

AGENDA

QLife Regular Board Meeting

Tuesday, October 18, 2016
Noon
Wasco County Courthouse
Deschutes Room – B08

1. Approval of Agenda
2. [Approval of August 25, 2016 Board Minutes](#)
3. [Financial Report](#) – Kate Mast
4. [Reports](#) – John Amery
5. [Amendment to QLife/Maupin IGA](#) – Tyler Stone
6. [Discussion: Board Participation](#) – Tyler Stone
7. [Maupin Project Update](#) – Erik Orton
8. [Executive Session: \(2\)\(e\) Real property; \(2\)\(g\) Competitive trade or commerce negotiations and \(2\)\(m\)\(E\) Discuss information regarding security of telecom systems and data transmission.](#)
9. [Public Hearing: Exceptions to Local Contract Rules](#)
 - a. LSN Joint Build
 - b. BPA Fiber Change out
10. Old/New Business
11. Next Meeting Dates: Regular Board Meeting, November 24, 2016 Noon
12. Adjourn

Agenda subject to change

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 August 25, 2016 Board Minutes

- [Board Minutes](#)



MINUTES

Q-Life Regular Board Meeting
Thursday, August 25th 2016
Noon
Deschutes Room, Wasco County Courthouse

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

Roll Call: Erick Larson, Brian Ahier, Scott Hege, Tyler Stone, Tawny Wade, John Amery, Keith Mobley, Erik Orton(Skype) and Dan McNeely(Skype).

Approval of August 25, 2016 Agenda: It is noted that financial reports are removed from the Agenda. Brian Ahier moves to approve the Agenda as edited. Scott Hege seconds, motion passes.

Approval of July 28, 2016 Board Minutes: Scott Hege suggests rewording the MCF&R review. The minutes stated Scott Hege questioned MCF&R expenditures and asks it be edited to reflect he was inquiring about the MCF&R fiber project expenditures, not the organization's expenditures. Also he asks for explanation of the acronym "CIP", which is capital improvement project. Scott Hege moves to approve the minutes as amended, Brian Ahier seconds, motion passes.

Reports: John Amery states that the new monitoring system is in place and he is now working on customization. John also explains the bi-sector hut by St. Mary's went offline for a period of time, about 6 hours. He also explains that there was only 30 seconds of outage because the electronics switched over to bypass to City Hall.

Review of MCF&R Project: Tyler Stone explains the project is still in engineering so the engineering expenses shown to the Board are not final numbers. John Amery estimates engineering will come in over ten thousand dollars. Tyler explains there are two locations listed on the original service order, even though QLife will only be billing for one location.

The Board was presented with the totals of current expenses and estimated project revenue. Tyler Stone explains the project will be a financial loss.

*side note – an email came to Tawny Wade during the meeting from Dan Bubb stating he was prepared to sign the discussed ISP agreement for the Maupin Project.

Maupin Project Update: Erik Orton and Dan McNeely join the meeting via Skype. Tyler Stone tells Commstructure that QLife will attempt to get signatures for the easements using Frank Kay's help.

Dan McNeely states that the Maupin Project design is now in CAD drawing. Regarding the pole loading, Commstructure is still waiting to hear from Wasco Electric for approval. Final designs are dependent on approval from WEC. Keith Mobley offers to call Jeff Davis at WEC to see if there is anything we can do to get approval in a more timely manner. WEC has a 45 day window to respond to our application, Commstructure will review application and inform Tawny and Keith how close we are to that date.

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

New/Old Business: Erik Orton presented options for the Joint Trench Project in Executive Session. Brian Ahier moves to approve Option #1 minus the vaults, vaults will be placed as needed. Scott Hege seconds, motion passes.

The options for the BPA Fiber Change-out Project were also presented in Executive Session. Scott Hege move to approve Option #2 unless we can get participation from customers in which case we would use Option #1. Brian seconds, motion passes.

Scott Hege moves to approve that staff has the authority to allow customers to build out portions of their projects. Brian Ahier seconds, motion passes.

Next meeting on September 29, 2016 at noon.

Submitted by Tawny Wade

Signed: _____
Brian Ahier Secretary/Treasurer

Financial Reports

- [Monthly Disbursements](#)

QLIFE MONTHLY TRANSACTIONS

REVENUE BILLED LAST MONTH:

FUND: OPERATING 600			
FISCAL YEAR: 2016-17			
PERIOD DETAIL: September 15 - October 14			
CODE	PAYEE	DESCRIPTION	TOTAL
600.6000.000.58.10	Wasco County	Lunch reimbursement	\$164.25
600.6000.000.69.50	Wasco County	QLife Poster Map	\$44.00
600.6000.000.34.30	Wasco County	NESC Handbook	\$285.00
600.6000.000.32.20	Keith Mobley	Legal Services	\$270.00
600.6000.000.32.20	Keith Mobley	Maupin Legal Services	\$825.00
600.6000.000.53.30	GorgeNet	Telephone	\$35.13
600.6000.660.69.70	City of The Dalles	ROW fees	\$1,689.15
600.6000.000.34.10	Commstructure	Misc. Conflict Review	\$1,797.50
600.6000.000.34.10	Commstructure	MCF&R	\$972.88
	Commstructure	BPA	\$872.50
	Commstructure	Technical Consulting	\$165.00
	Commstructure	NESC Compliance	\$75.00
	Commstructure	NJUNS/Joint Use	\$93.75
	Commstructure	OSP Insight	\$202.50
	Commstructure	Maupin Expansion Design	\$6,357.50
TOTAL:			\$13,552.91

Reports

- [Aristo Technical Management Report](#)

Aristo Networks LLC
Technical Management Report
By
John Amery
09/23/2016

Items of Discussion:

- Qlife OSP (Outside Plant) Specifications
 - We are currently re-evaluating how Qlife engages contractors for customer extensions.
 - We are developing Qlife specifications for OSP build out.
 - We are developing process flows for acquiring solutions with long term benefit along with processes for control quality and acceptance of new OSP build outs.

Amendment to QLife/Maupin IGA

- [Signed QLife/Maupin IGA](#)
- [First Amendment to QLife/Maupin IGA](#)

INTERGOVERNMENTAL AGREEMENT

Agreement, made this 7th day of January, 2016, by and between the City of Maupin, an Oregon municipal corporation (“City”); and the QualityLife Intergovernmental Agency, an entity created by an intergovernmental agreement authorized by ORS Chapter 190 (“QLife”), (each of which is referred to herein individually as a “Party” and collectively as the “Parties”).

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 191.101 et. seq.; and
3. WHEREAS, the Parties hereto are, through QLife, together engaged in a project known as the Maupin Broadband Project and hereafter referred to as the Project, to enhance telecommunications services for economic development and other purposes within City; and
4. WHEREAS, certain grant and loan funds needed for the project are available on the basis of an application submitted by City individually and not otherwise; and
5. WHEREAS, conditions for the award of such grant and loan funds require the grantee/borrower which uses the funds to purchase any assets to have ownership of those purchased assets, and
6. WHEREAS, City is willing and able to apply for such funds in collaboration with QLife, and when available to City, to use them for the purchase of assets essential to the project; and
7. WHEREAS, such assets as are purchased and owned by City must be available for use as part of the project; and
8. WHEREAS, the Parties desire to enter into an intergovernmental agreement which sets forth the general principles concerning responsibility for repayment of loans obtained for the benefit of the project;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. QLife will in the name of and on behalf of the City apply for loan and grant funding through the Special Public Works Fund and Regional Solutions Program of the Oregon Business Development Department, in the amount set forth in the budget approved by the QLife board of directors.

2. If City is successful in its application:
 - a. The funds as received will be held by the City in the City's name, but for uses of the Project set forth in the approved budget and work plan of QLife.
 - b. QLife with the cooperation of the City will be responsible for managing the requirement of any grant and loan agreements signed for the purposes of the Project.
 - c. QLife may at its discretion commit other grants, loans or resources to the Project.
3. When such loan or grant funds are expended for the purchase of physical assets, ownership and the right to operate such assets shall be vested in City, but except as provided herein, such assets shall be for use and application in accordance with the goals and purposes of the Project, including but not limited to:
 - a. Construction and expansion of a middle-mile fiber optic Broadband System in the Maupin area.
 - b. Repayment of any loans acquired for construction of the Maupin Broadband System.
 - c. Operation of the Broadband System.
 - d. Repayment to QLife for any resources it used to construct the Broadband System.
4. When requested by City by invoice or other written communication, QLife agrees to make all payments, including principal, interest and any related fees or charges incurred by City in connection with obtaining the loan and grant funds for the use and benefit of QLife, and to indemnify, save and hold City harmless from such obligation.
5. In the event QLife defaults in any of its obligations set forth in paragraph 4 above, and the default remains uncured after 30 days, written demand for cure will be delivered to QLife by the City. If QLife has not cured the default within 30 days of written notice, the City may seek reimbursement from QLife of such obligation by any legal means available to it.
6. This agreement will be effective upon full execution by the Parties, and will continue in full force and effect unless terminated by subsequent written agreement or action of the Parties as provided herein.
7. This agreement may be executed in any number of counterparts and by the Parties in separate counterparts, any one of which shall constitute an agreement between and among the Parties.

8. In the event of disagreement among the Parties, resolution shall be in accordance with the provisions of Article IV, Dispute Resolution, of the intergovernmental agreement creating QLife.

9. This agreement may be amended by mutual written agreement of the Parties, signed by all of the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates set forth opposite their names below.

QualityLife Intergovernmental Agency, dba QLife Network

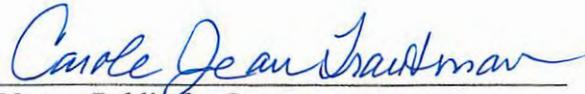
State of Oregon)
) ss
County of Wasco)

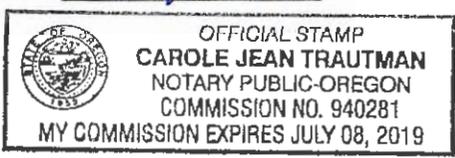
By: 
Date: 1/13/2016, ²⁰¹⁶~~2015~~

SIGNED OR ATTESTED before me this 13th day of January, ²⁰¹⁶~~2015~~, by Erick Larson, President, Quality Life Intergovernmental Agency.

Approved as to Form:

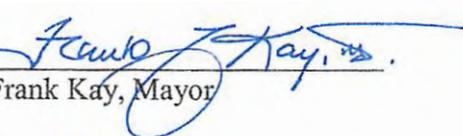

Keith Mobley, Attorney for QLife


Notary Public for Oregon
My Commission Expires: 07/08/2019



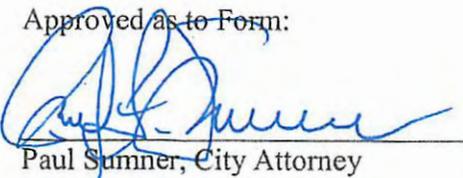
City of Maupin

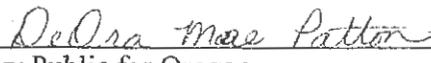
State of Oregon)
) ss
County of Wasco)

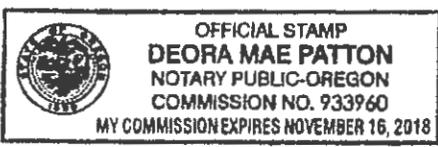
By: 
Frank Kay, Mayor
Date: Dec 16, 2015

SIGNED OR ATTESTED before me this 16th day of December, 2015, by Frank Kay, Mayor, City of Maupin

Approved as to Form:


Paul Sumner, City Attorney


Notary Public for Oregon
My Commission Expires: 11-16-2018



**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

CITY OF MAUPIN – QUALITYLIFE INTERGOVERNMENTAL AGENCY

The City of Maupin, an Oregon municipal corporation (“City”) and the QualityLife Intergovernmental Agency, an entity created by an intergovernmental agreement authorized by ORS Chapter 190 (“Q-Life”) entered into an intergovernmental agreement dated January 7, 2016. These parties now agree to the following amendments to that intergovernmental agreement.

RECITALS:

1. The Maupin Broadband project described in the intergovernmental agreement between the parties has progressed to the point where certain operational, management, and financial details must be addressed.
2. City has entered into a franchise agreement with LS Networks that will generate revenue in the form of a franchise fee.
3. City owns and will continue to own the middle-mile infrastructure that will be managed by Q-Life.
4. Q-Life has incurred costs, and will continue to incur costs in performing its obligations for the management of the middle-mile infrastructure.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City will establish a separate fund into which all franchise fees generated under the management of Q-Life will be paid and maintained.
2. Q-Life will be entitled to access funds in the franchise fee account in order to meet its operational needs not otherwise being met by revenues it generates through its participation in the Maupin Broadband project.
3. On the first anniversary of the day the Maupin Broadband project becomes operational, the parties will review income and expenses associated with the project, together with capital and reserve considerations, to determine how franchise fee revenues will be distributed thereafter.
4. The terms and conditions of the Intergovernmental Agreement dated January 7, 2016 are amended as set forth above, but are otherwise ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth opposite their names below.

SET UP FOR SIGNATURES

Discussion: Board Participation

- No documents submitted – return to agenda

Maupin Project Update

- [Phone conference with Commstructure \(no materials\)](#)

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