

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
GARGOYLE TECHNOLOGIES, INC. FOR HOUSING AUTHORITY OF CHAMPAIGN
COUNTY DIGITAL EQUITY AND INCLUSION PROJECT ASSISTANCE**

This Agreement is entered as of November 1, 2022, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and Gargoyle Technologies, Inc. DBA Volo Internet + Tech (“Volo”), with an address of 3310 N. Cunningham Avenue, Urbana, IL 61802; collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to provide assistance to households or populations facing negative economic impacts from the COVID-19 pandemic, including household assistance to internet access programs; and

WHEREAS, Volo is a domestic corporation that provides registered affordable connectivity of fiber optic internet access service, and currently provides such service and technical support to customers within Champaign County of Illinois; and

WHEREAS, the County desires to overcome barriers to the expansion and availability of broadband resources in unserved and underserved areas of Champaign County, including Housing Authority of Champaign County (“HACC”) residential facilities; and

WHEREAS, Volo desires to apply for grant support to deploy individual Wireless Local Access Networks (WLANs) within 17 residential facilities managed by the HACC in Champaign County that would enable Volo to deliver broadband internet access service to said units as part of the HACC Digital Equity and Inclusion Project (“Project”); and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party pending grant award following Volo’s submission of grant application to undertake the Project.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for undertaking the Project through the following understanding, according to the project scope, details, and budget provided in Attachment 1:

- a. **Project:** Pending grant funding approval, Volo will deploy Wireless Local Area Networks to each individual unit 17 residential facilities managed by the HACC in Champaign County.
- b. **Grant Application:** Volo will apply for Connect Illinois grant funding in the amount of \$349,462.50 through the Illinois Department of Commerce and Economic Opportunity. Pending grant approval, the County shall provide ARPA Funds in a matching amount to Volo's contribution to assist the project.
- c. **Internet Services:** Volo will construct, configure, and deploy Wireless Local Access Networks and support assistance for all residential units within 17 HACC facilities, including Wi-Fi 6E access points, Wi-Fi enabled devices, and assistance with wireless local access set up and configuration to each residential unit.
- d. **Digital Inclusion Activities.** Volo will offer training and assistance to the tenants within the 17 HACC facilities for use of the new network devices and enrollment in the Affordable Connectivity Program ("ACP"), and training for HACC staff to assist future tenants in enrollment and navigation of ACP benefits.
- e. **Affordable Service.** Volo will assist each tenant in applying for ACP monthly internet discount with a registered ACP Internet Service Provider that provides broadband capable service. For those qualifying for the ACP, Volo will provide service up to 1000 Mbps at no additional charge above the available ACP subsidy where Volo fiber optic internet infrastructure is available.
- f. **Funding:** The County will transfer ARPA funds to Volo in an amount up to the lesser of 25% of the total project cost or \$174,731.25 in support of the Project beginning in County fiscal year 2022, according to the projected budget in Attachment 1. The transfer of funds shall be provided to Volo based on invoice(s) for related household internet access connectivity deployment activities. A Risk Assessment Form, copy of the invoice and documentation for household internet access deployment activities, and Reporting Form shall be submitted by Volo to the County prior to the first payment. If multiple payments are needed, Volo shall submit a copy of invoices and related documentation, along with submission of a Reporting Form by Volo to the County for each payment, with a maximum total amount not to exceed the lesser of 25% of the total project cost or \$174,731.25. The County shall provide the Risk Assessment Form and Reporting templates to Volo.

2. Roles and Responsibilities of Volo.

a. Oversight

- i. Volo agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review the Project in progress.
- ii. Volo agrees to provide copies of all grant submittals for the Project in near final form to County staff for review at least one week prior to the grant deadline.
- iii. Volo will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iv. Volo will assist in broadband-related goals of the Department of Treasury ARPA Funding which include:
 1. Participation in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP) or otherwise provide access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure.
- v. Volo will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information may include, but is not limited to: program details and purpose, program timeline and status, program impact, expenditure information and status, capital expenditure amounts and details, impacted populations, number of clients/households served, status of other funding sources, how the program responds to negative impacts of the pandemic, Davis Bacon and Labor Reporting for capital expenditures over \$10 million. Reporting requirements will be specified by the County.
- vi. Volo will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Volo and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- vii. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Volo understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- viii. Volo will comply with all applicable statutes, ordinances, and regulations. Volo will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds

provided under this Agreement is prohibited by law, Volo will reimburse the County any amount that is determined to have been spent in violation of the law.

- ix. Volo will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

b. Project.

- i. Services: Volo shall conduct activities toward operation of Project under the following requirements:
 - 1. Volo shall incur project costs between October 7, 2022 and December 31, 2024, with reimbursement request(s) submitted to the County by June 30, 2026. Any costs incurred after December 31, 2024 are not eligible for ARPA Funds reimbursement.
 - 2. Volo shall incur program costs in accordance with this Agreement and the proposed project details provided in Attachment 1.

3. Roles and Responsibilities of the County.

- a. Pending commitment of additional funding sources, the County shall provide ARPA Funds to Volo in an amount of up to the lesser of 25% of the total project cost or \$174,731.25, available beginning in 2022. The transfer of funds shall be provided to Volo based on invoice(s) for related household internet access deployment activities. A Risk Assessment Form, copy of the invoice and documentation for household internet access deployment activities, and Reporting Form shall be submitted by Volo to the County prior to the first payment. If multiple payments are needed, Volo shall submit a copy of invoices and related documentation, along with submission of a Reporting Form by Volo to the County for each payment, with a maximum total amount not to exceed the lesser of 25% of the total project cost or \$174,731.25. The County shall provide the Risk Assessment Form and Reporting templates to Volo.
- b. The County shall provide letters of support as needed for Volo to apply for Project funding assistance.
- c. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
- d. The County is not responsible in any way for the operations of Volo.

- 4. **Term.** This Agreement shall commence upon its execution between the Parties.

5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, Volo shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Volo does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Volo will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** Volo agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Volo, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**GARGOYLE TECHNOLOGIES, INC.
DBA Volo Internet + Tech**



Darlene A. Kloepfel, County Executive



Peter Folk, President

VOLO INTERNET + TECH DEPLOYMENT OF INTERNET PROPOSAL FOR HOUSING AUTHORITY OF CHAMPAIGN COUNTY DIGITAL EQUITY AND INCLUSION PROJECT

I. PROJECT DETAILS

- A. **Volo Internet + Tech (Volo)** is a registered affordable connectivity provider of fiber optic internet access service, and currently provides such service and technical support to customers within Champaign County of Illinois.

- B. **Scope:** Volo intends to apply for grant support to deploy individual Wireless Local Access Networks (WLANs) within 924 units of 17 communities managed by the Housing Authority of Champaign County (HACC), that would enable the Volo to deliver broadband internet access service to said units. This will include Wi-Fi 6E access points, Wi-Fi enabled devices, and assistance with wireless local access network set up and configuration to each housing unit. The community members do not currently have access to true broadband capabilities and benefits due to: lack of broadband capable end-user devices, access to affordable broadband capable wireless routers, and connection to Affordable Connectivity Program (“ACP”) Internet Service Providers (“ISP”). Through this program, the tenants will have access to the preferred method of engaging the internet via Wi-Fi, which allows for multi-user engagement within each household, technical support and training to utilize these devices, and assistance with maximizing their ACP benefits.

- C. **Digital Inclusion Activities:** The program will include training and assistance for the HACC communities’ tenants with enrollment to the ACP, training for HACC staff for providing support for future tenants in enrollment and navigation of ACP benefits.

- D. **Affordable Service:** Volo will assist each tenant in applying for an ACP monthly internet discount with a registered ACP ISP that provides broadband capable service. For those qualifying for the ACP, Volo will provide services up to 1,000 Mbps at no additional charge above the available ACP subsidy where Volo fiber optic internet infrastructure is available.

- E. **Internet Access:** Volo will ensure that the deployment of internet reliably meets or exceeds symmetrical 100 Mbps download and upload speeds. If these speeds are not met, Volo will explain why not and will confirm that the project will reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed. Internet service provided by Volo will also maintain an average latency

of less than 100 milliseconds measured during peak daily traffic times, calculated on a monthly basis.

F. **Grant Funding Purpose:** The program will be written to propose grant funding for the following:

- Assist household internet access, utilization, and inclusion of the residents.
- Assist ACP application, benefits, and utilization.
- Wi-Fi router and set up in each unit sufficient for approximately every 1000 sq. ft. of family living space.
- Assistance with verification and enrollment in the Affordable Connectivity Program in order to receive the \$30/month discount, this discount would make Volo internet free to the tenant as the basic service monthly price is \$29.95/month.
- Assistance in obtaining a device for each home that is capable of accessing the internet via hard wired connection to the access point and Wi-Fi capable, i.e. Chromebook, laptop, or TV converter device, at a cost of \$10 - \$50 to the ACP qualified household with the \$100 ACP discount.

II. SITE LOCATIONS

| | |
|-------------------------------|--|
| Pinewood Place | 1606 E Colorado, Urbana |
| The Manor at Prairie Crossing | 601,3,5 N Prairieview Rd, Mahomet |
| Washington Square | 108 W Washington, Champaign |
| Steer Place | 1202 E Harding Dr, Urbana |
| Columbia Place | 501-3 E Columbia, Champaign |
| Hayes Home | 401 E High St, Urbana |
| Douglas Square | 414 Nathaniel Birch Dr, Champaign |
| Oakwood Trace | 1101 Red Oak Ct, Champaign |
| Maple Grove | 302,306 E Park St, Champaign |
| Crystal View | 102 E Stebbins Dr, Urbana |
| Highland Green | 102 E Stebbins Dr, Urbana |
| Haven Flats | North Prospect and Newton Dr., Champaign |
| Haven Court | North Prospect and Newton Dr., Champaign |
| Providence at Sycamore | 1301 N McKinley, Champaign |
| Providence at Thornberry | 3800 Colleen, Champaign |

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| Youman Place | 308 N Maplewood Dr, Rantoul |
| Hamilton on the Park | 1201 N Brookstone Ct, Urbana |

III. PROJECT BUDGET

| STATE OF ILLINOIS | UNIFORM GRANT BUDGET TEMPLATE | | | Commerce & Economic Opportunity | |
|--|-------------------------------|-------------------|-----------|---------------------------------|--------------------------|
| Organization Name: | Gargoyle Technologies Inc | DUNS# | 135987084 | NOFO # | Connect Illinois Round 3 |
| CSFA Number: | | CSFA Description: | Broadband | Fiscal Year: | 2022 |
| A3 | | | | Grant # | |
| SECTION A -- STATE OF ILLINOIS FUNDS | | | | | |
| Revenues | | | | TOTAL REVENUE | |
| (a). State of Illinois Grant Amount Requested | | | | \$698,925.00 | |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | |
| Budget Expenditure Categories | | | | TOTAL EXPENDITURES | |
| 1. Wi-Fi 6E Wireless Access Points, 1 per 1,000 sq. ft. living space | | | | \$438,000.00 | |
| 2. Individual ACP Enrollment Assistance | | | | \$69,300.00 | |
| 4. Installation and Configuration of Wireless Access Point & Digital Inclusion Activities/Training | | | | \$191,625.00 | |
| 13. Total Costs State Grant Funds | | | | \$698,925.00 | |

Connect Illinois Funding: \$349,462.50
Volo Contribution: \$174,731.25
Champaign County Contribution: Up to the lesser of 25% of the total project cost or \$174,731.25