

**AGREEMENT AMENDMENT No. 1 BETWEEN THE COUNTY OF CHAMPAIGN  
AND GARGOYLE TECHNOLOGIES, INC. FOR CHAMPAIGN COUNTY  
BROADBAND INFRASTRUCTURE EXPANSION PROJECT ASSISTANCE**

**THIS AGREEMENT AMENDMENT No. 1** is made and entered by and among the County of Champaign (“County”) with an address of 1776 E. Washington Street, Urbana, IL 61802, and Gargoyle Technologies, Inc. DBA Volo Interest + Tech (“Volo”) with an address of 3310 North Cunningham Avenue, Urbana, IL 61802 (herein after collectively referred to as “the Parties”), effective as of November 15, 2024.

WHEREAS, the Parties entered into an Agreement as of November 28, 2023, (“Agreement”), which is attached to this Agreement Amendment as Appendix A;

WHEREAS, the Parties’ Agreement included project details for delivering broadband infrastructure in a specified geographic area of Champaign County;

WHEREAS, Volo wishes to amend the following sections of the Agreement in order to reflect the award of state funds, and corresponding terms and spending timeline:

1. **Agreement Section 1.c: “Grant” Condition Precedent:** Volo has applied for and has received a State of Illinois Connect Illinois Round 3 Grant award under in DCEO Project #24-414018 in the amount of \$7,092,739.00, in accordance with Illinois Grant Accountability and Transparency Notice of State Award 2681-48280, with revised Project budget included in Attachment 2; copy of DCEO Project approval, included as Attachment 3, which is governed by Grant Agreement No. 21-431018, which has been provided to the County (“the Connect IL Round 3 Grant”), which provides partial funding for the first phase of the Project. In support of the Connect IL Round 3 Grant, the County shall provide Volo with ARPA Funds in the amount of \$4.7 million (\$1.2 million from ARPA Tranche One and \$3.5 million from ARPA Tranche Two). ARPA Funds will not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute.
2. **Agreement Section 1.d: If “Grant” Condition not Met:** The Grant has been approved for Volo.
3. **Agreement Section 1.e: Payment for Work:** The County will transfer ARPA funds to Volo in support of the Project and the Connect IL Round 3 Grant, available beginning in County fiscal year 2024, according to the projected budget in Attachment 1, which reflects the payment terms of Grant Agreement No 21-431018 (specifically Article II section 2.3 of that Agreement). Payments shall be made in installments based upon receipt of invoices, reporting, and supporting documentation submitted to the County as defined in this Agreement.
4. **Agreement Section 1.f: Affordable Service:** Volo will make available a variety of speed plans at varying prices, including at least one low-cost option for families in need. The low-cost option will provide service up to 1 Gbps at a minimum

commercially reasonable rate, currently determined to be no more than \$75 per month, for low-income residential customers, determined by income that would qualify or would have qualified for the Federal Communications Commission's Affordable Connectivity Program (ACP), based on Volo's determination or a third-party verification system that Volo may have access to. Volo will participate in the ACP or any other similar broad-based affordability program that is offered to Internet Service Providers, to the extent that it is commercially feasible to do so, and will allocate those savings to low-income customers. Volo will notify the County of any increases in cost to low-income families no less than 60 days prior to when those increases would go into effect.

5. **Agreement Section 1.g: ARPA Funding:** The transfer of funds provided to Volo shall be made in monthly installments as needed, based on invoices and other documentation for related broadband deployment activities. In order for funds to be released, Volo must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, a detailed cost projection, and Reporting Form for remaining installments prior to release of funds. Documentation of funding from the final installment and final Reporting Form shall be submitted after transfer of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to Volo.
6. **Agreement Section 2.b.i. Term and Timely Performance 2.:** The County hereby obligates the aforementioned ARPA Funds under this Agreement as of the date of Amendment 1 of this Agreement. Volo must expend ARPA Funds obligated under this Agreement and submit all reimbursement requests to the County by September 30, 2026.
7. **Agreement Section 3.a.:** Volo has received the State of Illinois Connect Illinois Round 3 grant funding, as detailed in the Amended Section 1.B. notated in this Amendment. The County shall provide Volo with ARPA Funds in the amount of \$4.7 million (\$1.2 million from ARPA Tranche One and \$3.5 million from ARPA Tranche Two) pending project documentation and reporting.
8. **Attachment 1: Section 1.B.c.** To serve an estimated 2,086 grant-eligible, unserved and underserved households and premises in its designated service area, adjusted and updated as required by federal and/or state broadband grant providers. The number of served households and premises will start with 350 as established by Phase I of the following table using the County ARPA Funds and the \$7,092,739.00 of state funding in DCEO Project #24-414018. Volo will continue to pursue additional funding sources for Phase 2 of the Project and will work with the County on such additional phases with the goal of full implementation of the Project through Connect Illinois Round 4 or such other rounds and sources of funding as may become available.
9. **Addition of Attachment 2.** Included after signatures to this amendment.

WHEREAS, the County agrees to Volo's proposed changes to the Agreement;

NOW, THEREFORE, the Parties further agree as follows:

The Agreement between the Parties is hereby amended by incorporating the changes above.

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**



Steve Summers, County Executive



Peter Folk, President

**ATTACHMENT 2**

		Prior Incurred Costs	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 (12-Month)
	Approved Budget amount	<i>(enter timeframe)</i>	<i>1/2024</i>	<i>2/2024</i>	<i>3/2024</i>	<i>4/2024</i>	<i>5/2024</i>	<i>6/2024</i>	<i>7/2024</i>	<i>8/2024</i>	<i>9/2024</i>	<i>10/2024</i>	<i>11/2024</i>	<i>12/2024</i>	TOTAL
Advance								\$1,175,000	-\$72,358	-\$213,974	-\$229,673	-\$229,673	-\$229,673	-\$137,044	\$62,607
Design/Engineering	\$679,938		\$2,692	\$630	\$1,653	\$946	\$2,727	\$2,581	\$99,413	\$99,413	\$99,413	\$99,413	\$99,413	\$99,413	\$607,708
Building/Land (real property) Purchase	\$141,350		\$0	\$0	\$0	\$0	\$0	\$0	\$103,333	\$38,017	\$0	\$0	\$0	\$0	\$141,350
Equipment/Material/Labor	\$404,005		\$0	\$0	\$0	\$0	\$0	\$0	\$59,069	\$59,069	\$59,069	\$59,069	\$59,069	\$59,069	\$354,415
Construction Management & Oversight	\$226,646		\$371	\$0	\$0	\$0	\$0	\$328	\$27,615	\$27,615	\$27,615	\$27,615	\$27,615	\$27,615	\$166,388
Construction	\$2,788,387		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$631,781	\$631,781	\$631,781	\$631,781	\$261,264	\$2,788,387
Other Construction Expenses	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$459,674		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,813	\$100,813	\$100,813	\$100,813	\$403,250
<b>Total Costs County Funds</b>	<b>\$4,700,000</b>	<b>\$0</b>	<b>\$3,063</b>	<b>\$630</b>	<b>\$1,653</b>	<b>\$946</b>	<b>\$2,727</b>	<b>\$1,177,909</b>	<b>\$217,073</b>	<b>\$641,921</b>	<b>\$689,018</b>	<b>\$689,018</b>	<b>\$689,018</b>	<b>\$411,131</b>	<b>\$4,524,106</b>
		Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Year 2	Year 2 (12-Month)
		<i>1/2025</i>	<i>2/2025</i>	<i>3/2025</i>	<i>4/2025</i>	<i>5/2025</i>	<i>6/2025</i>	<i>7/2025</i>	<i>8/2025</i>	<i>9/2025</i>	<i>10/2025</i>	<i>11/2025</i>	<i>12/2025</i>	TOTAL	TOTAL
Advance		-\$54,272	-\$6,904	-\$1,432	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$62,607	\$0
Design/Engineering	\$679,938	\$72,230	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,230	\$679,938
Building/Land (real property) Purchase	\$141,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,350
Equipment/Material/Labor	\$404,005	\$49,590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,590	\$404,005
Construction Management & Oversight	\$226,646	\$27,615	\$27,615	\$5,029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,258	\$226,646
Construction	\$2,788,387	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,788,387
Other Construction Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$459,674	\$56,424	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,424	\$459,674
<b>Total Costs County Funds</b>	<b>\$4,700,000</b>	<b>\$151,586</b>	<b>\$20,711</b>	<b>\$3,597</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$238,502</b>	<b>\$4,700,000</b>

**Illinois Grant Accountability and Transparency  
Notice of State Award**

<b>STATE OF ILLINOIS GRANT INFORMATION</b>	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Broadband
State Award ID Number (SAIN)	2681-48280
State Program Description	Grant program for internet service providers to expand their networks.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Matt Schmit Phone: 773-497-3001 Email: Broadband@illinois.gov

<b>GRANTEE INFORMATION</b>	
Grantee / Subrecipient Information	Name: Gargoyle Technologies, Inc. Address: 3310 N. Cunningham Ave., Urbana, Urbana, IL 61802 Phone: 217-367-8656 Email: pfolk-gata@volo.net
Grantee Identification	GATA: 696195    UEI: GCHDWNW5LFW5    FEIN: 731627963
Period of Performance	Start Date: 1/1/2024    End Date: 12/31/2026

<b>FUNDING INFORMATION</b>			
FUND	CSFA	CFDA	AMOUNT
324	420-27-2681		\$7,092,739.00
TOTAL			\$7,092,739.00

*(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.*

# Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: na Base: Period:
Research & Development	Yes : 15% maximum of the total budget may be for Design/Engineering if budgeted
Cost Sharing or Matching Requirements	Yes : As budgeted
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)  Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1  Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement.  Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: <a href="https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html">https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html</a>
Program-Specific Term(s)	<p>Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date. The project specific performance measures will encompass the following standardized performance measures listed below.</p> <ul style="list-style-type: none"> <li>• Did the deliverables listed in the timeline submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?</li> <li>• Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?</li> <li>• At the time of the Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?</li> </ul> <p>The Grantor shall authorize upon request an initial disbursement in the amount of 25% in advance to address the Grantee's immediate cash needs according to their reported and grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.</p> <p>Reimbursement of costs incurred prior to the start of the Award Term provided may be allowed only if specifically provided for in the Project Description (scope of work) as approved by the Grantor in its sole discretion.</p> <p><b>ADDITIONAL REQUIREMENTS INCLUDE:</b>            Prevailing Wage: grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Grantees will be required to report on Prevailing Wage Act compliance on a monthly basis.</p> <p>Employment of Illinois Workers on Public Works Act: whenever there is a period of excessive unemployment in Illinois (as defined by the Act), Grantees shall employ at least 90% Illinois laborers on their project.</p> <p>Environmental Reviews: based on the scope of the project the grantee may be required to complete additional environmental approvals before a grant agreement can be initiated.</p> <p>BEP: the grantee will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.).</p> <p>Illinois Works Job Program: the grantee will be required to comply with the Illinois Works</p>

# Illinois Grant Accountability and Transparency Notice of State Award

Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25).

THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM:

**FINANCIAL REPORTING**

This program is funded by ARPA/CSRF and as such, for subrecipients receiving a grant award only from CSFR funds, only the single audit threshold defined in the federal Uniform Guidance will apply to the grant; any other lower thresholds set in GATA rules will not apply. For any grantee entities below the Single audit threshold, the affected ARPA funds are disregarded for the GAGAS/GAAS audit threshold determination.

**INDIRECT COST RATE**

This grant is funded with Illinois Bond Funds. The statutes authorizing this funding list specific types of direct costs allowable from those respective funds. Only the types of direct costs outlined in those Acts may be covered via those funds. This restricts this allowance of indirect costs for this grant program.

# Illinois Grant Accountability and Transparency Notice of State Award

## SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

### The nature of the additional requirements

**GATA Conditions:**

**05 - Audit**

Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

**Agency Adjustments / Explanation:**

All costs associated with the Award must have accurate and appropriate documentation and are subject to review and comparison against the approved budget forms and related materials to ensure costs are reasonable, necessary and allowable under this Award

### The reason why the additional requirements are being imposed

**GATA Conditions:**

**05 - Audit**

Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

**Agency Adjustments / Explanation:**

Receive training on what is expected for the end of year audit;

### The nature of the action needed to remove the additional requirement, if applicable

**GATA Conditions:**

**05 - Audit**

Implementation of grantee's corrective action plan.

**Agency Adjustments / Explanation:**

None

### The time allowed for completing the actions, if applicable

**GATA Conditions:**

**05 - Audit**

When corrective action is complete.

**Agency Adjustments / Explanation:**

one year

### The method for requesting reconsideration of the additional requirements imposed

**GATA Conditions:**

**05 - Audit**

When corrective action is complete.

**Agency Explanation:**

None

# Illinois Grant Accountability and Transparency Notice of State Award

<b>SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC</b>
<b>The nature of the additional requirements</b> <b>Agency Adjustments / Explanation:</b> na
<b>The reason why the additional requirements are being imposed</b> <b>Agency Adjustments / Explanation:</b>
<b>The nature of the action needed to remove the additional requirement, if applicable</b> <b>Agency Adjustments / Explanation:</b>
<b>The time allowed for completing the actions, if applicable</b> <b>Agency Adjustments / Explanation:</b>
<b>The method for requesting reconsideration of the additional requirements imposed</b> <b>Agency Explanation:</b>

# Illinois Grant Accountability and Transparency Notice of State Award

**SIGNATURE PAGE**

**Circle one:** Accept NOSA / Reject NOSA

\_\_\_\_\_  
Institution / Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title (Chief Financial Officer or equivalent)

\_\_\_\_\_  
Date of Execution

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND  
GARGOYLE TECHNOLOGIES, INC. FOR CHAMPAIGN COUNTY  
BROADBAND INFRASTRUCTURE EXPANSION PROJECT ASSISTANCE**

This Agreement is entered as of November 28, 2023, 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 make necessary investments in broadband infrastructure; and

**WHEREAS**, broadband infrastructure has been shown to be critical for work, education, health care, and civic participation, and a significant disparity in broadband access and equity exists between urban and rural portions of Champaign County; and

**WHEREAS**, Finley Engineering Company, Inc., a broadband consultant on behalf of the County, issued a Request for Information, RFI# 2022-006 (“RFI”), to solicit qualifications and interest from last-mile internet services providers and/or contractors to build, operate, and maintain assets to provide broadband internet service throughout identified areas of the county; and

**WHEREAS**, the geographic areas identified in the RFI currently lack access to a connection that reliably meets or exceeds certain internet speeds, lack affordable access to broadband service, and/or lack reliable broadband connections; and

**WHEREAS**, after a thorough interview and evaluation process, the County selected Volo to build out, operate, and maintain broadband infrastructure and service to a portion of the geographic area identified in the RFI, 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**, Volo has agreed to apply for “Grant” (hereinafter defined in Section 1(d)) funding in order to extend fiber optic broadband internet service to premises in a specified geographic area (“Project”, hereinafter defined in Section 1(a)) and

**WHEREAS**, the geographic areas meet the ARPA definition of unserved and/or underserved, and as such, the County has allocated a portion of its ARPA funds to assist with rural broadband expansion within Champaign County; and

**WHEREAS**, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party.

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, budget, and map provided in Attachment 1 (the “Work”):
  - a. **“Project”:** The broadband infrastructure project (“Project”) will expand, provide, operate, and maintain reliable and affordable high-speed broadband services for households and businesses throughout specified rural areas of Champaign County. Service expansion areas, as identified at the time this agreement is executed, are depicted on the map in Attachment 1. Areas served shall conform to ‘grant-eligible areas’ as identified and included in applicable grant opportunity notices.
  - b. **Project Cost:** The total Project cost associated with the Project is estimated at \$47,249,816.43, with projected budget included in Attachment 1. Project cost includes the Work performed by Volo and its subcontractors, travel, labor hours, materials, equipment, supplies, labor, overhead, profit, filing and recording fees, and all other costs, expenses and reimbursables associated with Volo’s performance of the Work.
  - c. **“Grant” Condition Precedent:** Volo intends to apply for available state or federal grant funding to cover the majority of the total Project cost (“Grant”). Volo commits to make all reasonable efforts to secure grant and other funding in order to complete the Project. If the Grant is approved by March 31, 2024, the County shall provide ARPA Funds in a matching amount to Volo’s contribution to assist the Project, not to exceed *the lesser* of 15% of the Total Project Cost or \$4.7 million (\$1.2 million from ARPA Tranche One and \$3.5 million from ARPA Tranche Two). ARPA Funds may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute.
  - d. **If “Grant” Condition not Met:** If the Grant is not approved by March 31, 2024, Volo and the County agree to negotiate in good faith to develop a revised project plan to utilize Volo and County ARPA funds to bring internet service to rural Champaign County.
  - e. **Payment for Work:** The County will transfer ARPA funds to Volo in support of the Project, available beginning in County fiscal year 2024, according to the projected budget in Attachment 1. Payment shall be made in installments based upon monthly receipt of invoices, reporting and supporting documentation submitted to the County as defined in this Agreement.
  - f. **Affordable Service.** Volo will make available a variety of speed plans at varying prices, including at least one low-cost option for families in need. The Federal Communications Commission’s Affordable Connectivity Program (“ACP”) currently provides for a \$75/month subsidy for qualifying individuals in “high cost” rural areas such as those targeted by this project. Volo will provide service up to 1 Gbps at no more than \$75/month for as long as such subsidies are available, for

those qualifying for the ACP. Volo will provide service up to 1 Gbps at a minimum commercially reasonable rate for families in need, if the ACP is discontinued or no longer provides sufficient subsidy to cover the entire cost of 1 Gbps service.

- g. ARPA Funding:** The transfer of ARPA funds shall be provided to Volo based on invoice(s) and other documentation for related broadband deployment activities. A Risk Assessment Form, copy of invoice and documentation for broadband deployment activities, and Reporting Form shall be submitted by Volo to the County prior to the first payment. Monthly reimbursement requests may be submitted, and 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. The County shall provide the Risk Assessment Form and Reporting Form templates to Volo.

## **2. Roles and Responsibilities of Volo.**

### **a. Implementation and Oversight**

- i. Volo shall incur program costs in accordance with this Agreement and the proposed Project details provided in Attachment 1.
- ii. Volo represents that it now has or will secure all equipment and personnel required to perform the Work under this Agreement. Volo shall assign such personnel as are necessary to carry out timely delivery of the Work pursuant to the requirements of this Agreement. Personnel assigned to perform the Work shall comply with the terms of the Agreement, shall have current licenses and permits as required to perform the Work, and are fully qualified and capable to perform their assigned tasks.
- iii. Volo agrees to reasonably cooperate with meetings conducted by Champaign County Board Members, Staff Members, or Designees, as requested, to review the Project in progress.
- iv. 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.
- v. Volo shall 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).
- vi. Volo shall fulfill the broadband project requirements of the Department of Treasury ARPA Funding which include:
  - 1. Participation in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP) through the lifetime of the 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 through the lifetime of the ACP.
  - 2. Reliably meet or exceed 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.

- vii. Volo shall 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: Unique Entity ID Number (UEI), program details and purpose, program timeline and status, program impact, expenditure information and status, capital expenditure amounts and details, impacted populations, technology types used, total miles of fiber deployed, total number of funded locations served by speed, total number of funded locations served by type, latitude/longitude information that conforms with location information in the FCC's Broadband Serviceable Location Fabric, broadband speed, broadband latency, status of other funding sources, participation in an affordability program to benefit low-income consumers, number of households served, Davis Bacon and Labor Reporting for capital expenditures over \$10 million. Reporting requirements will be reasonable and specified by the County. Reporting requirements are *per se* reasonable if they arise out of federal Uniform Guidance requirements (2 CFR Part 200).
- viii. Volo shall provide to the County, upon reasonable notice, access to and the right to examine such books and records of Volo as related to this project 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.
- ix. 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.
- x. Volo shall 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.
- xi. Volo shall not subcontract, delegate, transfer, or assign its rights and duties under this agreement without the written consent of the County. Any approved subcontractor, delegee, transferee, or assignee will be subject to federal Uniform Guidance requirements for the administration and expenditure of ARPA grants. *See* 2 CFR 200.332.
- xii. Volo shall adhere to the Memorandum of Understanding entered into by and between AMG Illinois ISP, LLC d/b/a Nextlink Internet and Gargoyle Technologies, Inc. d/b/a Volo Internet + Tech, a copy of which is included

in Attachment 1, and incorporated by reference herein.

xiii. Volo is not responsible in any way for the operations of the County.

**b. Project.**

i. Term and Timely Performance:

1. The Parties recognize that ARPA Funds have a limited timeframe in assisting the performance and completion of the Project, according to the United States Department of Treasury Final Rule for ARPA Funds. Volo agrees to perform all ARPA-funded Work as provided for in this Agreement within the required timeline.
2. Volo shall obligate all ARPA Funds under this Agreement for Project costs between March 3, 2021 and December 31, 2024. Volo must expend ARPA Funds obligated under this Agreement and submit all reimbursement requests to the County by June 30, 2026. Any costs that are incurred for obligation after December 31, 2024 are not eligible for County ARPA Funds reimbursement.

ii. Right-of-Way Permits and Easements:

1. In some locations, Volo may be required to seek permission from township road authorities and/or adjacent property owners for construction access. The Illinois Highway Code (Sec. 9-113) requires that contractors wanting to install fiber optic lines, telephone equipment, or other types of utility installations in a road right-of-way receive a permit from the road authority for that roadway. However, in some rural areas of the County, landowners also continue to own to the middle of the road for anything other than road use purposes. In these instances, Volo must also seek an easement from the landowner for the installation.
2. Volo shall ensure that all utility easements, or any other instruments relating to or affecting the title to real estate, entered into between Volo and affected property owners in the Project Area are recorded in the Office of the Champaign County Recorder of Deeds.

**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 not to exceed *the lesser* of 15% of the Total Project Cost or \$4.7 million (\$1.2 million from ARPA Tranche One and \$3.5 million from ARPA Tranche Two). The transfer of ARPA Funds shall be provided to Volo based on invoice(s) and other documentation for related broadband deployment activities. A Risk Assessment Form, copy of invoice and documentation for broadband deployment activities, and Reporting Form shall be submitted by Volo to the County prior to the first payment. Monthly reimbursement requests may be submitted, and 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. The County shall provide the Risk Assessment Form and Reporting Form 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 shall assist Volo in obtaining the permits and easements detailed in this Agreement in order to complete the Work.
  - e. 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 not utilized in accordance with federal regulations and the requirements specified in this Agreement.
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.** Each Party agrees to indemnify and hold harmless the other Party, 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 the indemnifying Party, 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. **Unavoidable Circumstances.** A Party shall not be deemed to be in breach or in violation of this Agreement or Attachment 1 if that Party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including and without limitation acts of God, riots, strikes, fires, storms, public disturbances, or any regulation of any federal, state or local government or any agency thereof.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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**



Steve Summers, County Executive



Peter Folk, President

**GARGOYLE TECHNOLOGIES, INC PROPOSAL FOR CHAMPAIGN COUNTY  
BROADBAND INFRASTRUCTURE EXPANSION PROJECT**

**I. PROJECT DETAILS**

- A. **Gargoyle Technologies, Inc. DBA Volo.net Internet + Tech (“Volo”)** is an Illinois Corporation that provides high-speed internet and voice services throughout Champaign County Illinois to residential, business, K-12, rural Healthcare, and governmental agencies.
- B. **Scope:** Volo proposes to expand true fiber optic broadband internet to every premise and business in *designated* unserved and underserved rural areas within Champaign County. Volo proposes:
- a. To design, develop, and install fiber optic-based service resulting in high-speed internet of gigabit speeds across the fiber served locations using Nokia hardware to power and distribute its fiber network on both access and middle mile.
  - b. A project start date subject to, and adjusted as necessary based on the availability of grant programs and award dates. Operational planning and preparation will be ongoing until grant award date. Upon award, finalized engineered drawings will be utilized for all permitting jurisdictions. Feeding fiber circuits and data center configurations will be ordered within a reasonable timeframe after award. Construction will begin within a reasonable timeframe after award with full deployment of the fiber network proposed for completion within two years after award.
  - c. To serve an estimated 2,086 grant-eligible, unserved and underserved households and premises in its designated service area, adjusted and updated as required by federal and/or state broadband grant providers. The number of served households and premises will be reduced pro rata if no subsequent state or federal award is granted by March 31, 2024. In the event the County does not desire a pro rata reduction, Volo will develop a project plan to serve all households with gigabit fixed wireless connectivity, to be approved by the County.
  - d. To seek grant and/or loan funding through USDA ReConnect Loan and Connect Illinois Grant programs, as appropriate.
  - e. To participate in the Affordable Connectivity Program, or other similar program, designed to provide low- or no-cost high-speed, reliable internet services to qualifying low-income households. Volo also proposes to offer

financial assistance through the ACP to make devices available for qualifying households.

- C. **Affordable Service:** Volo will offer fiber broadband internet service at the following price points:

**Basic - Gigabit Fiber Service:**

Gigabit Service with speeds up to 1,000 Mbps symmetrical speeds

No data caps

Installation: \$0 for standard installation

Monthly Service Cost including Taxes and Fees: \$84.95

**Top Tier - 10 Gigabit Fiber Service:**

10 Gigabit Service with speeds up to 10,000 Mbps symmetrical speeds

No data caps

Installation: \$500 for standard installation

Monthly Service Cost including Taxes and Fees: \$129.95

**ACP Qualified Gigabit Fiber Service:**

Gigabit Service with speeds up to 1,000 Mbps symmetrical speeds

No data caps

Installation: No installation cost for grant-funded installations

Monthly Service Cost including Taxes and Fees: \$75, with ACP discount there will be no out of pocket expense for ACP Verified Households.

- D. **Speed and Latency:** 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.

- E. **Fiber Reserved for County Use.** Volo agrees to work with the County to, when feasible, reserve sufficient capacity within its expansion network for County use in connecting its facilities, operations, and sites.
  
- F. **Community Anchor Institutions.** Volo will install fiber-to-the-curb to every Community Anchor Institution in its designated expansion area, and will connect any Community Anchor Institution that wishes to pay for service for zero installation fee, and will offer Community Anchor Institutions their lowest cost commercial or non-profit service package.

Phase	Premises Est Route		Engineering &				Total		Match %	
	Passed	Mileage	OSP Cost	Contingency	Total Cost	Volo Match	CC Match	Nonstate Match		
Phase 1	350	122.57	\$ 9,706,097	\$ 3,027,353	\$ 13,043,450	\$ 1,231,800	\$ 4,700,000	\$ 5,931,800	\$ 7,111,650	45%
Phase 2	1,736	417.61	\$ 24,148,330	\$ 7,509,837	\$ 31,658,167	\$ 3,468,760	\$ -	\$ 3,468,760	\$ 28,189,407	11%
Total	2,086	540.18	\$ 33,854,427	\$ 10,537,190	\$ 44,701,617	\$ 4,700,560	\$ 4,700,000	\$ 9,400,560	\$ 35,301,057	21%

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by AMG Illinois ISP, LLC d/b/a NextLink Internet, a limited liability company, with headquarters at 95 Parker Oaks Lane, Hudson Oaks, Texas 76087 (“Nextlink”) and Gargoyle Technologies, Inc. d/b/a Volo Internet + Tech, an Illinois corporation with headquarters at 3310 N. Cunningham Avenue, Urbana, IL 61802 (“Volo”), together hereinafter identified as “either Company” or “both Companies”.

Both Companies agree to:

1. Work in cooperation to expand and improve broadband service to areas of Champaign County;
2. To provide information to the Champaign County Board regarding the Companies' efforts in a manner to be agreed later by both parties;
3. Explore grant opportunities, and cooperate in proposal preparation and submission to provide financial support to the Companies' efforts to expand and improve broadband service in Champaign County;
4. Pursue ways to maximize both Companies likelihood of receiving grant funding, and minimize the burdens of grant compliance, including to the extent mutually acceptable by both Companies, submitting joint or “package” grant proposals;
5. Work in collaboration with the Champaign County Board and Champaign County Farm Bureau wherever necessary, to effectively inform, educate, and execute appropriate contracts with Champaign County property owners regarding the expansion and improvement of broadband services in their county;
6. Divide County by serviceable locations and road miles, with the goal of both Companies having a logical, contiguous service area, in accordance with the attached map labeled Addendum A;
7. Develop a mutually acceptable breakdown of grant funding, scopes of work, shared and separate, identifying geographical areas of responsibility and tasks undertaken by each Company;
8. Develop a mutually agreeable plan for covering RDOF and non-RDOF grant-eligible areas that minimizes redundant infrastructure and fairly attributes state and federal funds by region;
9. Agree upon a method by which each Company will share inquiry for new service in the others agreed territory;
10. Share letters of support pertaining to the project, particularly those involving individual parcels in the other Company’s agreed-upon territory;
11. Allow use of respective trademarked logo(s) inside of mutually approved marketing campaigns;
12. Share network designs to ensure both Companies’ networks are compatible and create redundancy to boost reliability;
13. Develop a fair and open pricing and infrastructure sharing model for each Company’s access to backbone strands and/or lambdas and/or VLANs on the other’s network, including potential for mileage-based fiber swaps to accomplish redundancy and reduce costs for uplinks and backbones.
14. Share lay-down space throughout the county to both Companies mutual benefit.
15. Provide the other Company with a Right of First Refusal for any contracts involving backbone deployment, operating the network, and/or providing contracted maintenance to the network.
16. Execute mutually agreeable Non-Disclosure Agreements to allow for sharing of design and



**VOLO INTERNET + TECH**  
3310 N. Cunningham Ave.  
Urbana, IL 61802  
217.367.8656

network technical details.

- 17. Establish a file sharing system to support access to easements, communications, and other documentation that shall provide benefit to both parties, or involve parcels that overlap individual partner territories.
- 18. Keep the other Company apprised of any events or factors that may impact the other's performance or participation in shared or individual projects.

Hereby agreed by both parties on this 12th day of October, 2022.

For AMG:

For Volo:

Signature: 

Signature: 

Printed Name: Claude Aiken

Printed Name: Peter Folk

Title: Chief Strategy Officer

Title: President

Addendum A – PROPOSED Geographical Breakdown Plan

