

MASTER SERVICES AGREEMENT FOR COMMUNICATION TRANSPORT SERVICES

CONTRACT HRCSD-04

THIS AGREEMENT, made and entered into effective as of the date signed below, by and between Hood River County School District, a K-12 and Community Education District organized under the laws of the State of Oregon, hereinafter called "**Customer**," and **Communications Access Cooperative Holding Enterprise**, an Oregon Cooperative Corporation organized according to Oregon Revised Statutes, Chapter 62, hereinafter called "**CACHE**". CACHE is registered with the Universal Services Administrative Company under the Service Provider ID #143027122. This Agreement becomes legally binding upon signature by both parties. CACHE hereby reserves the right, at a future date, to assign and/or transfer of this agreement to a subsidiary Cooperative or Corporation duly organized under the laws of the State of Oregon. Transfer or assignment of this agreement shall be with the knowledge and consent of Customer. Customer shall not unreasonably withhold consent to said transfer or assignment.

RECITALS

Customer desires to obtain Communication Transport Services ("CTS") on CACHE's fiber optic cable system; and CACHE is agreeable to provide CTS and allow Customer to terminate its signal cable in facilities generally described in the District's 'RFP: WAN Circuits – USAC Form 470 Number: 180020239' and attached CACHE 'Plan of Service' incorporated herein by this reference. Customer may use service only for authorized and lawful purposes. At any time following execution of this agreement by both parties; CACHE and Customer may jointly develop and execute an agreement (to be marked Attachment C) by which CACHE may utilize, for the term of this agreement, Customer facilities for access to the CACHE's Network to serve members of the surrounding community. Provisions of Attachment C shall include, but not be limited to, equipment co-location space, power for said equipment and the right to use roof space at each of Customer's facilities being connected to the CACHE network.

NOW, THEREFORE, Customer and CACHE, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

1. Overview: This Agreement states the general terms and conditions by which CACHE will deliver and Customer will receive any or all of the services provided by CACHE. The specific services and/or products to be provided and the procedure for obtaining services shall be detailed in associated Service Order Summaries. This Agreement is intended to cover any and all services ordered by Customer and provided by CACHE. Customer may use services only for authorized and lawful purposes.

2. Delivery of Services: By submitting a Service Order Summary, Customer agrees to take and pay for, and, by accepting the Service Order Summary, CACHE agrees to provide, the service(s) during the term described on the Service Order Summary. CACHE has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. CACHE is not liable or responsible for content, errors in transmission, or failure to establish connection.

3. Installation and Interconnection of Services: Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, CACHE will pay for, provide, install, maintain, operate, control and own any

equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains CACHE's personal property, regardless of where located or attached. CACHE may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. CACHE has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom CACHE contracts. If, in responding to a Customer initiated service call, CACHE reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay CACHE for such service call at CACHE's then prevailing rates.

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CACHE may reconfigure, reprogram, substitute, rearrange or otherwise change any CACHE Facilities, whether such CACHE Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent. Although no specific advance notification period is applicable, CACHE will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

4. Term: Subject to the provisions of Sections 11 and 12, the initial term for each service will commence and end on the dates indicated in the applicable Service Order Summary. Thereafter, the service automatically renews for successive 1-year terms unless terminated by either party upon no less than 30 days written notice prior to the end of the renewal term, or unless otherwise specified in the Service Order Summary. This Agreement shall continue until so terminated by written notice as provided in Section 25. Upon termination of this Agreement, all rights of Customer to order new services cease and CACHE has no further obligations to furnish new services to Customer. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order Summary, the terms of the Service Order Summary shall prevail. References herein to exhibits mean exhibits to this Agreement unless the context indicates otherwise.

5. Fees and Payment Terms: Customer shall pay all fees due for services according to the prices and terms listed in the Service Order Summary. Upon completing provisioning, installation and testing of the System Equipment needed to provide services ordered by Customer, CACHE will notify Customer that the services are available for Customer's use. These services are subject to, but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order Summary. CACHE reserves the right to change the MRC for such services at any time, after the initial term hereof upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. CACHE reserves the right to recover any additional installation charges accrued during installation.

Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.

6. Early Termination Charges: If (a) Customer terminates this Agreement or any Service Order Summary hereunder for reasons other than Cause; or (b) CACHE terminates this Agreement or any Service Order Summary hereunder pursuant to Sections 11, and 12, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the "MRC" for each

initial term (and any pro rata portion thereof for any partial initial term) remaining in the un-expired portion of the initial term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer. If Customer desires to cancel a signed Service Order Summary prior to the Firm Order Confirmation the following conditions apply, (I) where a Service Order Summary is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires special design work is canceled after the design work has begun, CACHE may collect charges equal to the cost incurred for the associated design work time and materials to date, and (III) if cancellation is requested after completion of an installation, it will be treated as an early termination of service and is pursuant to the terms and conditions of Section 6.

7. Limitation of Liability: The total liability of CACHE to Customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by Customer to CACHE under this agreement for the one (1) month period prior to accrual of the most recent cause of action. In no event shall CACHE be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise. If the foregoing is not acceptable to Customer, parties shall negotiate limits of CACHE insurance coverage based upon the attached certificate of insurance.

8. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

9. Assumption of Risk: Customer recognizes that use of CACHE's Facilities, Network, and System Equipment shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.

10. Indemnity: Subject to the provisions of Section 7, Customer agrees to indemnify, defend and hold harmless CACHE and its members, and the commissioners, officers, directors, employees, agents and other representatives of CACHE and its members. Customer must indemnify, defend and hold harmless CACHE from all losses or damages arising from Customer's breach of this Agreement, violation of any third party intellectual property right, all claims of any kind by customer's end users, or any act or omission of Customer in connection with any service provided hereunder. CACHE agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damages caused by the negligence or willful misconduct of CACHE.

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11. Termination by CACHE: CACHE may terminate this Agreement or any Service Order Summary hereunder, or suspend services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within thirty (30) days of invoice date; or (b) Customers breach of any provision of this Agreement or any law, rule or regulation governing the services; or (c) if Customer provides false information to CACHE regarding the Customer's identity, creditworthiness, or its planned use of the services; or (d) if CACHE deems necessary to take any reasonable and lawful action to protect the property and rights of CACHE, and existing and potential customers of CACHE's services.

12. Termination for Cause: Either Party may terminate this Agreement for Cause. "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within fifteen (15) days after delivery of such notice.

13. Resale of Services: Any service provided under this Agreement may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying CACHE of any unauthorized use. CACHE has no obligation to provide notice to or otherwise communicate with the users or customers of Customer.

14. Assignment: Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of CACHE, which consent it will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.

15. Taxes: Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by CACHE which CACHE does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by CACHE, Customer shall immediately remit the same to CACHE or the agency, as directed by CACHE, even if such assessment arises after the termination of this Agreement.

16. Representations and Warranties: Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. CACHE represents and warrants to Customer that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. *Except as otherwise specifically set forth in this agreement, CACHE makes no warranty, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness or fitness for any purpose of any portion of the network or any service provided hereunder or described herein, or as to any other matter, all of which warranties are hereby excluded and disclaimed.*

17. Governing Law: This Agreement is governed by and subject to the laws of the State of Oregon, excluding its principles of conflicts of law.

18. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

19. Remedies not Exclusive: The remedies provided in this Agreement shall be in addition to all other remedies to which CACHE may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

20. Jurisdiction; Venue: The parties consent to the personal jurisdiction of the courts of the State of Oregon and federal courts located in Oregon so that any litigation concerning or arising out of this Agreement shall be brought in Oregon. The parties agree not to claim that Oregon is an inconvenient place for trial. The venue of any such legal action shall be in Hood River County, Oregon.

21. Entire Agreement: This Agreement and any addendums, attachments, Service Order Summaries and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

22. Waivers: No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

23. Use of Name and Trademarks: Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

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24. Confidentiality: This section was intentionally left blank.

25. Notices: All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to CACHE:

Communications Access Cooperative
Attn: John Gerstenberger, Manager
PO Box 125
Odell OR 97044-0125
Voice: (541) 354-1233
Fax: (541) 354-2229

If to Customer:

Hood River County School District

1009 Eugene Street

Hood River, OR 97031

Attn: Tod Hilstad

Telephone No.: (541) 387-5072

Facsimile No.: (541) 387-5099

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 25.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts.

CACHE

By:



Name:

John Gerstenberger

Print/Type

Title:

Manager

Date:

March 21, 2018

Customer

By:

Name:

Print/Type

Title:

Date:

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**Attachment A-1
to Contract HRCSD-04**

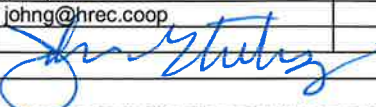
Service Order Summary – Page 1

Ethernet Transport – Unmanaged 1.0 Gbps

Part 1 - To be completed by Customer			
Type of Circuit:	Point to Point.		
Locations of service:			
From (location A):	Parkdale Elementary	To (location B):	Mid-Valley Elementary
and from:	Mid-Valley Elementary, Odell	To:	District Office
and from:	Odell Maintenance Site	To:	District Office
and from:	Wy'East Middle School, Odell	To:	District Office
and from:	Hood River Valley High School	To:	District Office (Two Circuits))
and from:	Westside Elementary, Hood River	To:	District Office
and from:	Hood River Middle School	To:	District Office
and from:	May Street Elementary	To:	District Office
And from:	Pine Grove Elementary	To:	District Office
Dates of Service:			
Start as early as:	07-01-2018	Start no later than:	07-01-2018
End as early as:	06-30-2021	End no later than:	06-30-2023
Contact person A:		Contact Person B:	
Name:	Tod Hilstad	Name:	
Phone:	(541) 387-5072	Phone:	
E-mail:	thilstad@hoodriver.k12.or.us	E-mail:	
Notes: CACHE will work with the District to upgrade any individual circuit[s] to 10 Gbps capability if requested. MRC for each 10.0 Gbps circuit to be negotiated but shall not exceed 2.0 times for the average MRC of a 1.0 Gbps circuit as listed below.			

Part 2 – To be completed by CACHE			
Customer ID #:		Service Order #:	
	12 Months	36 Months	60 Months
CACHE MRC:	N/A	N/A	\$4,500.00
Estimated Taxes & Fees:	N/A	N/A	NONE
Estimated Total Monthly:	N/A	N/A	\$4,500.00
CACHE NRC:	N/A	N/A	NONE
Estimated ANNUAL charges (MRC times 12 months) : \$54,000.00			
Date of offer:		Expiration date of offer:	

On behalf of CACHE, the undersigned authorized CACHE representative hereby submits the above services proposal to Customer. The offer becomes effective when accepted, signed, and returned to the undersigned by Customer. If this is not accepted and made effective by Customer prior to the Expiration Date, all pricing, dates, and terms are subject to change.

Primary Contact: (Acct. Mgr)		Secondary Contact:	
Name:	John Gerstenberger	Name:	Brenda Lewis
Phone:	(541) 354-1233	Phone:	(541) 354-1233
E-mail:	john.g@hrec.coop	E-mail:	brenda@hrec.coop
Authorized Signature:		Authorized Signature:	
Notes: CACHE does not proactively monitor for circuit integrity or quality on unmanaged Ethernet transport products. Customer shall contact CACHE in the event of suspected circuit failure or other issues. Charges will be billed monthly.			

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**Attachment A-1
to Contract HRCSD-04**

Service Order Summary – Page 2

Part 3 – To be completed by CACHE

Refer to attached 'Plan of Service'

and

RFP: WAN Circuits – USAC Form 470 Number: 180020239

Sketched By:

Email:

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This service order is subject to the Master Services Agreement for Communications Transport Services and the General Terms and Conditions for Circuit Installation and Operation (Attachment B), which is incorporated herein by reference. I agree to comply with this Service Order within 45 days of the date set forth below. All changes must be in writing. Any changes may result in a new installation date and additional charges. The above rates do not include any taxes, fees, or surcharges applicable to the service.

Part 4 – To be completed by Customer

Customer has reviewed this circuit proposal and requests the following action by CACHE:

Requested option	Initial below	Note
12 Month:	N/A	
36 Month:		The terms of this contract may be extended for another 24 months by mutual agreement of the parties.
60 Month:		
Date:		Authorized Signature:
Title:	Superintendent or authorized Customer Representative	Print Name:

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GENERAL TERMS AND CONDITIONS FOR CIRCUIT INSTALLATION AND OPERATION

1. General Provisions for Installation

- a. All work performed by Customer, its contractors or assignees, shall be done in accordance with applicable federal, state and local codes.
- b. Any modification by Customer to Customer's equipment or to Customer's connection or interface equipment with CACHE facilities shall be performed only with prior knowledge and written consent of CACHE.
- c. All work by Customer shall be done in a workmanlike manner and shall be maintained so as not to be hazardous to life or property.
- d. Debris from Customer's activities on the Premises shall be removed from Premises and disposed of in a proper manner.
- e. Damage to Customer's facilities shall be repaired promptly without cost to CACHE.

2. Equipment and Facilities

- a. The operation, maintenance and removal of Customer's equipment shall be under the general supervision of CACHE, but without cost to it, and shall also be subject to such rules and regulations as CACHE may from time to time reasonably prescribe.
- b. Customer assumes all risk of loss, damage or injury resulting from the presence of Customer's facilities upon CACHE's site.

3. Radio Frequency Interference

- a. If radio frequency interference results from Customer's installations or connections to CACHE's facility, Customer shall immediately cease operation and eliminate such interference to the satisfaction of CACHE before resuming operation.
- c. If interference results from Customer's operations, CACHE may order corrective measures be taken immediately and that the interference be eliminated within five (5) working days from receipt of notice.
- d. Elimination of interference shall be accomplished first by modification of Customer's equipment at the expense of Customer and then, if not corrected, by modification of CACHE's equipment at the expense of CACHE.
- e. If operation of equipment or other actions by CACHE render Customer's equipment unusable, CACHE upon notification by Customer shall immediately cease such operation or actions. CACHE will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of Customer.

4. Approval of Equipment to be Installed

- a. Customer shall submit plans and specifications of equipment to be installed in CACHE facilities for approval prior to installation.
- b. All equipment will be FCC type approved, where applicable.

- c. Approval by CACHE does not relieve Customer of responsibility to correct incompatibility or interference problems.

5. System Integrity

- a. Customer shall exercise care and caution to preserve the integrity, and security, of all operation systems, equipment and facilities at CACHE's site covered by this Agreement.
- b. An employee of Customer shall utilize and retain possession of any keys or electronic security code to the site and shall not allow duplication or use by contractors or others not direct employees of Customer.
- c. CACHE shall typically provide an employee or agent to remain with contractors or maintenance personnel engaged by Customer for activities at the site.

6. Facilities

- a. Access to regeneration buildings, co-location buildings, towers or fenced areas, for any reason, shall be for installation, maintenance, and testing of cable.
- b. Any other equipment required to be installed in CACHE's facility will require a Co-location Agreement with CACHE for each site.

7. Performance Levels for Signals to be Transported Through Fiber System

- a. CACHE shall provide to Customer signal levels and electrical interface as specified in Attachment A, Part 3.

8. Working Time

- a. CACHE will allow work on Customer equipment during normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.
- b. Any work outside of this work schedule other than emergency repairs shall be approved in advance by CACHE.
- c. Customer shall notify CACHE of work being performed by their personnel or contractors.

9. Trouble Reports

- a. CACHE will be responsible for maintaining the signal from the point it is received by CACHE to the point that it is returned to Customer.
- b. Any testing beyond CACHE's equipment will be the responsibility of Customer.

10. Point of Contact

- a. Customer shall keep CACHE informed in writing of the name, address, email, phone and fax number of the current individual and alternates serving as the point of contact.
- b. See following table.

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Attachment B

Point of Contact Information

For Customer

For CACHE

Primary Technical Contacts		Primary Technical Contacts	
Name:	Tod Hilstad	Name:	Paul Gerstenberger
Title:	Technology Director	Title:	Network Administrator
Company:	Hood River Co. School District	Company:	Communications Access Co-op
Address1:	1009 Eugene Street	Address1:	PO Box 125, Odell OR 97044
Address2:		Address2:	3521 Davis Drive
City, ST, Zip:	Hood River, OR 97031	City, ST, Zip:	Hood River, OR 97031
Daytime Phone:	(541) 387-5072	Daytime Phone:	(541) 354-1233
Facsimile:	(541) 387-5099	Facsimile:	(541) 354-2229
Emergency Phone:		Emergency Phone:	(541) 354-1233
E-Mail:	thilstad@hoodriver.k12.or.us	E-Mail:	paulg@hrec.coop

Secondary Technical Contacts		Secondary Technical Contacts	
Name:		Name:	Simeon Story
Title:		Title:	Senior Network Technician
Company:		Company:	Communications Access Co-op
Address1:		Address1:	PO Box 125, Odell OR 97044
Address2:		Address2:	3521 Davis Drive
City, ST, Zip:		City, ST, Zip:	Hood River, OR 97031
Daytime Phone:		Daytime Phone:	(541) 354-1233
Facsimile:		Facsimile:	(541) 354-2229
Emergency Phone:		Emergency Phone:	(541) 354-1233
E-Mail:		E-Mail:	story@hrec.coop

Primary Business Contacts		Primary Business Contacts	
Name:	Saundra Buchannan	Name:	John Gerstenberger
Title:	Chief Financial Officer	Title:	Manager
Company:	Hood River Co. School District	Company:	Communications Access Co-op
Address1:	1011 Eugene Street	Address1:	PO Box 125, Odell OR 97044
Address2:		Address2:	3521 Davis Drive
City, ST, Zip:	Hood River, OR 97031	City, ST, Zip:	Hood River, OR 97031
Daytime Phone:		Daytime Phone:	(541) 354-1233
Facsimile:		Facsimile:	(541) 354-2229
Emergency Phone:		Emergency Phone:	(541) 354-1233
E-Mail:	sbuchanan@hoodriver.k12.or.us	E-Mail:	johnng@hrec.coop

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CERTIFICATE OF INSURANCE

12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

THIS IS TO CERTIFY THAT:

Hood River Electric Co-op
P.O. Box 125
Odell, OR 97044-0125



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	36 ARB 004-18	1/1/2018 to 1/1/2020	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	36 ARB 004-18	1/1/2018 to 1/1/2020	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$250
			COLLISION DEDUCTIBLE	\$500
ALL-RISK BLANKET PROPERTY	36 ARB 004-18	1/1/2018 to 1/1/2020	PROPERTY LIMIT	\$4,002,112
			PROPERTY DEDUCTIBLE	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER:

City of Hood River
 PO Box 27
 Hood River, OR 97031

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Wm C. West



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

*This endorsement changes the policy.
Please read it carefully.*

Miscellaneous Endorsement

Effective 1/1/2018 12:01 a.m. standard time, this endorsement forms a part of Policy No. 36 ARB 004-18 issued by Federated Rural Electric Insurance Exchange to Hood River Electric Co-op

In consideration of the premium charged, Federated and the Insured agree, subject to all provisions of the policy except as modified herein, as follows:

It is agreed that Communications Access Cooperative is included as Named Insured under this policy.

A handwritten signature in blue ink, appearing to be a stylized 'D' or 'O' with a horizontal line extending to the right.



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

*This endorsement changes the policy.
Please read it carefully.*

Miscellaneous Endorsement

Effective 1/1/2018 12:01 a.m. standard time, this endorsement forms a part of Policy No. 36 UMB 004-18 issued by Federated Rural Electric Insurance Exchange to Hood River Electric Co-op

In consideration of the premium charged, Federated and the Insured agree, subject to all provisions of the policy except as modified herein, as follows:

It is agreed that Communications Access Cooperative is included as Named Insured under this policy.

A handwritten mark, possibly a signature or initials, located at the bottom right of the page.

DIRECTORS

PATRICK MOORE, President
BUTCH GEHRIG, Vice-President
ROGER NELSON, Secretary
BERNIE WELLS, Treasurer
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COMMUNICATIONS ACCESS COOPERATIVE
HOLDING ENTERPRISE

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Hood River Electric Cooperative, affiliate
LS (LightSpeed) Networks, affiliate

Plan of Service
for
Hood River County School District
RFP: WAN Circuits – USAC Form 470 Number: 180020239

Introduction:

The Hood River Electric Cooperative formed and incorporated the Communications Access Cooperative Holding Enterprise (CACHE) as an IRS 501(c)(12) non-profit cooperative in order to pursue the mission described below. In addition, HREC participated in the formation and funding of LS Networks (www.lsnetworks.net) in order to facilitate fiber-optic interconnection with areas outside the Hood River Valley and to connect directly to top tier Internet hubs.

Mission Statement: To bring benefits to residents, businesses, education, health care and government throughout the communities of the Hood River Valley through the delivery of enhanced Internet and connectivity products and services based on a 'non-profit' philosophy.

CACHE Network Topology:

CACHE owns and operates more than 30 miles of single-mode fiber-optic cable within rural Hood River County and the City of Hood River. In cooperation with the District and [then] Region 9 ESD, the original routing of the fiber-optic infrastructure was established to bring it to as many school facilities as was feasible. Additional construction has established fiber connectivity to District sites not initially served. CACHE also developed a wireless network to facilitate 'last mile' broadband connections to locations remote from the fiber infrastructure. Ethernet was the networking protocol selected for both the fiber and wireless networks.

Plan of Service:

CACHE proposes to continue the existing Gigabit Ethernet WAN 'hub and spoke' connectivity with the District Office (DO) as the 'hub'. We believe this configuration provides superior performance and reliability. An issue at any one facility should not affect the connections to other facilities. Each facility has full Gigabit capacity to the DO and from facility to facility (through the DO 'hub'). May Street Elementary School, Hood River Middle School, Westside Elementary School, Hood River Valley High School (two connections – each on a dedicated fiber strand[s]), Pine Grove Elementary School, WyEast Middle School, Mid Valley Elementary School and the Odell Transportation/Maintenance facility are spokes connected to the DO via dedicated fiber strands. Parkdale Elementary School is connected to Mid Valley Elementary with dedicated fiber strands and shares the fiber strand[s] from Mid Valley to the DO.

Connectivity to the District's current ISP, LS Networks [LSN], is established by dedicated fiber across the CACHE fiber backbone to the LSN Point of Presence at 601 State Street [Hood River]. The current arrangement allows LSN to upgrade this circuit if/as needed to meet the needs of the District. Other ISPs also have a presence at 601 State Street if the District were to choose a different Internet provider.

Alternatives and Options:

- If desired, CACHE would work with the District to establish 10-Gigabit Ethernet circuits to any or all the listed sites. Specific pricing for this upgrade option is not included in the MSA Service Order Summaries at this time. However, a 'shall not exceed' commitment, based on a percentage increase of the 1.0 Gbps average circuit cost is specified.

Summary:

CACHE proposes to continue providing the existing suite of services used by the District for approximately fifteen years – with possible upgrades as noted above. The CACHE infrastructure is robust, reliable and offers opportunity for even greater performance than currently required by the District. CACHE is a local non-profit company formed for exactly this type of public benefit application.

CACHE will not extend the terms, conditions and prices of this proposal to any other agency under the provisions of Permissive Cooperative Procurement.

CACHE is currently a registered service provider with the USAC. Our Service Provider Identification Number (SPIN) is: 143027122. Our FCC Form 499 Filer ID is: 824300. The District has successfully processed and received USAC reimbursements during the term of the current 5-year contract with CACHE.

Your serious consideration of this Plan of Service is greatly appreciated!

Prepared by: John Gerstenberger, Manager
Communications Access Cooperative
& Hood River Electric Cooperative