

Title: QLife Administrator

Duties and Responsibilities:

Section 1: Administrative Structure and Responsibilities

The Administrator is the Chief Appointed Officer of QLife and works under the general direction of the QLife Board.

Section 2: Duties

The Administrator's duties shall include the following:

1. Coordinate with and obtain the assistance of the QLife Attorney as needed.
2. Monitor QLife's other contracts for services (i.e.; engineering, network technical operation, GIS and finance).
3. Be QLife's primary contact for current and new customers desiring QLife services; including providing quotes and completing and implementing service orders with assistance of QLife's Engineer and Network Technician.
4. Manage all other leases, contracts and agreements that QLife has or may enter into.
5. Fill out and submit all required Local, State and Federal reports, forms and permits with the assistance of QLife's Attorney, as needed.
6. Prepare the QLife budget and be responsible for monitoring revenues, expenditures, and obligations. The Administrator will adhere to QLife's Purchasing Policy.
7. Work with the City of The Dalles Finance Director on financial issues and transactions.
8. Be the project manager on all construction projects for QLife unless otherwise directed by the Board. This will include bid preparation and subsequent compliance by the contractor.
9. Implement QLife's Strategic plan including all goals and objects and give regular reports to the Board on the progress of each.
10. Prepare and implement a five (5) year capital improvement plan with regular reports to the Board.
11. Pursue grant opportunities and prepare grant applications.
12. Record Board Meetings and produce and maintain records of all Board activities, including but not limited to agendas, notice of meetings, minutes, and correspondence.
13. Maintain records and filing systems and all other administrative functions pertaining to QLife.
14. Attend Board meetings and provide a monthly report to the Board on QLife's activities.

15. In consultation with the Board Chair, prepare the Agendas for QLife Board meetings and provide reports on action and discussion items as needed.
16. Attend meetings and conferences pertaining to management and operation of QLife and be reimbursed for reasonable expenses incurred in such travel.
17. Work a schedule that best meets the needs of QLife as approved by the Board.
18. From time to time may be assigned additional tasks or responsibilities that can be accomplished within the time allotted under the contract.

Maupin Project Update

- [Phone conference with Commstructure \(no materials\)](#)
- [Gorge.net Agreement](#)

AGREEMENT

PARTIES: QualityLife Intergovernmental Agency, doing business as Q-Life Network (QLife)

Gorge Networks, Inc., an Oregon Corporation (Gorge Net)

PURPOSE: The parties have an opportunity to increase the quality and quantity of bandwidth available in Maupin and portions of southern Wasco County, Oregon. Working cooperatively will leverage the assets of the parties to the advantage of the citizens of that community and the parties.

AGREEMENT

Section 1: QLife and Gorge Net agree as follows:

A. QLife [and the City of Maupin have](#) been designated as the recipient of approximately \$410,000.00 in funds to be available through the lottery bond financed program under the direction of the Oregon Business Development Department and the North Central Regional Solutions Advisory Committee.

B. Those funds are being made available for economic development purposes, in support of an initiative to increase the availability of broadband in this region. QLife has identified the establishment of a point of presence (POP) within the City of Maupin that will be connected to a long haul fiber optic provider that will connect the new Maupin POP to QLife's current The Dalles POP creating the availability of high capacity broadband within that community and the region.

C. QLife has established itself as a provider of middle-mile fiber connectivity within the City of The Dalles. It is co-owned by Wasco County as the other member of the Intergovernmental Agency.

D. The delivery of "last-mile" telecommunications services has to the extent possible been left to private providers who serve the region, but have for business reasons been unable to invest the funds needed to provide the level and quality of services available through QLife.

E. QLife will work with LS Networks to establish a POP, which will be owned and operated by LS Networks; QLife will assist the City of Maupin in the design, construction and operation of the middle-mile fiber system, which is to be owned by the City of Maupin. This fiber system is further described in Exhibit A.

F. Gorge Net will have the use of the POP and fiber system to enhance its service to current and future customers.

Section 2: QLife agrees that it will provide leadership and assistance for:

A. The construction of the Maupin Fiber Optic System and POP identified in Exhibit A, including fiber to the Gorge Net facilities and/or customers identified in Exhibit B.

B. Acquisition of Fiber Transport Service from the Maupin POP to QLife's The Dalles POP and provision for Gorge Net use of that connection at the rates identified in Exhibit C and additional terms identified in QLife's standard Service Order (see Exhibit D).

C. Provision of ISP space for at least one (1) rack in QLife's collocation space at the Maupin POP for the fees described in section 3C including adequate power for ISP's telecom equipment. ISP will have 24x7 access to the POP for maintenance and service issues.

D. Connection for ISP to connect to QLife's fiber for the fees identified in section 3 C below.

Section 3: Gorge Net agrees that it will:

A. Install at least one equipment rack in QLife's space in the Maupin POP.

B. Execute QLife service orders for fiber connection, to the specific locations identified in Exhibit C.

C. For the privilege of using the QLife Maupin System identified in Exhibits A and B, pay QLife 10% of gross revenue on all directly connected fiber customers (as identified by service orders executed for each service). Gross revenue does not include revenue from customers that are connected via means other than fiber (i.e., wireless), that pass through an ISP POP (i.e., wireless aggregation point) on the fiber system. The calculation of gross revenue will also not include the fees QLife pays the ISP for operation of the Maupin Public WiFi System. No cross connect fees will be assessed to cross connect with any other ISP in the POP. Gross revenue is defined as monthly recurring revenue associated with broadband service and telephone service to customers directly connected to the Maupin fiber. Gross revenue does not include any taxes, fees, call features, video, webhosting, hardware, or non-recurring revenue.

D. Multipoint revenue will be prorated by dividing total revenue by the number of points in a multipoint configuration and applying that rate to the connections on Maupin fiber. For example, gross revenue for a point-to-point connection between a site on Maupin Fiber and a site in The Dalles would be defined as 50% of the total revenue for that service.

E. Gorge Net will provide sufficient detail to allow audits by QLife or its agents of services provided and amounts paid for all services that are subject to the terms and conditions of this agreement. Payments will be quarterly, and will include a report in a form and level of detail mutually acceptable to the parties.

Section 4: The ISP reserves the right to install at their own expense and to the QLife standards, any new customer ISP brings on to the Maupin fiber. QLife will provide at its own expense fiber assignment and other technical services to connect customer to its fiber system.

Section 5: Term: The initial Term of this agreement is for 5 years. The parties may agree to an extension of this agreement. If no extension is signed, this agreement will continue until either party gives a written 30-day notice to the other party.

Comment [WC1]: This does not make sense to me. If you can't have one without the other why would we cut the cost in half?

Approved as to Form:

Gorge Networks, Inc.

Legal Counsel for QLife Network

By: _____

Name
: _____
Print/Type

Title: _____

Date: _____

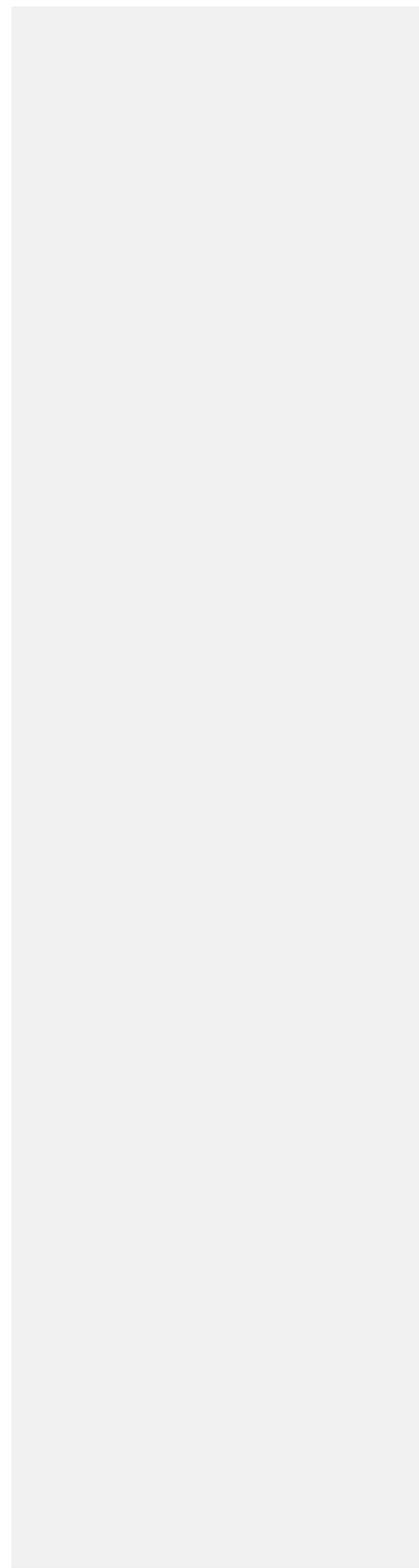


Exhibit C

QLife's Maupin Broadband System Fees

I. Middle Mile Fee: For the privilege of using QLife's Fiber Optic Middle Mile system in Maupin and for the right to locate one (1) standard equipment rack in QLife's Maupin POP rack allocation, customer shall quarterly pay QLife an amount equal to 10% of the revenue received by the customer for the prior three months for services they provide over this QLife system (as identified by service orders executed for each service). See paragraph 3 C for further terms and conditions related to payment.

II. Collocation Space: includes 10 Amp AC Power with generator back up:
\$400 for each rack per month.

III. Transport from Maupin POP to The Dalles POP:
\$500 for 100 Mbps.

Comment [WC2]: Do our rates ever go up with the cost of doing business? I do not see an escalator here nor do I see an escalator in any of our Qlife pricing resolutions? In other words once we have a signed service order does it ever go up during the life of that customer?

Executive Session: (2)(g) Competitive trade or commerce negotiations and (2)(m)(E) Discuss information regarding security of telecom systems and data transmission.