

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
QUALITYLIFE INTERGOVERNMENTAL AGENCY (QLIFE)
AND
PORT OF THE DALLES (PORT)**

This Intergovernmental agreement is entered into by and between the Port of The Dalles, an Oregon municipal corporation formed under ORS Chapter 77 ("Port"), and the QualityLife Intergovernmental Agency, an entity created under ORS 190 and doing business as QLife Network ("QLife") (each of which is referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS:

1. WHEREAS, the Parties hereto are authorized to enter into this Agreement creating an intergovernmental agency pursuant to their respective principal acts and ORS 190.003 to 190.265; and
2. WHEREAS, Port has and is willing to transfer ownership to certain buried conduit in its new North Chenoweth Business Park, as shown on Exhibit A; and
3. WHEREAS, QLife, in support of economic development, is willing to extend fiber optic cable to new customers in the new business park; and
4. WHEREAS, the Port also desires to promote economic development through the use of its telecommunications infrastructure and is willing to transfer ownership of the buried conduit;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Effective Date: The effective date of this Agreement is September 25, 2014.
2. Term: This Agreement shall be perpetual unless the Parties agree to its termination.
3. Use and Ownership of Conduit: Port hereby grant to QLife, without charge, the ownership of the section of buried conduit in the North Chenoweth Business Park, as shown on Exhibit A, on the following terms and conditions:
 - 3.1. QLife will use the conduit to provide services to tenants in the North Chenoweth Business Park that agree to purchase services at same prices and conditions as other customers;
 - 3.2. QLife may install new conduit junction boxes and make such other changes to the conduit as may be necessary to meet its needs in the use of the conduit;

- 3.3. QLife will have and maintain ownership of the conduit, the inner ducts and any improvements made to the conduit and junction boxes;
 - 3.4. QLife will own and be responsible for the buried conduit as associated with additional improvements for its maintenance and repair;
 - 3.5. QLife will be entitled to extend services from the conduit to users, and all such extensions and service will be owned by QLife.
 - 3.6. When requested by Port, QLife will report, in general terms, the extent of its use of the conduit.
4. Dispute Resolution: If a dispute arises between the Parties regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by negotiation, followed by binding arbitration if negotiation fails to resolve the dispute.
- 4.1. Negotiation. The Board Member or other persons designated by each of the disputing parties will negotiate on behalf of the Parties they represent. The nature of the dispute shall be reduced to writing and shall be presented to each of the disputing Parties who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such a resolution, which when signed by each disputing Party will be binding up on the Parties.
 - 4.2. Binding Arbitration. If the dispute cannot be resolved by negotiation within forty-five days, the parties shall submit the matter to binding arbitration. The Parties shall attempt to agree on an arbitrator. If the Parties cannot agree on an arbitrator within ten (10) days, the Parties shall submit the matter of determining an arbitrator to the Presiding Judge of Wasco County Circuit Court. The common costs of the arbitration shall be borne equally by the Parties. Each Party must bear its individual costs and fees.
5. Amendment. This Agreement may be amended by mutual agreement of the Parties, signed by all of the Parties.
6. Merger. This Agreement embodies the entire agreement and understanding between the Parties relating to the use of buried conduit and supersedes all prior agreements and understandings relating the subject matter hereof.
7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. Notice. Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by certified mail, first class postage prepaid, addressed to the Parties as follows:

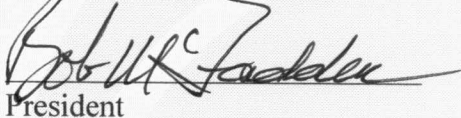
Executive Director
Port of The Dalles
3636 Klindt Drive
The Dalles, OR 97058

QLife Administrator
City Hall
313 Court Street
The Dalles, OR 97058


9. Counterparts. This Agreement may be executed in counterparts and by the Parties on separate counterparts, any one of which shall constitute an agreement between and among the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth opposite their names below:

PORT OF THE DALLES


President

Date: 9-10-2014

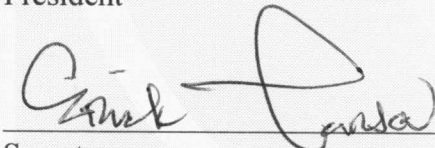

Secretary

Date: 9-10-2014

QUALITYLIFE Intergovernmental Agency


President

Date: 9-25-14


Secretary

Date: 9-25-14