



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is between EntryPoint Networks, Inc., a Delaware corporation ("Consultant") and QualityLife ("Q-Life"), an Oregon intergovernmental agency, ~~City of the Dalles~~ ("Client").

- A. Consultant provides technology, networking, security, and other related consulting services (the "Services"), including expertise and consulting related to Municipal Broadband Solutions; and
- B. Client wants to receive the Services and retain Consultant as an independent contractor in accordance with the terms of this Agreement.

The parties therefore agree as follows:

1. **SERVICES.**

- (a) This Agreement governs the relationship of Consultant and Client for Services.
- (b) Upon execution of this Agreement, Consultant will assist Client with project related work organized around a Statement of Work (SOW) outlined in Attachment A of this Agreement (the Project). Any additional consulting work can be performed under this agreement under a separate Statement of Work.
- (c) Consultant will provide Services to Client in furtherance of the Project Plan and as otherwise requested by Client to assist with the Project.
- (d) Client will designate a project manager for the Project, and Consultant will designate a primary contact for the Services.

2. **FEES; RETAINER; EXPENSES; PAYMENT TERMS.**

- (a) Consultant hourly rate: See related project Statement of Work Agreement.
- (b) Client shall pay the Consultant's reasonable and necessary out-of-pocket expenses incurred for the Project, including travel pre-approved by Client inclusive of airfare, transportation, lodging, meals, and related travel expenses, subject to Client's expense and reimbursement policies. Consultant shall retain and provide legible receipts and documentation of expenses.
- (c) Fees and expenses will be billed on a monthly basis, and Client shall pay all undisputed invoices on a net-30 basis. The fees do not include federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with the Services, which Consultant may invoice separately if required by applicable law.
- (d) Client shall pay Consultant for the fees and expenses stated in the Statement of Work Agreement.



Project Fees and/or Not-to-Exceed Amounts shall be firm and fixed. Any costs of Services incurred by Consultant in excess of the stated Fee or Not-to-Exceed Amount shall be borne by Consultant without payment by Client. If the total cost amount incurred by Consultant in performance of Consultant's obligations subject to a Not-to-Exceed Amount is less than such Not-to-Exceed Amount, Consultant shall not be entitled to receive the difference in these amounts, or any portion thereof, and Client will not be obligated to make any additional payments to Consultant for such obligations.

(e) Consultant shall deliver a signed W9 to Client upon execution of this Agreement.

3. **TERM OF AGREEMENT.**

(a) The term of this Agreement commences on the Effective Date and continues for a period of one (1) year from the Effective Date (the "Term"), unless terminated as provided in this section. The Term will automatically extend for a period of one (1) year, and on the anniversary of the Effective Date every year thereafter, until either party gives written notice of termination to the other party at least thirty (30) days prior to the end of the Term.

(b) Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and such breach is not cured on or before that date that is thirty (30) days after delivery of written notice of termination to the other party.

~~(b)~~(c) This Agreement may be terminated by either party for convenience by giving forty-five (45) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against the other. Upon termination under this paragraph, Consultant shall be entitled to payment in accordance with the terms of this Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) Q-Life has against Consultant. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Consultant. Q-Life shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

4. **INDEPENDENT CONTRACTOR.** The relationship of the parties is that of independent contractors and not an employment, joint venture, partnership, or agency relationship. Consultant has no authority to commit, act for or on behalf of Client, or bind Client to any obligation or liability. None of Consultant's employees or contractors will be considered an employee of Client for any purpose. Consultant is solely responsible for payment of all compensation owed to its employees and contractors, including wages, benefits, insurance, leave, overtime, reimbursement of expenses, and any deductions for taxes and withholdings required by law. In no event will Consultant or Consultant employees or contractors be eligible for or entitled to any benefits of Client.

5. **COMPLIANCE WITH LAW.** Consultant shall comply with applicable law in performing the Services. Consultant has and shall maintain in effect all licenses, permissions, consents, and permits that it needs to perform the Services.

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6. **NONDISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

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CONFIDENTIALITY; PROPRIETARY RIGHTS.

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(a) "Confidential Information" means, with respect to any party, any data or information (i) that is marked "confidential," "proprietary," or with a similar restriction or legend; (ii) that a party orally designates as "confidential," "proprietary," or with a similar restriction at the time of disclosure, provided such party confirms the designation in writing within five (5) business days; or (iii) whether or not marked or designated "confidential" or otherwise, that reasonably will be understood as confidential given the nature of the information or circumstances of disclosure. The foregoing notwithstanding, Confidential Information does not include data or information that the receiving party can demonstrate: (1) is in its possession at the time of disclosure; (2) is independently developed by the receiving party without use of or reference to Confidential Information; or (3) becomes rightfully known publicly, before or after disclosure, other than as a result of improper action or inaction by the receiving party or its representatives.

(b) The receiving party shall not use the other party's Confidential Information for any purpose other than for the Project or in accordance with this Agreement, and the receiving party shall not disclose the other party's Confidential Information to any person, except to its employees, contractors, representatives, professional advisers, and affiliates with a need to know that Confidential Information. Upon termination or expiration of this Agreement or upon the written request of the disclosing party, the receiving party shall return all copies of Confidential Information or certify, in writing, the destruction thereof.

(c) This Agreement does not transfer ownership of, or grant any license to, Confidential Information, including the EntryPoint Solution or any intellectual property rights of Consultant in the EntryPoint Solution, which may be licensed in accordance with the terms of a separate written agreement. The disclosing party retains all right, title, and interest in and to all Confidential Information.

8. **OWNERSHIP OF WORK DOCUMENTS.** All work performed by Consultant and compensated by Q-Life pursuant to this Agreement shall be the property of Q-Life upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to Q-Life all rights of reproduction and the copyright to all such documents.

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7.9. **WARRANTY.** Consultant warrants that all Services will be provided: (a) in accordance with the terms of this Agreement; (b) in a timely, workmanlike, and professional manner; and (c) in accordance with the generally recognized industry standards in Consultant's field. Client's sole remedy for a breach of warranty will be to have Consultant reperform the Services or, in Consultant's discretion, refund the fees attributable to that portion of the Services. Except as set forth in this section, *neither Consultant nor its suppliers or their respective employees or contractors make any specific promises about the Services, and the Services are provided AS-IS, without any express or implied warranty, including, but not limited to, the implied warranties of merchantability, non-infringement, and fitness for a particular purpose.*

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10. **INDEMNIFICATION.** Consultant agrees to indemnify and defend Q-Life, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in the Agreement, except to the extent that the liability arises out of the negligence of Q-Life and its employees.

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11. **INSURANCE.** Consultant shall not commence any work until Consultant obtains, at Consultant's own expense, all required insurance as specified in attached Exhibit B. The procuring of required insurance shall not be construed to limit Consultant's liability under this Agreement. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

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9-12. **REPRESENTATIONS.** Consultant represents that Consultant, and its employees and contractors are not prohibited or restricted by any employment or independent contractor agreement or other relationship from providing Services under this Agreement.

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MISCELLANEOUS.

- (a) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, representations, or warranties, written and oral, concerning such subject matter. No amendment of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each party.
- (b) **Assignment.** Neither party will assign or otherwise transfer any of its rights or obligations under this Agreement without the other party's prior written consent. Subject to the foregoing, this Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- (c) **Severability.** The terms of this Agreement are severable. If any term of this Agreement is held by a court of competent jurisdiction to be contrary to law, the term will be deemed null and void, and the remaining terms of this Agreement will remain in full force and effect.
- (d) **Feedback.** Notwithstanding anything to the contrary in this Agreement, Consultant has not agreed to and does not agree to treat as confidential any feedback, comment, suggestion, or idea of Client ("Feedback"), and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement restricts Consultant's right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensation to Client.
- (e) **Force Majeure.** No delay, failure, or default, other than a failure to pay fees or expenses when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control. The party affected by the foregoing shall give prompt notice to the other party and shall use reasonably diligent efforts to mitigate the delay, failure, or non-performance.



- (f) **Notices.** Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communication will have legal effect when made in writing and addressed as follows:

Notice to Consultant: Entry Point Networks, Inc.
Attn: Jeff Christensen, CEO
1949 West Printers Row
Salt Lake City, Utah 84119
jchristensen@entpnt.com

Notice to Client: QualityLife, an Oregon intergovernmental agency,
City of the Dalles
Attn: Matthew Klebes, Administrator
313 Court Street
The Dalles, Oregon 97058
+1 541 296 5481
mklebes@ci.the-dalles.or.us

Notices sent in accordance with this section will be deemed effectively given when received. Each party may designate another address or contact person from time to time in accordance with this section.

- (g) **Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of [Utah-Oregon](#) without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Utah. Any dispute, controversy, grievance, or claim arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of [Utah-Oregon](#) in each case located in [Salt Lake City, Utah Wasco County, Oregon](#), and each party irrevocably submits to the exclusive jurisdiction of such courts.
- (h) **Jury Waiver.** *The parties hereby waive, to the fullest extent allowed by applicable law, any right to a jury trial for any dispute, controversy, grievance, or claim arising out of or relating to this Agreement.*
- (i) **Dispute Resolution; Attorney Fees.** The parties shall negotiate in good faith to settle any dispute, controversy, grievance, or claim arising out of or related to this Agreement or its interpretation, operation, breach, termination, or cancellation. If the parties cannot settle, then it may be submitted to the courts. Either party may exercise any legal right and remedy available to it, whether at law or in equity, to enforce any term of this Agreement. The prevailing party will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable costs, expenses, and attorney fees.
- (j) **Effective Date; Counterparts.** This Agreement is effective when signed by the parties as of the last date (the "[Effective Date](#)") set forth in the signature block below. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute a single agreement. This Agreement may be executed electronically, and a signed copy



of this Agreement delivered by facsimile, email, or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page below]



The parties, by and through their respective duly authorized representatives, sign this Agreement as of the Effective Date.

Consultant:

ENTRYPOINT NETWORKS, INC.

Signature: _____

Name: Bruce Patterson

Title: Head of Operations

Date:

Client:

QualityLife, an Oregon intergovernmental agency, City of the Dalles

Signature: _____

Name: Matthew Kelbes

Title: Administrator

Date:



Attachment A - Statement of Work

The purpose of this scope of work is to outline the project details, timing, deliverables, and the associated project fees. This Scope of Work is being conducted for QualityLife (“Client”), and defers to the Consulting Service Agreement dated June 12, 2023, work is being performed by EntryPoint Networks, Inc. and will include the following.

Commented [NB1]: Will be updated upon signature request date.

SCOPE OF WORK

EntryPoint Networks, Inc. appreciates the opportunity to provide this Statement of Work and to perform an assessment of QualityLife’s (Q-Life’s) current operating model, assets, and authorities to be used to perform feasibility analysis to strategically shift operations to better support Q-Life’s vision, mission, and values. This work is expected to include the following work products, but may shift to support conclusions made as a part of ongoing work:

1. Document the infrastructure assets, executed agreements, financial capacities, legal authorities, and current operations available to Q-Life in a report for board approval that will form the basis for performing feasibility analysis for recommended model(s),
2. Document an analysis to determine the advisability and feasibility of expanding Q-Life’s existing infrastructure, business models, governance, staff, and financial capacities to better support Q-Life’s vision, mission, and values in a report for board approval that will form the basis for completing a final report in the form of a strategic plan,
3. Develop a strategic plan that documents recommended technical, operational, and business models, as well as the recommended funding models available to Q-Life to enable desired transitions and operational expansion. Document clear next steps for initial processes and assist with community and stakeholder engagement to assist with the initial phases of plan implementation.

The scope of work is expected to include the following activities:

Assessment of Current Assets and Operational Models

- Collect the following data:
 - Current Infrastructure: fiber routes, strand counts, equipment, and endpoints.
 - Agreements and Contracts: any current contracts or agreements, including any contracts or agreements that were in effect or enforced in the past two years.
 - Financial statements for the past year, including budgets, revenue, expenses, assets, and liabilities.
 - Business Organization: Legal and policy documents related to legal entity organization, purpose, and authorities.



Create an Interim Report for the Board to Guide Planning Development

- Create and deliver a report to the Board that includes the following:
 - Document initial findings.
 - Provide an initial high-level commentary on how findings align with the vision, mission, and values of Q-Life, including current strengths and weaknesses, along with recommendations on how alignment could potentially be improved.
 - Highlight areas requiring more detailed analysis for the next phase.

Strategic Plan Development and Documentation

- Develop and document a Strategic Plan that includes detailed analysis and model recommendations:
 - Analyze the feasibility of making a capital investment to expand the existing infrastructure.
 - Estimate capital recovery costs and operational costs to improve access and expand the Q-Life infrastructure, including the costs for service to residents and businesses.
 - Recommend potential governance and operational models based on legal authorities and economic frameworks capable of supporting Q-Life's vision, mission, and values.
 - Identify potential funding sources, including public bonding, private partners, and state or federal grants and loans.
 - Outline, recommend, and assist with any Board approved community engagement activities required to support plan development.

Suggested Optional Engineering Services:

- Perform Feasibility or High-Level Design for selected areas based on interim report recommendations:
 - The recommended technical architecture and operational models should be narrowed as a part of the Interim Report.
 - The Interim Report will also include design recommendations based on initial findings.
 - EntryPoint partners with Biarri Network Design Services to perform engineering design with costs based on House Holds Passed (HHP).
 1. Feasibility level design could be performed for \$1.15 per HHP and includes enough detail to inform State and Federal grant applications.
 2. High-level design could be performed for \$16.50 per HHP, includes data correction, and moves design closer to shovel ready.
 - As a part of the Interim Report, recommendations related to design recommendations will be made to inform and obtain Board approval for any additional design work that will be performed to inform planning processes.



PROJECT TIMELINES AND COSTS

EntryPoint’s proposed consulting fees for the outlined activities are presented in the table below. The table breaks down the specific tasks, categories, and the anticipated number of hours associated with each. EntryPoint’s Consulting Fees for the following work is based on \$250.00 per hour assuming 240 hours with a total project fee of NOT TO EXCEED \$60,000.

Based on the estimated hours and EntryPoint’s current workload, this work will take approximately 6 months to complete.

Proposed Activities	Consult	Market	Admin	Total
Assessment	54		18	72
Infrastructure data collection.	15		3	
Operational data collection.	12		3	
Financial data collection.	15		6	
Findings report.	12		6	
Interim Report	40		8	48
Current financial analysis.	8		2	
Governance structure and legal authorities’ analysis.	8		2	
Infrastructure and operational analysis.	8		2	
Viable options comparison.	8			
Findings report.	8		2	
Strategic Plan	66	32	22	120
Capital investment analysis.	16		3	
Business model analysis.	10	2	3	
Operational analysis.	10		2	
Partnership recommendations.	6		2	
Risk analysis.	6		5	
Plan development and documentation.	16		4	
Community Engagement.	2	30	3	

EntryPoint’s consulting fees for managing this process and preparing the work product are not to exceed as follows:

1. Assessment of Current Assets and Operational Models: \$18,000
2. Interim Report: \$12,000
3. Strategic Plan: \$30,000



Optional Engineering Service Fees:

1. Feasibility-level design \$1.15 per HHP
2. High-level design \$16.50 per HHP

EntryPoint will invoice a flat retainer rate of \$10,000 each month at net 30 terms to perform the scope of work listed above within the timeline set forth.

Any change in scope will be mutually agreed to and may result in a change in fee. EntryPoint estimates completion of the outlined work in approximately 6 months from the date we begin work, assuming all required information is provided by the client within the specified timeframe, client makes themselves available to meet regularly and decisions are made promptly.

Please Note: Travel and other expenses as requested by the Client, and agreed upon in advance, will be billed separately as Expense Reimbursement.

[Signature page below]



We look forward to partnering with you on this important project.

ENTRYPOINT NETWORKS, INC.

Signature: _____

Name: Bruce Patterson

Title: Head of Operations

Date:

QualityLife ("Q-Life"), an Oregon intergovernmental agency, City of the Dalles

Signature: _____

Name: Matthew Kelbes

Title: Administrator

Date:

cc: Nicole Banyai – EntryPoint Networks, Inc.