



AGENDA

QLife Regular Board Meeting

Thursday, October 22, 2020 | 12:00 pm

Via Google Hangouts - <https://meet.google.com/xsi-nqud-xyz>

- 12:00 Call to Order
- 12:00 Approval of Agenda
- 12:00 Consent Agenda (*items of a routine nature: minutes, documents, items previously discussed*)
 - September 24, 2020 Minutes
- 12:05 Finance
 - Financial Report, Reconciliation and Analysis - Mike Middleton
- 12:15 Discussion Items
 - Aristo Technical Management Report – John Amery
 - Admin/Project Updates - Matthew Klebes, John Amery & Dan McNeely
 - November Board Meeting Date – Stephanie Krell
- 12:25 Action Items
 - City Hall Augment Bid Results – Matthew Klebes
- 12:30 Executive Session (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission; (2)(g) Competitive trade or commerce negotiations

Old/New Business

Next Board Meeting Date: TBD | 12:00 PM

Adjourn

**Agenda subject to change*

**Executive Session held as needed*

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.



Consent Agenda

- [September 24, 2020 Minutes](#)



MINUTES

QLife Regular Board Meeting
Thursday, September 25, 2020
Via Google Hangouts

Call to Order President Hege calls the meeting to order at 12:02 PM.

Roll Call Scott Hege, Rod Runyon, Dale Lepper, Darcy Long-Curtiss, Lee Weinstein, John Amery, Tom McGowan, Carrie Pipinich, Joseph Franell, Dan McNeely, Kristen Campbell, Matthew Klebes, Stephanie Krell, and Mike Middleton.

Changes to the Agenda

There are no changes to the agenda.

[[Mr. Lepper moves to approve the agenda. Mr. Weinstein seconds the motion, which passes unanimously.]]

Approval of the Consent Agenda

[[Mr. Lepper moves to approve the agenda. Mr. Weinstein seconds the motion, which passes unanimously.]]

Finance

Financial Report, Analysis and Reconciliation

Mr. Middleton presents his report to the Board included in the packet but notes that the financial analysis heading reads "July" but is actually the analysis of August financials. Accounts receivable is a bit ahead on the straight line assumption for the fiscal year due to the catching up of an outstanding invoice.

Mr. Middleton also notes that Administrative expenses for the first quarter have not been paid yet and he has noticed increases in network services and engineering expenses. He adds that spikes and valleys are expected.

In the Capital Fund, interest is down and is overall doing well within expectations.

In the Maupin Fund, the only revenue that has been received has been interest and Mr. Middleton still needs time to anticipate trends for the fund.

There are no questions from the Board.

Discussion Items

Aristo Management Report

Mr. Amery updates the Board on the Curtis Homes project and remarks that we are moving forward with some caveats. The Lone pine project is complete and MCMC has been spliced in to the network.

Mr. Runyon asks Mr. Amery to expand on the completion of the Lone Pine project. Mr. Amery explains that serving MCMC, which was the driver on the project, has been complete but is not sure how to approach fiber to the homes in the Lone Pine development without a partnership.

President Hege asks Mr. Lepper if he has seen any improvements at Water's Edge since the completion of the project and Mr. Lepper responds that they are still doing some internal work on their side but should be able to report back to the Board by the next board meeting.

President Hege asks what caveats Mr. Amery is referring to with the Curtis Homes project and Mr. Amery explains that we have asked the Fiber Guys to proceed with pole attachments outside the normal process and they have asked QLife to take responsibility for any future issues that may arise.

Mr. Amery tells the Board that he is still trying to understand the UPS issue at City Hall better but the messaging from the electrician and the PUD are mixed. Mr. Amery's plan is to replace the batteries but is waiting to understand the low voltage issue first.

Administrative Updates

Mr. Klebes updates the Board on the water feature issue at Lone Pine. They have turned on the north side of the water feature and no bubble has appeared so they turned on the south side of the water feature, where QLife performed boring, and we are waiting to see if the bubble returns.

Mr. Klebes informs the Board that engineering for the City Hall project is underway and once it is finalized we will put out an RFQ. Colocation is part of this project and we are moving forward with removing the tank in Annex C. Once the tank is removed, space design and construction can begin.

Mr. McNeely updates the Board on the Liberty Street project and notes that he is working on PUD pole loading. Mr. Franell remarks that he hoped to have crews there already but the smoke and fire damage to infrastructure has delayed mobilization.

Mr. Klebes refers the Board to the BRIC funding application in the packet which aims to build resiliency and redundancy infrastructure in rural communities. He has submitted the pre-application to get approval for a full application by late January.

President Hege wonders how this funding relates to the work of the community outreach team and Mr. Klebes notes that items listed in the application connects to that work through redundancy, resilience and expanded capacity for power. Ms. Pipinich adds that the infrastructure will help Wasco County Emergency Operations and 911 as well as Link Oregon and other emergency services.

President Hege asks Ms. Pipinich and Mr. Klebes to send him a paragraph on federal needs so that he can update the community outreach team.

Mr. Klebes also notifies the Board that PUD submitted a pole line agreement to Qlife for review.

Mr. Klebes has drafted a sub-contract agreement with Wasco County related to the CARES Act funding. Funds have been given to local government and then sub-contracting to departments. NORCOR and QLife draft agreements will come before the Board of County Commissioners on October 7.

The meeting is adjourned at 12:51 PM

The next regularly scheduled board meeting is set for October 22, 2020.

These minutes were approved by the QLife Board on _____.

Lee Weinstein, Secretary



Financial Reports

- [September Financial Report](#)
- [September Reconciliations](#)
- [September Financial Analysis](#)

Qlife Monthly Report

Operations Fund - September 2020

Filters

Fd	600
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Revenue						
Qlife Operations						
Qlife-R						
Qlife-R						
INVESTMENT EARNINGS-R						
INTEREST EARNED	1,200	499	460	41.6%	48.5%	39.01
INVESTMENT EARNINGS-R Total	1,200	499	460	41.6%	48.5%	39.01
MISCELLANEOUS-R						
MISC RECEIPTS	200	1,200	1,200	600.0%	600.0%	-
MISCELLANEOUS-R Total	200	1,200	1,200	600.0%	600.0%	-
CHARGES FOR SERVICES-R						
UTILITY SERVICE CHARGES	667,200	221,480	182,251	33.2%	27.4%	39,228.72
CONNECT CHARGES	1,000	-	-	0.0%	0.0%	-
CHARGES FOR SERVICES-R Total	668,200	221,480	182,251	33.1%	27.3%	39,228.72
PASS-THROUGH PAYMENTS-R	-	-	-	#DIV/0!	#DIV/0!	-
Qlife-R Total	669,600	223,179	183,911	33.3%	27.5%	39,267.73
Qlife-R Total	669,600	223,179	183,911	33.3%	27.5%	39,267.73
Qlife Operations Total	669,600	223,179	183,911	33.3%	27.5%	39,267.73
Revenue Total	669,600	223,179	183,911	33.3%	27.5%	39,267.73
Expense						
Qlife Operations						
Qlife-E						
Qlife-E						
MATERIALS & SERVICES-E						
ADMINISTRATIVE COST	60,431	-	-	0.0%	0.0%	-
ADVERTISING & PROMOTIONS	1,500	-	-	0.0%	0.0%	-
BLDG REPAIR & MAINT	1,600	1,550	-	96.9%	0.0%	1,550.00

Qlife Monthly Report Operations Fund - September 2020

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Current FY - Prior FY YTD
				Budget Executed	Budget Executed	
CONTR SRVCS - AUDIT CONTRACT	6,500	-	3,200	0.0%	76.2%	(3,200.00)
CONTR SRVCS - OTHER	15,100	-	-	0.0%	0.0%	-
CONTRACTED SERVICES	-	-	-	#DIV/0!	#DIV/0!	-
DUES & SUBSCRIPTIONS	2,000	839	15	42.0%	0.5%	824.80
EQUIPMENT - NON CAPITAL	5,000	-	-	0.0%	0.0%	-
GENERAL GRANTS	2,000	-	-	0.0%	0.0%	-
INSURANCE & BONDS	20,000	-	670	0.0%	3.2%	(670.02)
LEGAL NOTICES & PUBLISHING	400	-	-	0.0%	0.0%	-
MEALS LODGING & REGISTRATION	5,000	-	300	0.0%	6.0%	(299.67)
MISC EXPENDITURES	1,000	-	-	0.0%	0.0%	-
NETWORK COMPONENTS	5,000	-	-	0.0%	0.0%	-
POSTAGE	200	35	-	17.6%	0.0%	35.20
SUPPLIES - OFFICE	200	-	-	0.0%	0.0%	-
TAXES/PERMITS/ASSESSMENTS	800	-	329	0.0%	41.2%	(329.32)
TELEPHONE	500	69	104	13.8%	20.8%	(35.32)
TRAINING & EDUCATION	700	-	-	0.0%	0.0%	-
UTILITIES - WALNUT ST	800	91	146	11.4%	18.3%	(54.70)
RENT - OFFICE	7,752	-	-	0.0%	0.0%	-
CONTR SRVCS - LEGAL COUNSEL CONTR	6,000	3,420	990	57.0%	16.5%	2,430.00
OUTSIDE PLANT MAINTENANCE	20,000	-	-	0.0%	0.0%	-
CONTRACTED SVCS - ENGINEERING	50,000	21,922	11,358	43.8%	22.7%	10,563.62
CONTRACTED SVCS - NETWORK SYSTEM MANAGEMENT	71,000	15,491	2,115	21.8%	3.0%	13,376.20
POLE CONNECTION FEES	12,392	9,786	145	79.0%	1.2%	9,641.43
RIGHT OF WAY FEES	20,016	1,791	2,153	8.9%	10.7%	(362.59)
SCHOLARSHIP	2,000	-	-	0.0%	0.0%	-
EASEMENTS - NON-CAPITAL	-	-	-	#DIV/0!	#DIV/0!	-
MATERIALS & SERVICES-E Total	317,891	54,995	21,525	17.3%	6.8%	33,469.63
CAPITAL OUTLAY-E						
EASEMENTS	-	-	-	#DIV/0!	#DIV/0!	-
EQUIPMENT - CAPITAL	20,000	-	-	0.0%	0.0%	-
CAPITAL OUTLAY-E Total	20,000	-	-	0.0%	0.0%	-
TRANSFERS OUT-E	376,220	94,055	81,755	25.0%	25.0%	12,300.00
Qlife-E Total	714,111	149,050	103,280	20.9%	15.6%	45,769.63
Qlife-E Total	714,111	149,050	103,280	20.9%	15.6%	45,769.63

Qlife Monthly Report
Operations Fund - September 2020

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Current FY - Prior FY YTD
				Budget Executed	Budget Executed	
Qlife Operations Total	714,111	149,050	103,280	20.9%	15.6%	45,769.63
Expense Total	714,111	149,050	103,280	20.9%	15.6%	45,769.63

Qlife Monthly Report Capital Fund - September 2020

Filters

Fd	601
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Current FY - Prior FY YTD
				Budget Executed	Budget Executed	
Revenue						
Qlife Capital						
Qlife-R						
Qlife-R						
INVESTMENT EARNINGS-R						
INTEREST EARNED	25,200	3,736	7,824	14.8%	31.0%	(4,087.82)
INVESTMENT EARNINGS-R Total	25,200	3,736	7,824	14.8%	31.0%	(4,087.82)
TRANSFERS IN-R						
TRANSFER FROM QLIFE OPERATING FUND	376,220	94,055	81,755	25.0%	25.0%	12,300.00
TRANSFER FROM QLIFE MAUPIN FUND	50,000	-	-	0.0%	#DIV/0!	-
TRANSFERS IN-R Total	426,220	94,055	81,755	22.1%	25.0%	12,300.00
CHARGES FOR SERVICES-R						
CONNECT CHARGES	19,000	49,140	-	258.6%	0.0%	49,140.00
CHARGES FOR SERVICES-R Total	19,000	49,140	-	258.6%	0.0%	49,140.00
Qlife-R Total	470,420	146,931	89,579	31.2%	24.1%	57,352.18
Qlife-R Total	470,420	146,931	89,579	31.2%	24.1%	57,352.18
Qlife Capital Total	470,420	146,931	89,579	31.2%	24.1%	57,352.18
Revenue Total	470,420	146,931	89,579	31.2%	24.1%	57,352.18
Expense						
Qlife Capital						
Qlife-E						
Qlife-E						
MATERIALS & SERVICES-E	-	-	-	#DIV/0!	#DIV/0!	-
CAPITAL OUTLAY-E						
BUILDINGS	-	-	-	#DIV/0!	#DIV/0!	-
EQUIPMENT - CAPITAL	80,000	-	-	0.0%	0.0%	-
PRIMARY SYSTEMS	878,003	199,083	175,001	22.7%	26.5%	24,082.19

Qlife Monthly Report
Capital Fund - September 2020

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Current FY - Prior FY YTD
				Budget Executed	Budget Executed	
SECONDARY LINE EXTENSION	300,000	-	13,053	0.0%	6.5%	(13,052.65)
CAPITAL OUTLAY-E Total	1,258,003	199,083	188,053	15.8%	20.0%	11,029.54
TRANSFERS OUT-E	-	-	-	#DIV/0!	0.0%	-
RESERVE FOR FUTURE EXPENDITURES-E	675,125	-	-	0.0%	0.0%	-
Qlife-E Total	1,933,128	199,083	188,053	10.3%	11.4%	11,029.54
Qlife-E Total	1,933,128	199,083	188,053	10.3%	11.4%	11,029.54
Qlife Capital Total	1,933,128	199,083	188,053	10.3%	11.4%	11,029.54
Expense Total	1,933,128	199,083	188,053	10.3%	11.4%	11,029.54

Qlife Monthly Report Maupin Fund - September 2020

Filters

Fd	602
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Revenue						
Qlife - Maupin						
Qlife-R						
Qlife-R						
INTERGOV'T REV - NON SINGLE AUDIT-R	-	-	-	#DIV/0!	#DIV/0!	-
INVESTMENT EARNINGS-R						
INTEREST EARNED	700	362	250	51.7%	416.9%	111.79
INVESTMENT EARNINGS-R Total	700	362	250	51.7%	416.9%	111.79
MISCELLANEOUS-R	-	-	-	#DIV/0!	#DIV/0!	-
TRANSFERS IN-R	-	-	-	#DIV/0!	0.0%	-
CHARGES FOR SERVICES-R						
CITY OF MAUPIN	-	-	144,765	#DIV/0!	100.0%	(144,765.00)
UTILITY SERVICE CHARGES	-	-	-	#DIV/0!	#DIV/0!	-
CITY OF MAUPIN FRANCHISE FEES	-	-	-	#DIV/0!	#DIV/0!	-
CITY OF MAUPIN - GORGE.NET RECEIPTS	3,360	-	1,335	0.0%	39.7%	(1,334.74)
CITY OF MAUPIN - LSN RECEIPTS	4,000	-	-	0.0%	0.0%	-
CHARGES FOR SERVICES-R Total	7,360	-	146,100	0.0%	96.0%	(146,099.74)
Qlife-R Total	8,060	362	146,350	4.5%	80.3%	(145,987.95)
Qlife-R Total	8,060	362	146,350	4.5%	80.3%	(145,987.95)
Qlife - Maupin Total	8,060	362	146,350	4.5%	80.3%	(145,987.95)
Revenue Total	8,060	362	146,350	4.5%	80.3%	(145,987.95)
Expense						
Qlife - Maupin						
Qlife-E						
Qlife-E						
MATERIALS & SERVICES-E						
ADMINISTRATIVE COST	-	-	-	#DIV/0!	#DIV/0!	-
INSURANCE & BONDS	-	-	-	#DIV/0!	#DIV/0!	-

Qlife Monthly Report Maupin Fund - September 2020

Account	Current Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
CONTR SRVCS - LEGAL COUNSEL CONTR	2,500	-	72	0.0%	2.9%	(72.00)
CONTRACTED SVCS - ENGINEERING	-	-	-	#DIV/0!	#DIV/0!	-
POLE CONNECTION FEES	1,050	-	-	0.0%	0.0%	-
CONTRACTED SVCS - WIFI	14,160	2,291	144	16.2%	1.0%	2,147.96
BROADBAND SUPPORT	-	-	-	#DIV/0!	#DIV/0!	-
MATERIALS & SERVICES-E Total	17,710	2,291	216	12.9%	1.2%	2,075.96
CAPITAL OUTLAY-E						
EQUIPMENT - CAPITAL	-	-	-	#DIV/0!	#DIV/0!	-
PRIMARY SYSTEMS	51,000	-	-	0.0%	0.0%	-
SECONDARY LINE EXTENSION	-	-	-	#DIV/0!	#DIV/0!	-
CAPITAL OUTLAY-E Total	51,000	-	-	0.0%	0.0%	-
TRANSFERS OUT-E	50,000	-	-	0.0%	#DIV/0!	-
Qlife-E Total	118,710	2,291	216	1.9%	0.6%	2,075.96
Qlife-E Total	118,710	2,291	216	1.9%	0.6%	2,075.96
Qlife - Maupin Total	118,710	2,291	216	1.9%	0.6%	2,075.96
Expense Total	118,710	2,291	216	1.9%	0.6%	2,075.96

Qlife Monthly Report
Accounts Reveivable - September 2020
Accounts Receivable Summary

Fund	Total Receivable	Current	30-59 Days	60-89 Days	90-119 Days	Over 120 Days
600	92,770.78	29,465.00	44,100.00	-	-	19,205.78
601	-	-	-	-	-	-
602	-	-	-	-	-	-
August	86,435.78	66,780.00	-	-	450.00	19,205.78
July	73,415.78	53,760.00	-	450.00	-	19,205.78
June	27,790.78	8,165.00	-	420.00	-	19,205.78
May	31,125.78	8,460.00	420.00	3,040.00	-	19,205.78
April	37,920.78	8,825.00	6,465.00	3,425.00	-	19,205.78
March	40,130.78	17,500.00	3,425.00	-	-	19,205.78
February	36,285.78	17,080.00	-	-	-	19,205.78
January	29,820.78	10,615.00	-	-	-	19,205.78
December	29,180.78	9,975.00	-	-	-	19,205.78
November	26,615.78	7,410.00	-	-	-	19,205.78
October	30,530.78	11,325.00	-	-	-	19,205.78
September	23,255.78	4,050.00	-	-	-	19,205.78
August	47,430.78	28,225.00	-	-	-	19,205.78
July	44,087.06	24,881.28	-	-	-	19,205.78
June	153,555.78	134,350.00	-	-	-	19,205.78
May	49,540.78	30,335.00	-	-	-	19,205.78
Apr	45,445.78	26,240.00	-	-	-	19,205.78
Mar	30,495.78	11,290.00	-	-	-	19,205.78
Feb	49,520.78	30,315.00	-	-	-	19,205.78
Jan	33,980.78	7,575.00	-	-	-	26,405.78
Dec	38,445.78	12,040.00	-	-	-	26,405.78
Nov	61,291.78	34,740.00	-	146.00	-	26,405.78

September 2020 Bank Reconciliation

Recon Mike 10/19/20

	Main Checking Bank	Eden 600	Eden 601	Eden 602	Eden Total		LGIP Account Bank	*.11403 Eden 600	Eden 601	Eden 602	Eden
Beginning Balance	615,279.40	181,711.43	259,216.31	163,316.10	604,243.84		1,507,459.63	39,153.32	1,465,848.77	2,457.54	1,507,459.63
Credits	49,140.00				-						
Deposits	54,160.00	54,160.00	80,491.67	-	134,651.67	Debit	1,235.62	128.50	1,010.74	96.38	1,235.62
Withdrawals					-						
Checks	209,795.99	48,920.84	189,556.72	1,145.74	239,623.30	Credit					
Ending Balance	508,783.41	186,950.59	150,151.26	162,170.36	499,272.21		1,508,695.25	39,281.82	1,466,859.51	2,553.92	1,508,695.25
Deposits in Transit											
Outstanding Checks	\$9,511.20				-						
Adjusted Balance	499,272.21	186,950.59	150,151.26	162,170.36	499,272.21						
Checking Variance	-						-	10.4%	81.8%	7.8%	
								Interest Allocation Rate			

Aristo Networks	5412		\$7,911.20
Oregon Trail Insurance	5421		\$1,600.00
			\$9,511.20

Qlife – Financial Analysis for September 2020 Financial Statements

The financial statements for through the 3rd month of the 2021 Fiscal Year (FY21) are presented. The statements are intended for the use of Management and are not audited. The expected straight-line assumption for accounts is 25.0% (3/12). This is a typically a good starting point for analysis.

Operations Fund

Total revenues for the fund are \$223,179. This is a budget execution of 33.3% - which is significantly more than the expected execution rate of 25.0%. This is due to a catchup billing to a customer of \$44,100 for last fiscal year. This is a one-time bump in revenue and increases the budget execution by 7%. The catchup billing invoice has not been paid as of 10/19/2020.

Utility Service Charges are execution at 33.2% - this is due to the catch-up billing. As mentioned above, the catchup billing increases the execution rate by 7%

Accounts Receivable has an increase over August. It still has not been paid as of 9/22/2020. While the balance has increased, only the catchup billing has become late. Staff will continue to monitor the AR balances closely. It seems the impact of COVID is slow processing for many entities.

Interest is executing at 41.6%. This is at total of \$499. Interest rates are lower now, but more is being kept in the LGIP accounts. Additionally, the formula to determine the interest allocation has been adjusted partway through last fiscal year.

Expenditures are executing at 20.9% for all expenses. While transfers out are a straight-line expense, some of the Materials & Services are above expectations. Pole Connection Fees are already at 79% of execution (no change since July) while legal services are up to 57.0%. Contracted Services for Engineering is at 43.8%. The Engineering is high primarily due to Work Order #12. Network Systems Management is no longer above the straight-line rate (executing at 21.8% currently). These should be watched going forward. None of the administration costs have been paid yet as the plan is to bill quarterly. Staff are working to resolve the administration cost issue.

Capital Fund

Tranfers In from the Operation Fund are proceeding as budgeted.

Interest is executing at 14.8% which is \$4,088 less than last fiscal year. As stated in the Operating Fund discussion, the allocation formula has been adjusted. Additionally, interest rates are decreasing which will be a factor in future statements.

The big revenue is \$49,140 showing for Connect charges. At the time of the statement creation, it is not 100% sure the revenue belongs here – staff are investigating. This was transferred into the checking account and is believed to be related to the Lone Pine project. If the assumptions are incorrect, the revenue will be move to the appropriate revenue code.

Expenses are executing at 10.3%. This is a total of \$199,083 compared to \$188,053 last fiscal year at this time. The total expense was all for the Primary System – primarily the Lone Pine project.

Maupin Fund

Revenue for the fund is at 3.3% budget execution. This is due to only receiving interest as revenue. This is \$165.

There will be some receipts later in the year, but not as of yet. The City of Maupin stated the LSN receipts received for FY20 from LSN were \$3,516 and would be sent on to Qlife. This was expected in August. The funds have not arrived yet. As the funds were expected in FY20 the accrual was done. This will not show as revenue in FY21 but the lack of it arriving to date is relevant to disclose. Staff are following up on this.

At this point, the only expenses charged to the Maupin fund are for the Contracted Services – WIFI support – which is executing as expected.

While there is a transfer budgeted, it will be done near the end of the year when the trends of the fund can be examined more closely to ensure the fund is not cut short. This will be paid out of the fund balance.

Summary

The year is off to a steady start. The spending in the Operations fund for contracted services should be watched as this is the only area with a trend developing to watch. The funds not arriving from Maupin for the LSN receipts is another item that needs to be watched even though it is tied to a prior fiscal year.

Reconciliations

Bank reconciliations are completed through September and are attached.



Discussion Items

- [Aristo Technical Management Report](#)
- [Admin Update](#)
- [November/December Board Meeting Date](#)
 - [December 3 or December 10?](#)

Aristo Networks LLC
Technical Management Report
By
John Amery
10/20/2020

Items of Interest:

- New path feeding Curtis Homes by Sorosis Park Phase1 has been awarded to “The Fiber Guys”
 - Still waiting for contractor to schedule in work.
- Lone Pine tie into QLIFE backbone.
 - Splicing in FTTH fiber backbone this week
- Electronics
 - UPS shutdown (new event causing outage)
 - Have purchased new batteries for UPS. They have not arrived yet.
 - QLIFE primary monitoring server is unresponsive.
 - Considering hosted cloud solution moving forward
 - Project on hold until after audit.

SUB-GRANT AGREEMENT

This Sub-grant Agreement (“this Agreement”) is entered into between Wasco County (“Grantee”, “Local Jurisdiction” or “Wasco County”), and Q-Life Network (“Sub-grantee”, “Q-Life”).

RECITALS

1. The Local Jurisdiction (Wasco County) is receiving the following grant from the State of Oregon acting by and through its Department of Administrative Services (“Agency” or “State”).
 - a. Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (collectively “the CARES Act” or “Acts”) the Department of Administrative Services (“Agency”) is authorized to enter into a grant agreement with the Grantee (Wasco County) and provide funding for the purposes described in the **GRANT No. #1032**, attached as **Exhibit 1**, incorporated herein by this reference (“**the CARES Act Grant**”).
2. Sub-grantee, Q-Life is an intergovernmental entity developed through Oregon Revised Statutes as a Chapter 190.265 and has the authority to inter into a Governmental Agreement including Wasco County (“Grantee”).
3. As provided in Exhibit 1, a portion of the Grant Funds awarded in Grant No. **#1032** are based on qualifying Project expenditures made by Sub-grantee, as further set for in **Exhibit 2**. (“Sub-grant Project Budget”).
4. By this intergovernmental agreement, pursuant to ORS 190.110(4) the parties intend that the Grantee will act for itself and on behalf of Q-Life to receive and disburse grant Funds to itself and to Sub-grantee in a manner consistent with the Sub-grant Project Budget.

THEREFORE, the parties agree as follows:

- 1) ELIGIBLE ACTIVITIES
 - A) For the use of Grant Funds, eligible Project activities are defined in the **Exhibit A** of the CARES Act Grant agreement, attached hereto as Exhibit 1.
- 2) RESPONSIBILITIES OF LOCAL JURISDICTION
 - Local Jurisdiction has these responsibilities
 - A) The local jurisdiction is responsible to comply with the Cares Act Grant as set forth in Exhibit 1: and
 - B) Subject to the availability of funds, make disbursements to Sub-grantee pursuant to this Sub-grant Agreement and the CARES Act Grant in a manner consistent with the Sub-grant Project Budget (Exhibit 2); and
 - C) Grant Agreement Responsibilities: With regard to the Grant Agreement Local Jurisdiction shall:

- 1) Monitor and Oversee Sub-grantee. With regard to activities carried out by Sub-grantee under the Grant Agreement. Local Jurisdiction shall:
 - (a) Ensure that Sub-grantee complies with the CARES Act and Regulations, and the terms of this Sub-grant agreement;
 - (b) To the extent allowed under Section 7 of this Agreement (Suspension and Termination), recover on behalf of the State any liabilities that may arise as a result of the breach of the Grant Agreement by Sub-grantee;
 - (c) Meet with Sub-grantee as necessary to monitor Project requirements and assure that all Project activities comply with the Acts and Regulations. Participants will review applications and other Project documentation to assure that Project requirements are being met in a timely manner;
 - (d) Identify a liaison from Wasco County to work with Sub-grantee to ensure that all Project requirements are being met in a timely manner;
 - (e) Other miscellaneous items such as required by the grant agreement.

2) Timeliness – Act timely with regard to the grant agreement.

- D) Insurance. Local Jurisdiction shall maintain at all times insurance as required by Section 12 and Exhibit B of the CARES Act Grant Agreement (Exhibit 1 attached hereto).
- E) Notices. Local Jurisdiction shall provide Sub-grantee with a copy of all notice received by the Local Jurisdiction from the State related to this Sub-grant Agreement.
- F) Other Responsibilities. Local Jurisdiction shall fulfill any other responsibilities it has undertaken in this Agreement and in the Grant Agreement.

3) RESPONSIBILITIES OF SUB-GRANTEE

A) Generally

- 1) Sub-grantee shall meet with Grantee as necessary to ensure that all requirements for Project activities under the Grant and related Acts are met in a timely manner.
- 2) Sub-grantee shall work closely with the Grantee (Wasco County) liaison who shall be appointed to ensure compliance with terms of conditions of the CARES Act Grant Agreement.
- 3) Sub-grantee shall repay to Grantee any portion of Sub-grant payment as a result of noncompliance of all this Agreement, or the repayment of funds to the State of Oregon received pursuant to the Grant Agreement and further received by Q-Life, not limited to the above responsibilities.
- 4) Gain authority from governing body to enter into Agreement.

B) Grant Agreement Responsibilities.

Sub-grantee shall perform the following tasks as they relate to the Grant No. **#1032** (the CARES Act Grant):

- 1) Grant Administration. Grant administration duties include but are not limited to:
 - (a) Prepare grant budget, schedules and amendments (related to Sub-grant);

- (b) Set up systems to assure compliance with state and federal program requirements. For example: grant accounting system; and
 - (c) Assisting Local Jurisdiction in meeting report submission and other requirements, as applicable; and
 - (d) Prepare documents and reports as required and provide them to the local jurisdiction for review; and
 - (e) Prepare all required reports in a timely manner and submit to the Local Jurisdiction for review in time to allow for the meeting of specific deadlines required by the grant; and
 - (f) As required by Section 10.4 of the CARES Act Grant, if as result of the Sub-grant, Sub-grantee is exposed to or acquires Confidential Information, Sub-grantee will treat and maintain such information in the same manner as required of Grantee under subsections 10.1 and 10.2 of the grant Section 10.
- 2) Project Management: Sub-grantee shall perform all tasks necessary for the Sub-grant to Sub-grantee.
 - 3) Maintenances of Case Files and Other Records:
 - (a) The Sub-grantee will maintain Sub-grant financial records in accordance with Section 19 of the CARES Act Grant Agreement.
- C) Staffing
- 1) Sub-grantee shall assign such staff as is appropriate to carry out its responsibilities in a timely and professional manner.

4) TIME OF PERFORMANCE

- A) Grant Agreement Services: N/A

5) COMPENSATION

- A) Grant Agreement Services: N/A

6) NOTICES

Notices required by this Agreement shall be in writing and mailed by first class mail. Until otherwise notified in writing, notices shall be directed to the following representatives:

A) Grant Manager

Matthew Klebes
 511 Washington Street
 The Dalles, OR 97058
 Phone: 541.506.2553
 Email: matthewk@co.wasco.or.us

B) Sub-grantee's Manager is:

Matthew Klebes
511 Washington Street, Ste 101
The Dalles, OR 97058
Phone: 541-506-2553
Email: matthewk@co.wasco.or.us

7) SUSPENSION OR TERMINATION OF AGREEMENT

A) Voluntary Termination: Subject to the terms of the CARES Act Grant agreement (Exhibit 1) the parties may jointly agree to terminate this Agreement, upon such terms and conditions as they mutually agree.

B) Involuntary Termination

- 1) Written Notice and Opportunity to Cure. If either party substantially fails to comply with any material term of this Agreement, or with any of the rules, regulation or provisions referred to herein, the other party shall give written notice of such noncompliance to the party allegedly in default. The notice shall state the specific manner in which the party has failed to comply with this Agreement or rules, and shall give that party no less than 30 days, or such longer time as may be reasonable necessary under the circumstances, in which to remedy such breach. If such noncompliance is not corrected within the time provided, the party not in default may suspend to terminate this Agreement, in whole or in part.
- 2) Suspension of Payments. If there is evidence of fraud or misappropriation of funds, the Local Jurisdiction may withhold any further compensation to Sub-grantee, until such time as the Sub-grantee is in compliance with this Agreement.
- 3) Remedies. Remedies are limited by the CARES Act Grant Agreement (Exhibit 1; Section 16).
 - (a) If there is a material breach by Sub-grantee, Local Jurisdiction shall be entitled to recover from Sub-grantee any sums that may become due as a result of a breach of this Agreement by Sub-grantee.
 - (b) In the event of termination by Local Jurisdiction, Sub-grantee may pursue any remedy allowed in law or equity.

8) GENERAL CONDITIONS

A) General Compliance. Both parties agree to comply with the CARES Act Grant and the terms and conditions set forth in the Acts and to comply with all other applicable Federal, State, and local laws, regulations, and policies governing the funds provide under this Agreement.

B) Conflict of Interest. No employee agent, consultant, officer, or elected or appointed official of the Local Jurisdiction or the Sub-grantee receiving Grant Funds who exercises or has exercised any function or responsibilities with respect to Project activities who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest or benefit, direct or indirect, in any contract,

subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, as defined in the program 24 CFR Part 570.489(h).

C) Independent Contractor.

- 1) Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall be responsible exclusively for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its officers, agents and employees.
- 2) The Sub-grantee and Local Jurisdiction agree that there is no relationship under this agreement except as specified herein. The Local Jurisdiction exercises no control over, is not responsible for the acts of, and assumes no specific responsibilities to or for officers, employees or agents or the public in general, except as specified in this Agreement. The Sub-grantee shall not claim any relationship with the Local Jurisdiction as agent, representative or employee which is not expressly set forth in this agreement.

D) Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

E) Indemnifications and Hold Harmless. To the extent permitted by the Constitution and Statutes of the State of Oregon, including by not limited to the Oregon Tort Claims Act, each party shall hold harmless, defend and indemnify the other party from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the party's performance or nonperformance of the services or subject matter called for in this Agreement, or the receipt of funds that are later determined by the State of Oregon to be recoverable pursuant to the Grant Agreement.

F) Insurance

- 1) The Sub-grantee will comply with Exhibit B of the Local Jurisdiction grant agreement (CARES Act Grant, Exhibit 1, hereto) with regard to the Agency.

G) Assignment. Either party may assign this Agreement, but only with the prior written consent of the other party.

H) Amendments

- 1) The Local Jurisdiction and Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing signed by a duly authorized representatives of both organizations, are pre-approved,

by the Local Jurisdiction and Q-Life's (Sub-grantee's) highest elected official or Administrative Representative, and

- 2) The Local Jurisdiction may, in its discretion, amend this agreement to conform with Federal, State, or local governmental guidelines, policies, and available fund amounts, or for other reasons. Local jurisdiction shall notify Sub-grantee in writing of any such amendment. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications must be by written amendment, and pre-approved by the Local Jurisdiction and Sub-grantee.
- 3) Changes to the project goals, schedule, or budget related to the Grant Agreement may be made only through a written amendment to this Agreement, signed by the Sub-grantee and Local Jurisdiction. The State shall have a minimum of ten business days to review proposed amendments prior to signing by the parties.

I) Attorney Fees. Each party is responsible for its own attorney fees.

J) Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9) ADMINISTRATIVE REQUIREMENTS

A) Documentation and Record-keeping.

- 1) Records to be maintained.
 - (a) Sub-grantee shall maintain all records as described in the CARES Act Grant agreement at subsection 19.13 (Records Maintenance and Access). Exhibit 1, attached hereto.
- 2) Close-Outs. Sub-grantee's Grant Agreement obligations to the Local Jurisdiction shall not end until the State determines that the project can be administratively closed.
- 3) Audits and Inspections.
 - (a) Audits shall be conducted as described in the CARES Act Grant, Exhibit C of the Exhibit 1 attached hereto.
- 4) Procurement. To the extent applicable, Sub-grantee shall procure all materials, property or services in accordance with state law and applicable federal law.

10) OTHER CONDITIONS RELATED TO GRANT AGREEMENT

A) Federal Terms. Sub-grantee will comply with federal terms described in Section 2 of Exhibit C of the CARES Act Grant (grant document attached hereto as Exhibit 1).

- 1) Sub-grantee must comply with 41 U.S.C. 4712, Program for Enhancement of employees, in writing, in the predominant language of the workforce, of the employee whistle blower rights and protections under 41 USC. 4712.
- 2) Sub-grantee will comply with audit provisions described in Exhibit C to the CARES Act Grant (Exhibit 1, hereto).

11) EFFECTIVE DATE:

The effective date of this Agreement is October 7, 2020

Signatures:

Wasco County Board of Commissioners:



Scott C. Hege, Chair



Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner



Scott Hege, Q-Life Chair

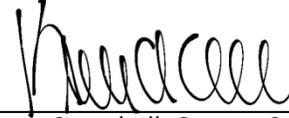
Date: October 7, 2020

Approved As To Form:



Kristen Campbell, Q-Life Attorney

APPROVED AS TO FORM:



Kristen Campbell, County Counsel

EXHIBIT 2

FEDERAL FUNIDNG CERTIFICATION

I, Scott Hege, am the Chair of the Board of Directors of Q-Life Network, and I certify that:

- 1) I have the authority and approval from the governing body on behalf of, Q-Life Network to request direct payment from the State of Oregon from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748. The Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for reimbursement of the expenditures included on the attached Funding Request Form.
- 2) I understand that as additional federal guidance becomes available, an additional agreement between the State of Oregon and Q-Life Network may become necessary.
- 3) I understand that the State of Oregon will rely on this certification as a material representation in making a direct payment to Q-Life Network.
- 4) I certify Q-Life Network’s use of the funds provided as direct payment from the Coronavirus Relief Fund were used only to cover those costs that:
 - (a) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)(“necessary expenditure”);
 - (b) Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - (c) Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- 5) I understand funds provided as a direct payment from the State of Oregon pursuant to this certification must adhere to official federal guidance issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Oregon.
- 6) I understand any local government entity receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including by not limited to invoices and/or sales receipts in a manner consistent with § 200.333 *Retention requirements for Audit*

¹ Guidance available at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the State of Oregon upon request and may be subject to audit by the Secretary of State.

- 7) I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
- 8) I understand funds received pursuant to this certification cannot be used for expenditures for which a local government entity has received any other supplemental funding (whether State, Federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Scott Hege, Chair of Q-Life Board

Date: October 7, 2020

EXHIBIT 3 (Expense
Work Sheet)

Period Expenses Incurred: _____

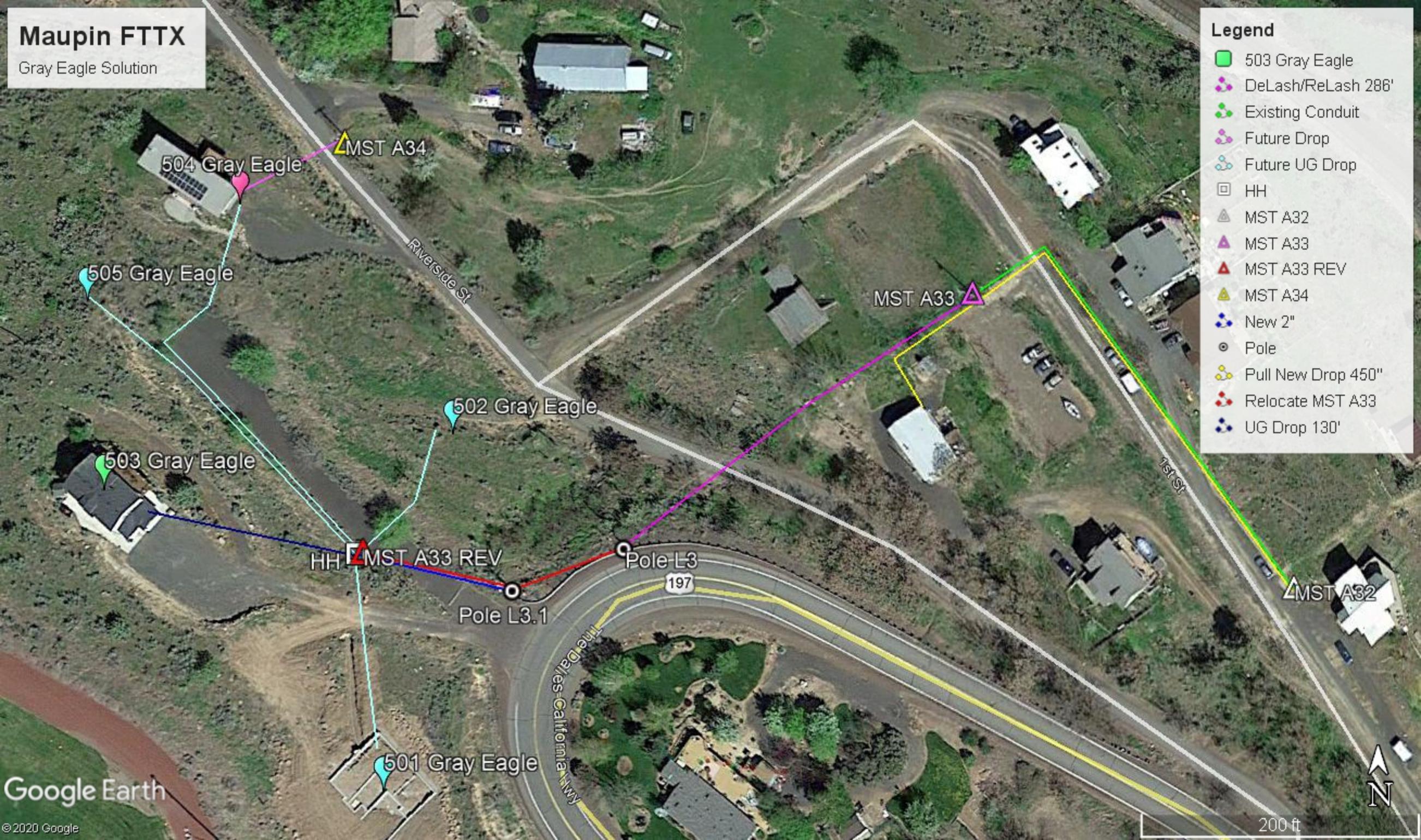
Eligible Expenditures	Costs Incurred
I. Medical Expenses: A. <u>Public hospitals, clinics, and similar facilities</u> B. <u>Temporary public medical facilities</u> C. <u>COVID-19 testing, including serological testing</u> D. <u>Emergency medical response expenses</u> E. <u>Telemedicine capabilities</u>	
II. Public Health Expenses A. <u>Communication and enforcement</u> B. <u>Medical and protective supplies</u> C. <u>Disinfecting public areas and other facilities</u> D. <u>Technical assistance on COVID-19 threat mitigation</u> E. <u>Public Safety Measures</u> F. <u>Care for homeless population</u>	
III. Payroll expenses for employees dedicated to COVID-19	
IV. Public Heal Measures A. <u>Food Delivery Services</u> B. <u>Distance Learning, including technology improvements</u> C. <u>Paid Sick and paid family and medical leave in COVID-19 compliance</u> D. <u>Maintenance of county jail, sanitation and social distance measures</u>	
V. Other COVID-19 Expenses A. _____ B. _____ C. _____ D. _____	
Total Current Request for COVID-19 Funding	

Maupin FTTX

Gray Eagle Solution

Legend

- 503 Gray Eagle
- DeLash/ReLash 286'
- Existing Conduit
- Future Drop
- Future UG Drop
- HH
- MST A32
- MST A33
- MST A33 REV
- MST A34
- New 2"
- Pole
- Pull New Drop 450"
- Relocate MST A33
- UG Drop 130'





Action Items

- [City Hall Augment Bid Results](#)

Bidder's Response Format: NORTH SKY COMMUNICATIONS, LLC

Bidder is to break out their bid into the following categories and units:

Item	Unit of Measurement	Cost per Unit	Total Units	Total Cost
Place new 6.6m strand/messenger	Feet (linear)	\$ 95.00	41	\$ 3,895.00
Place new aerial slack storage bracket	Per snow shoe pair	\$ 290.00	5	\$ 1,450.00
Place 4" GRC riser conduit	Feet	\$ 117.00	20	\$ 2,340.00
Place 3-1.25" Plenum conduit	Feet	\$ 180.00	79	\$ 14,220.00
Overlash new 288 count fiber cable to existing strand (WEST)	Feet (linear)	\$ 14.50	469	\$ 6,800.50
Overlash new 288 count fiber cable to existing strand (ANNEX)	Feet (linear)	\$ 14.50	1538	\$ 22,301.00
Lash new 288 count fiber to new strand	Feet (linear)	\$ 14.50	41	\$ 594.50
Pull new 288 count fiber through existing conduit (ANNEX) and (WEST)	Feet (linear)	\$ 32.90	354	\$ 11,646.60
Pull new 288 count fiber through new conduit (ANNEX)	Feet (linear)	\$ 32.90	99	\$ 3,257.10
	Total Bid Cost			\$ 66,504.70

Additional Notes:

- Contractor is responsible for adhering to City of The Dalles ROW and Transportation requirements.
- Contractor is responsible for adhering to all manufacturer recommendations and industry standard practices for materials to be placed.
- Evaluation criteria may include but is not limited to cost, ability to meet construction start date, ability to meet RFQ stated time lines, and/or past performance. **Please include documentation of your companies ability to meet these criteria within your bid responses.**
- QLIFE reserves the right to discard potential bidders at QLIFE's discretion if it is determined a potential contractor does not meet qualifications.
- QLIFE reserves the right to not award at QLIFE's discretion if it is determined no qualified bids came in within QLIFE's acceptable bid range.

General Resume

North Sky Communications, LLC

Parent Company: Dycom Industries, Inc.

16701 SE McGillivray Blvd., Suite 200
Vancouver, WA 98683
360-254-6920
360-254-5097

300+ Employees

Background

North Sky Communications, LLC is a specialty telecommunications construction company with over 25 years of experience. Our home base of operations is Vancouver, Washington with several satellite offices located in the Pacific Northwest and across the country, including a strong presence in Texas. North Sky was formed in April of 1990 by the merging of Sky Antenna Systems, Inc. and North Pacific Utility Contractors, Inc. Sky Antenna, established in 1980, was an installation and aerial construction company for both CATV and telephone, while North Pacific concentrated on CATV and telephone underground development. The merger was a natural joining of two respected and ambitious Northwest companies, offering a full range of communications construction and installation services.

North Sky Communications, LLC is one of the largest and most specialized professional service construction firms in the Pacific Northwest. We specialize in full fiber optic turnkey solutions from conception to final in-home installations. Planning, fielding, designing, permitting, and scheduling are only the beginning of our services, as we follow through with construction, splicing, testing, provisioning, installation, and final documentation of our projects.

Our core strength is the ability to meet a client's immediate needs in existing markets, and support them with expansion into new markets. North Sky has the ability to draw from the very best of our local management staff and craft employees, and, when necessary, North Sky has the ability to draw from the resources of more than 40 operating companies (approximately 14,000 employees) within the network of Dycom Industries, Inc.

North Sky Communications, LLC is a highly successful company with solid operations and a strong financial position. Being a part of Dycom Industries gives North Sky the financial backing and professional leadership to grow within our immediate region and to expand into new markets. A key component of North Sky's expansion strategy has been and will continue to be a focus on organic growth and identification of new and existing potential in our current area of operations.

Financial Highlights

- Strong operating performance – year after year
- \$300 Million bonding capability (in excess of \$20 Million per project)

Parent Company Support

North Sky Communications, LLC operates as an individual business unit of our parent company – Dycom Industries, Inc. (www.dycomind.com). We have the financial backing, best in class insurance coverage, best in class safety programs, and the most modern fleet of vehicles and equipment to compliment our management and craft employees. The following are a few of our Support Services:

- Safety Programs – we have an in-house Safety Manager, who is supported directly by the Dycom Industries Safety Team.
- Quality Control – we monitor our QC Programs internally.
- Fleet Maintenance – Fleet maintenance and purchases are coordinated through Dycom Industries' Fleet Services. North Sky Communications, LLC has access to a vehicle and equipment fleet well in excess of 2,000 units.
- Training – we train internally and provide certifications where required.

Experience & Capabilities

- 20+ years of Engineering/Installation Pre/Post Wiring of MDU/SFU's
- 20+ years of Installation Experience in Telephone, Data, and Video.
- Modern Fleet, Equipment, and Tools.
- Quality Control Processes/Implementation
- Invoicing & Administrative Support Staff
- Experienced in Staffing Multiple Locations/States
- Standard Uniforms with Logo & Picture ID of Individual Technicians

Safety

At North Sky Communications, the safety of our employees is our top priority. We care about our team members, so we train each employee on safe practices related to the utility construction industry.

Our classes include:

- New Employee Orientation and Safety Training
- Defensive Driving / DOT Practices
- Confined Space Entry
- Trench Safety / Competent Person Training
- Electrical Safety
- Weekly "Safety Tailgate" Meetings

Our safety program includes a variety of training methods including video presentations, live demonstrations, intensive training seminars, and in-field training. Our programs are designed to increase awareness and promote an attitude of safety. All of our employees are tested in the areas they receive training, and we maintain detailed records.

Company Culture

The character and culture of North Sky Communications is made up of each person that works for the company. It is the goal of the company to select, hire and train the best candidates for each position that compliments the culture and ethical values of the company. Each Manager will be expected to hire, train and promote very professional and highly experienced business unit leaders and crews.

Focus Items:

- Support Local Community
- Develop Discipline-Specific Training Programs
- Provide Career Path and Promotional Ladder
- Support Local Hiring Practices
 - Minimize Subsistence Cost
 - Low Cost Provider



Executive Session
