

**INTERGOVERNMENTAL AGREEMENT PROVIDING
FOR THE CREATION OF THE
URBANA-CHAMPAIGN BIG BROADBAND SYSTEM CONSORTIUM**

THIS AGREEMENT is made and entered by and between the City of Champaign, a municipal corporation, the City of Urbana, a municipal corporation, and the Board of Trustees of the University of Illinois ("University of Illinois"), all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the parties find it to be in the best interest to the City of Champaign, the City of Urbana, and the University of Illinois to develop and operate a coordinated countywide broadband system; and,

WHEREAS, the parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the parties' intention is to seek grants under the American Recovery and Reinvestment Act ("ARRA") for the development and construction of a broadband project to serve "underserved" areas within the Champaign-Urbana community as generally described in the "Urbana-Champaign Big Broadband Proposal" dated July 21, 2009 ("UC2B Proposal"), attached hereto and incorporated by reference herein ("Proposal"); and consistent with the Broadband Technology Opportunities Program Project Categories as set forth in the "Notice of Funds Availability – Fact Sheet – July, 2009", which is attached hereto and the Notice of Funds Availability issued by the Department of Commerce for the for the Broadband Technology Opportunities Program; and

WHEREAS, in order to develop and operate a coordinated broadband system, it is necessary to establish a system consortium; and,

WHEREAS, the mission of such a consortium is to:

1. Build multiple backbone rings identified in the Proposal;
2. Build a Fiber to the Premise (FTTP) infrastructure in the thirty-five (35) "underserved" census block groups identified in the Proposal;
3. Provide fiber and develop options for providing e Internet services to the FTTP customers;
4. Build the lateral fiber connections to schools, fire stations, senior living facilities, community technology centers and other private fiber locations;
5. Activate fiber services to the UC2B partners and investors;
6. Complete the construction of the physical elements of the project by November of 2012;
7. Operate the system developed pursuant to this Agreement for the benefit of the community.

WHEREAS, it is necessary to provide generally for structure, operations and joint funding of the consortium; and,

WHEREAS, the parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a consortium as set forth and as articulated from time to time by the parties; and,

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Urbana-Champaign Big Broadband System Consortium (UC2B), consisting of the members, equipment, personnel, and programs established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the broadband system developed under this Agreement.
- b) "Consortium Coordinator" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities, programs, and employees assigned to the Consortium in order to successfully construct, maintain, and operate the system.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Coordinator.
- d) "Grant Agreements" means those agreements entered into pursuant to the ARRA grants made available under the general terms of the "Notice of Funds Availability – Fact Sheet – July, 2009", attached hereto.
- e) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement. The parties acknowledge that the "Lead Agency" may be different for different parts of the overall undertaking.
- f) "Members" mean the City of Champaign, Illinois; the City of Urbana, Illinois; and the University of Illinois at Urbana-Champaign; and such other members who become signatories to the Agreement.
- g) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- h) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding area wide broadband construction and operation and the concerns of each party, and to perform such other functions as are set forth in this Agreement.
- i) "Program" means the design, construction, and operation of a fiber optic system in the Bradley Avenue Corridor and adjacent areas designed and operated to serve underserved, unserved and vulnerable populations as required by the terms of the ARRA grant.
- j) "System" means a series of fiber optic rings constructed as an open network, and including all fiber connections to the premises constructed, operated by, or controlled by the Consortium, and includes broadband infrastructure, public computer center projects that expand computer center capacity at entities that permit public use of computer assets, and sustainable broadband projects that promote broadband demand.
- k) "Technical Committee" means the body created by this Agreement to provide technical advice and recommendations to the Policy Committee.

SECTION 2. CONSORTIUM CREATED

- a) The parties hereby create the Urbana-Champaign Big Broadband System Consortium, an undertaking to operate a communitywide broadband system. The Consortium is created to construct, develop and operate a coordinated system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its members is to:

- a) Coordinate the construction of the Program and implement connections as required by the Grant Agreements;
- b) Lead development effort for connection to the system;
- c) Establish standards for quality of all connections;
- d) Maintain system records and make such records accessible to all members;
- e) Provide all members access to the system;
- f) Establish and maintain the system, including an operational budget;
- g) Provide system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the system;
- j) Establish operational, administrative, and procedural policy as related to the system operations.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

a) Membership.

- (i) The Policy Committee shall be comprised of two (2) members to be designated by the Chancellor of the University of Illinois and by each of the Chief Administrative Officers of other members. Additionally, the Chair of the Technical Committee shall be an ex officio voting member of the Policy Committee. The designation shall be made in writing and sent to the

Chancellor and the Chief Administrative Officer of the other members. These shall be voting representatives.

(ii) Additionally, there shall be one (1) non-voting representative of the non-governmental sector, and one (1) non-voting representative of small or specialized governmental users. Both of these non-voting representatives shall be appointed by the Chair and approved by the Policy Committee and shall serve for a three-year term.

b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority of Policy Board members or such greater percentage vote specified in this Agreement of all voting members of the Policy Committee in good standing.

c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee members in good standing.

d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless it receives an affirmative vote from the voting representative of each and every member that is in good standing at the time of the vote.

e) Representative's Substitute. A member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.

f) Regularity of Meetings. The Policy Committee shall meet at least monthly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting members' representatives on the Policy Committee.

g) Open Meetings Act. The Policy Committee shall adhere to the requirements of the state's Open Meetings Act.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.

b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the members, said election to occur every two (2) years in June, unless a vacancy sooner occurs, in which case the election shall occur within thirty (30) days after the vacancy.

c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.

d) Budget.

i) The Policy Committee shall, by an affirmative vote of five (5) of the seven (7) voting members:

- 1) annually approve a budget; and
- 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the parties.

ii) The tentative budget for each year shall be submitted by the Lead Agency to the Policy Committee during March of each year.

iii) Unless a new budget is approved by July 1st of any year, the last previously approved budget shall continue from year to year.

iv) The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by vote of the Policy Committee.

e) Funding Formula. The Policy Committee shall annually on or before February 1 of each year, by a unanimous vote, approve the funding formula to determine the parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the parties.

f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.

h) Gifts. The Policy Committee may approve the application for agreements for the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.

i) Lead Agency. The Policy Committee may designate the Lead Agency by at least a two-thirds (2/3) affirmative vote of all voting members, provided that no members shall be designated Lead Agency without its consent, and provided further that, unless the parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.

j) Technical Committee. The Policy Committee shall appoint the Technical Committee. Each voting Policy Committee member, except the ex-officio Technical Committee Chair, may appoint up to two (2) persons to the Technical Committee, one of whom shall be designated as the voting representative of the member. The Policy Committee member may authorize an alternate Technical Committee voting representative to vote when its regular member is absent for the Technical Committee meeting.

k) Role of the Technical Committee.

- i) The Technical Committee shall make recommendations to the Policy Committee concerning:

- 1) Hardware requirements;
 - 2) Software requirements;
 - 3) Networking;
 - 4) Standards;
 - 5) Other aspects of the system as requested by the Policy Committee.
- ii) Recommendations of the Technical Committee shall be by majority vote, though consensus of all voting participants is desirable.
- iii) Prior to the purchase of equipment related to the infrastructure, software or hardware or the adoption of technical standards that has the potential to impact members' operations or the overall operation of the infrastructure, the Technical Committee shall seek input and concurrence from all members prior to recommending the purchase, or recommending a technical standard.

l) Fee Policies. The Policy Committee shall have the authority to set fees for usage of the system by a majority vote of voting members.

SECTION 6. LEAD AGENCY DESIGNATED

The initial Lead Agency for the purposes of applying for, receiving and administering any grant under ARRA shall be the University of Illinois.

The parties agree to meet to determine the Lead Agency for the purposes of administering or performing the operational phases of the grant, and ultimately the Lead Agency for the administrative and continuation of the Consortium activities.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency, including the acquisition of interests in real property as necessary to complete the Project.

- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy and Technical Committee, and bringing policy/technical issues to the committees as appropriate.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. MEMBER RESPONSIBILITIES

Each member shall:

- a) Utilize the system only in accordance with Consortium policies;
- b) Provide two (2) people to serve as active voting representatives on the Policy Committee;
- c) Provide at least one (1) staff person to serve as an active voting representative for the Technical Committee.
- d) Provide information on a regular or as needed basis to the Consortium in order to maintain current information necessary for the Consortium to fulfill its mission;
- e) Pay for Consortium activities in accordance with this Agreement.

SECTION 9. FINANCES

a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the members. Any change in the formula may be made by a unanimous vote of the parties' voting representatives on the Policy Committee. The initial approved cost-sharing formula will be attached as Exhibit A" after approval of the Policy Committee as set forth in this subsection. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the parties.

b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the parties during regular business hours.

c) Invoices. The Lead Agency shall invoice each member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula

d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.

e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.

f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.

g) Fiscal Year. Consortium's fiscal year shall be from July 1 to June 30.

SECTION 10. RIGHT-OF-WAY AND REAL PROPERTY ACCESS; CONSTRUCTION

a) Right-of-Way. Construction and the continued existence of the system network will require access to and a continuing presence on, over and under the public right-of-way and real property of the parties. The parties agree as follows with respect to right-of-way and real property usage:

i) Each party hereby agrees that the Consortium shall have a continuing license to utilize the right-of-way and real property of any of the parties in order to effectuate the purposes of this Agreement.

ii) Any use of the right-of-way shall be subject to all ordinances of general application concerning right-of-way, including right-of-way fees for construction, but not including franchise or rental fees which would otherwise require a continuing annual fee for right-of-way usage.

b) Construction. The Consortium shall either enter into contracts with each party to accomplish construction on right-of-way within the party's jurisdiction or the Lead Agency shall, on behalf of the Consortium, contract directly with a third party to accomplish the construction.

1. All construction shall be subject to all federal and state laws applicable, including all laws applicable to the project as a result of receipt of grant funds under the ARRA.

2. After the construction is completed, the conduits and fiber within the conduits, in addition to the license to utilize the right-of-way and real property for the operation of the system, shall be the property of the Consortium.

SECTION 11. TERMINATION BY PARTIES

a) Withdrawal. A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other parties. Such notice shall be given prior to December 31 of the year before the desired termination date.

b) Failure to Budget. Notwithstanding any provision of this Agreement to the contrary, a member may withdraw by giving prior written notice thirty (30) days in advance to each of the other parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.

c) Default. If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate system services to that member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of system services. If the defaulting party, within the nine (9)-month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, system services to the party shall be reinstated.

SECTION 12. DISSOLUTION

It is the intent of the parties to maintain Consortium as a continuing operation. However, should any of the parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining parties if a minimum of two (2) of the parties elect to continue their participation.

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, all right, title, and interest to Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any member agency may, with approval of the Policy Committee, loan personal property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned

equipment. If the party owning the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other parties.

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved. The Lead Agency shall deliver to the terminating party a list of the equipment in which the terminating party has an interest within twenty (20) days after the effective date of termination.

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of Consortium, unless the parties otherwise agree:

1. Within 30 days after the last of the parties to agree to dissolve or when 2 or 3 parties terminate participation in the Consortium, the parties shall each select a person technically qualified to evaluate the assets of the Consortium and suggest a manner and method of disposition in a written report. Said person shall, within 60 days after the last of the parties to select a representative, suggest the manner and method of disposition of the assets to the parties in their written report. The person selected shall be guided, but not be restricted, by the following principles, unless otherwise required by law:
 - a. The location of the asset, if the location is important to the usefulness of the asset;
 - b. Whether an asset would be useful only when used in conjunction with another asset;
 - c. The impact on any user who is, or may be impacted, by the disposition;
 - d. The replacement value of the asset;
 - e. The population served by the asset;
 - f. Any federal regulations which govern the disposition of the assets.

If the chief administrative officer of any party is not evidenced agreement within 28 days after receipt of the report, by notifying the Chief Administrative Officer of the other parties in writing, the parties shall be deemed to have not agreed on the disposition by this method and proceed to method 2.

2. All assets held in trust by the Lead Agency on behalf of the parties to this Agreement shall be sold at a public sale, and the proceeds, all assets held in trust by the Lead Agency on behalf of the parties of this Agreement will be sold at public sale and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of the Consortium, shall be divided among the parties to this Agreement in equal amounts.

Any one (1) or more of the parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If any one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot. Any persons purchasing assets in the right-of-way of a government unit, including the right-of-way of the parties, shall be required to enter into an agreement with that governmental unit for the use of

the right-of-way, and there shall not be any continuing right to use the righty-of-way of a governmental unit as an inherent aspect of the purchase.

SECTION 16. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

SECTION 17. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

SECTION 18. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

SECTION 19. ADDITIONAL NON-VOTING MEMBERS

The Policy Committee may add new non-voting governmental members to the Policy Committee if such admission to membership would assist the Committee in the conduct of its business.

SECTION 20. EFFECTIVE DATE

This Agreement shall be effective as to each member on the date such member executed the Agreement.

SECTION 21. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 22. APPLICABLE LAWS

On performing the obligations hereunder, the parties shall comply with all applicable federal, state and local laws and the terms of any grant agreement concerning ARRA funds.

SECTION 23. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF CHAMPAIGN

CITY OF URBANA

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

ATTEST: _____
City Clerk

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____
Comptroller

Date: _____

ATTEST: _____
Secretary

Chancellor

Business Office

APPROVED AS TO FORM:

Campus Legal Counsel

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Potential Challenges

The primary challenge for the UC2B Middle Mile project is the impact weather will have on the construction schedule. Year 1 will be a relatively short construction season as contracts will not be awarded until late Q1 or early Q2.

Year 1 Challenges

If there is a wet spring in 2010, Year 1 construction may be delayed. Approximately 37% of the last mile construction is scheduled to be completed in Year 1.

Year 2 Challenges

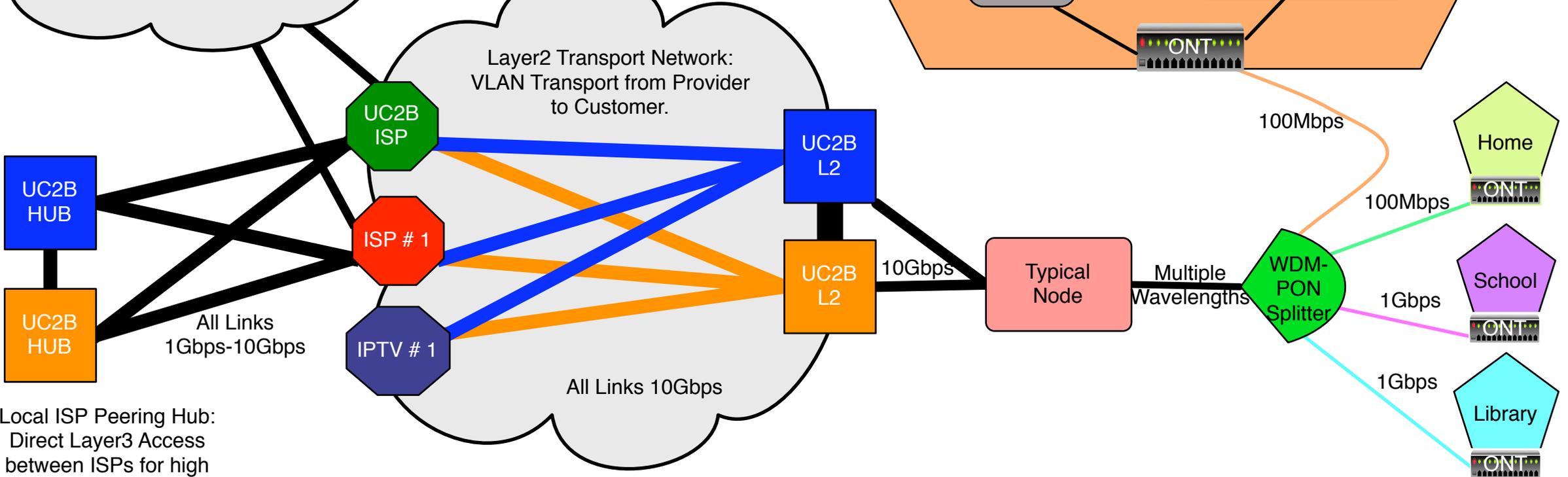
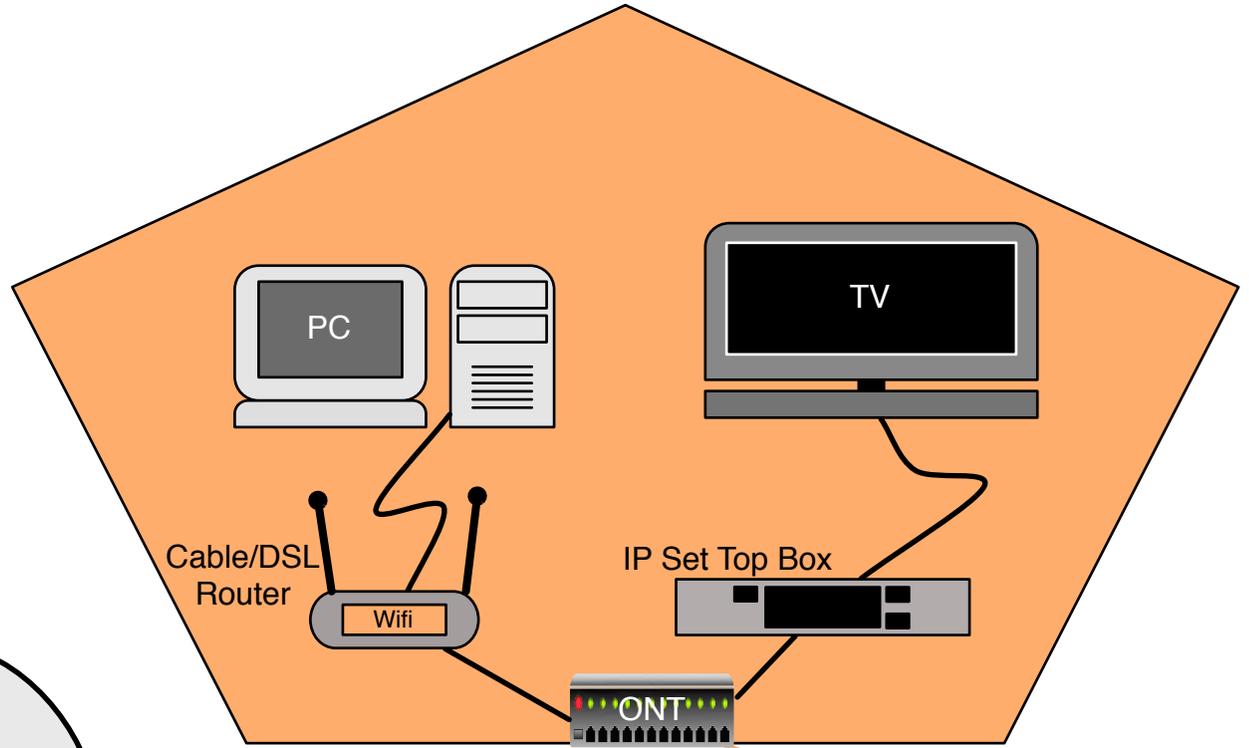
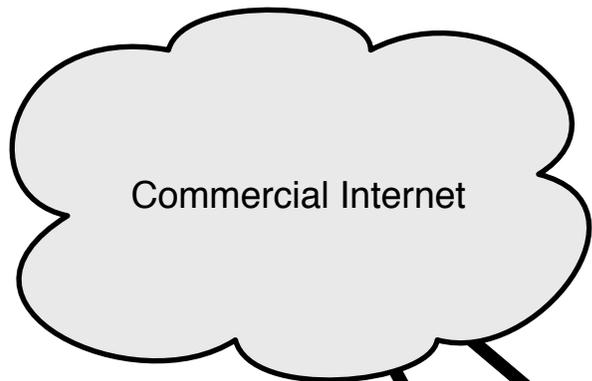
A hard winter with a late thaw in 2011 would again delay the start of Year 2 construction. Approximately 63% of the last mile construction is scheduled for Year 2.

Summary

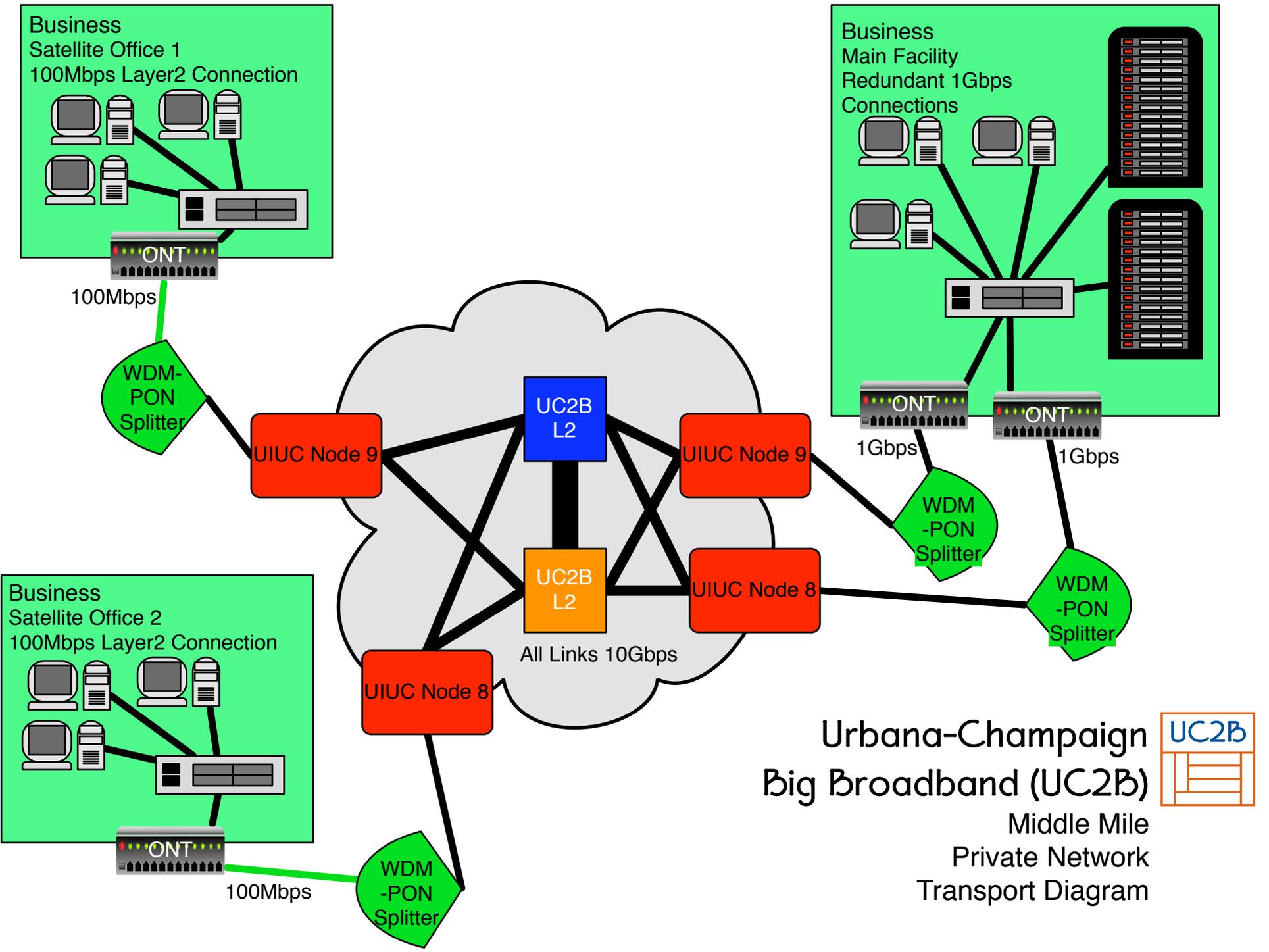
While weather is an unknown risk that we accept, we have planned to complete all construction within two years. We have additional time to complete work covered by this grant in the event that weather precipitates lengthy construction delays.

Urbana-Champaign Big Broadband (UC2B)

Last Mile Fiber-To-The-Premise Network Diagram



Local ISP Peering Hub: Direct Layer3 Access between ISPs for high speed/low latency service to local businesses and institutions.

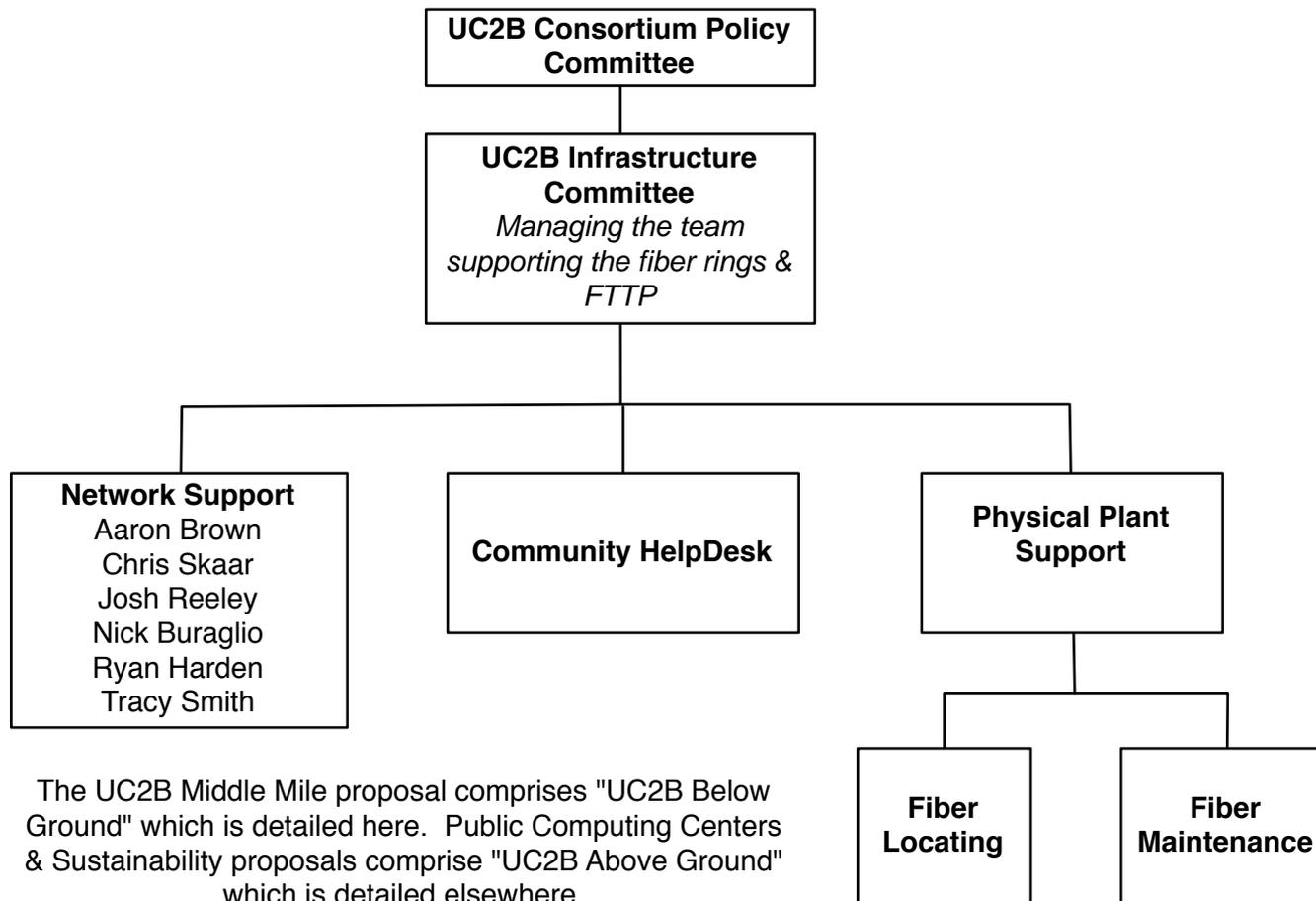


Urbana-Champaign
 Big Broadband (UC2B)
 Middle Mile
 Private Network
 Transport Diagram





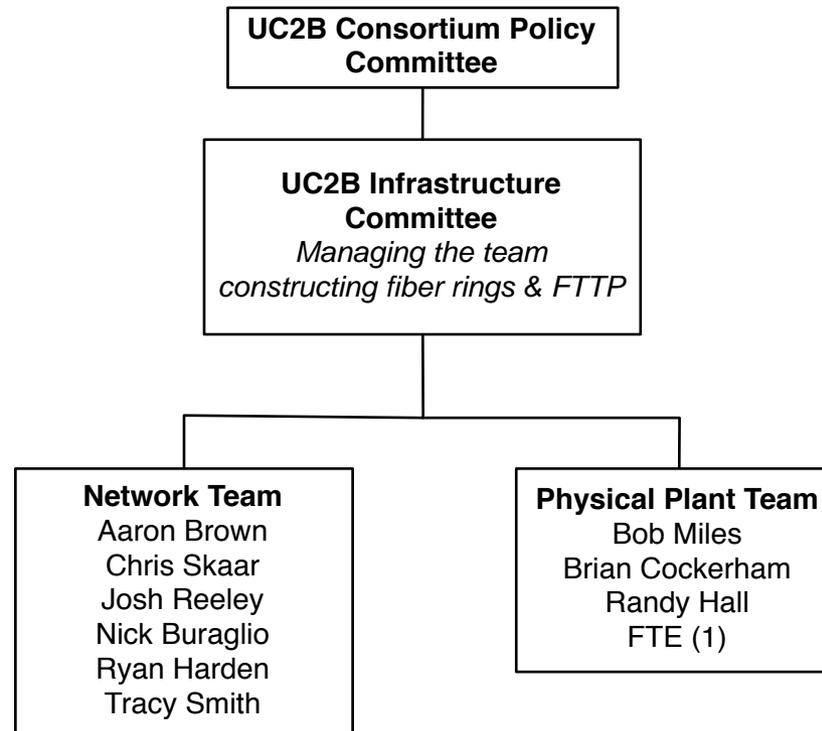
UC2B Backbone & ISP Operations Team Organization Chart



The UC2B Middle Mile proposal comprises "UC2B Below Ground" which is detailed here. Public Computing Centers & Sustainability proposals comprise "UC2B Above Ground" which is detailed elsewhere.



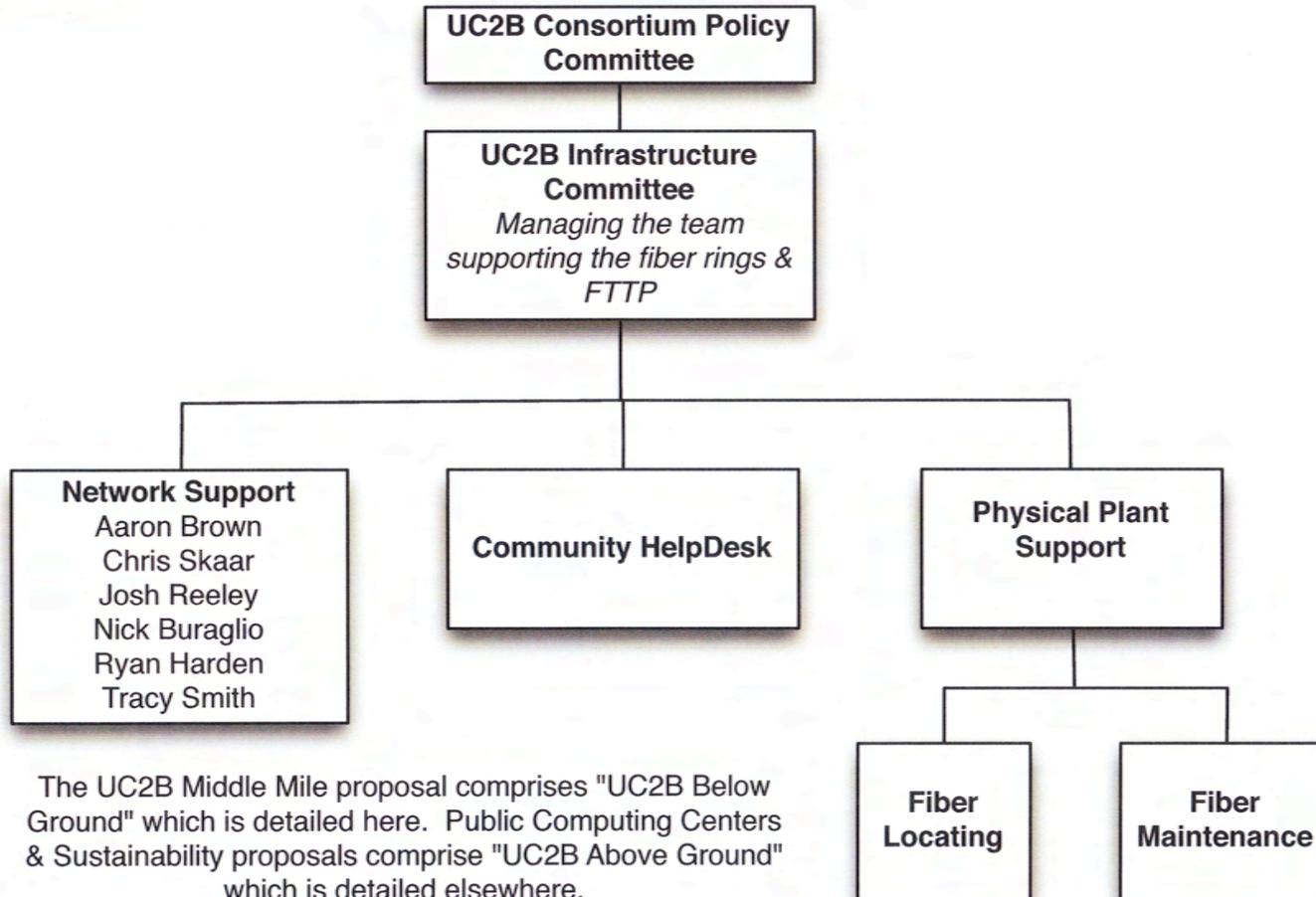
UC2B Grant Implementation & Construction Team Organization Chart



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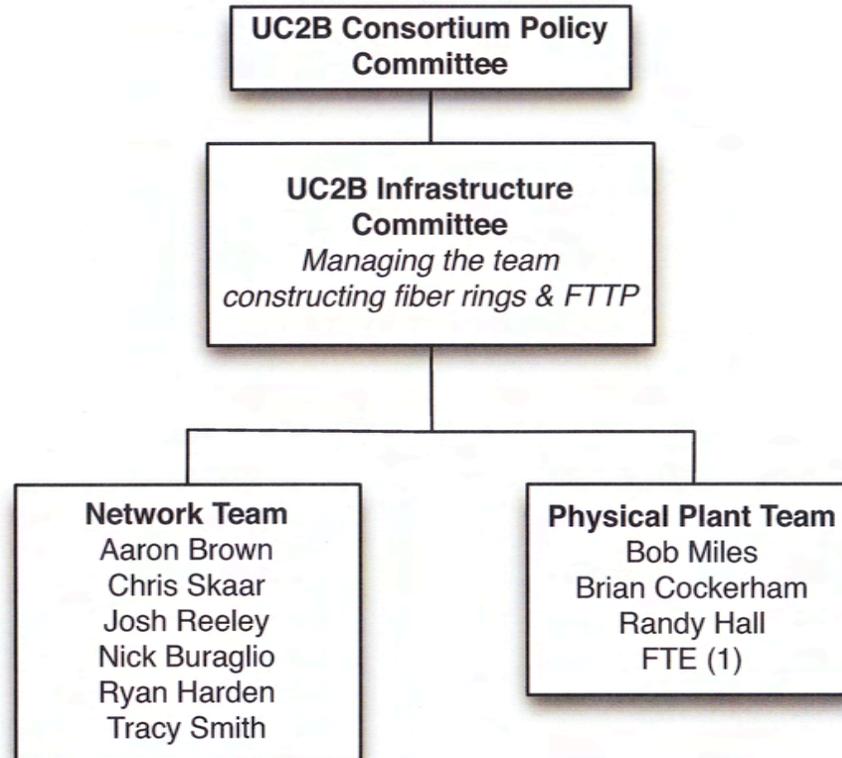
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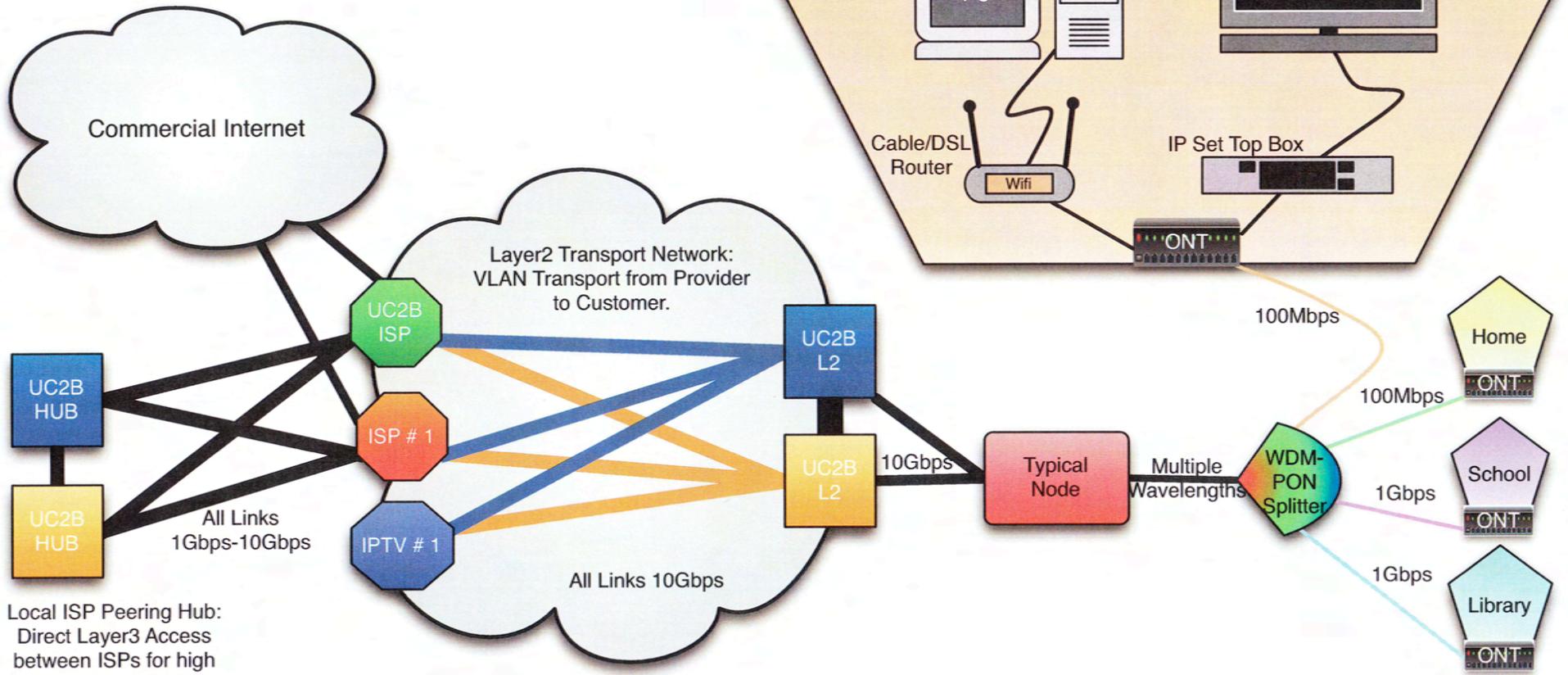
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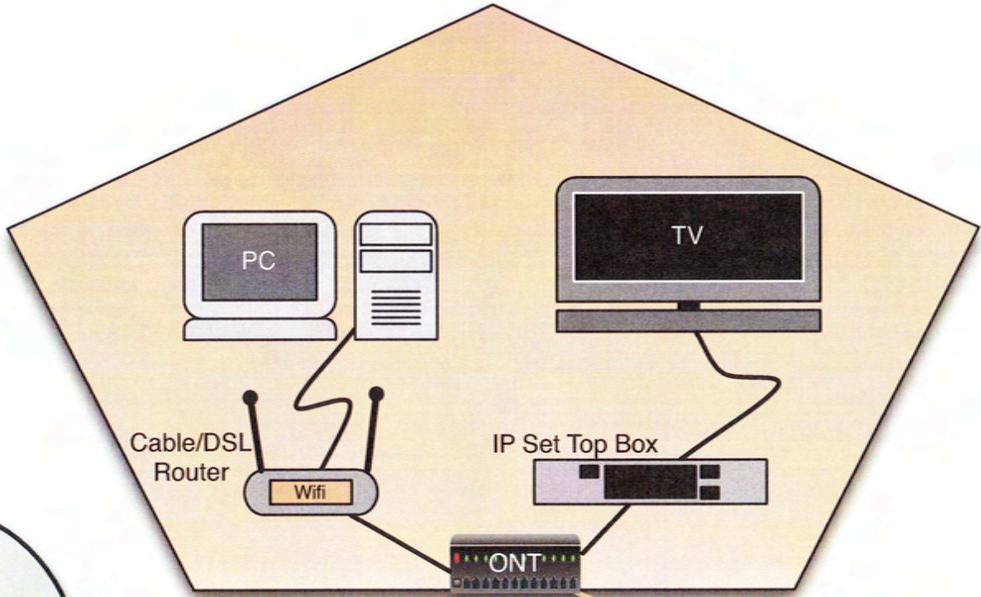
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Urbana-Champaign Big Broadband (UC2B)

Last Mile Fiber-To-The-Premise Network Diagram



Local ISP Peering Hub: Direct Layer3 Access between ISPs for high speed/low latency service to local businesses and institutions.



ATTACHMENT E - PROJECT PLAN (KEY PHASES AND MILESTONES TO DEMONSTRATE DEGREE OF COMPLETION)

- Use the following table to list the major network build-out phases and milestones that can demonstrate that your entire project will be substantially complete by the end of Year 2 and fully complete by the end of Year 3. This is to be done at the aggregate level (combining all proposed funded service areas.)
- Indicate how the milestones listed below will demonstrate these completion objectives. The applicant should consider such project areas as: a) network design; b) securing all relevant licenses and agreements; c) site preparation; d) equipment procurement; e) inside plant deployment; f) outside plant deployment; g) equipment deployment; h) network testing; i) network complete and operational. The applicant may provide any other milestones that it believes showcase progress.
- Project inception (Year 0) starts at the date when the applicant receives notice that the project has been approved for funding.
- In the table, provide any information (e.g., facts, analysis) to: a) demonstrate the reasonableness of these milestones; b) substantiate the ability to reach the milestones by the quarters indicated.
- On a separate sheet, describe the key challenges, if any, to a timely completion of the project, including any applicable mitigation plans.

Time Period	Quarter	List All Relevant Milestones	Support for Reasonableness/Data Points
Year 0	-	•	•
Year 1	Qtr. 1	•	•
	Qtr. 2	•	•
	Qtr. 3	•	•
	Qtr. 4	•	•
Year 2	Qtr. 1	•	•

ATTACHMENT E

	Qtr. 2	•	•
	Qtr. 3	•	•
	Qtr. 4	•	•
Year 3	Qtr. 1	•	•
	Qtr. 2	•	•
	Qtr. 3	•	•
	Qtr. 4	•	•

DETAIL OF PROJECT COSTS

PLEASE COMPLETE THE TABLE BELOW FOR THE DIFFERENT CATEGORIES OF EQUIPMENT THAT WILL BE REQUIRED FOR COMPLETING THE PROJECT. EACH CATEGORY SHOULD BE BROKEN DOWN TO THE APPROPRIATE LEVEL FOR IDENTIFYING UNIT COST

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT						
Switching	Two Layer2 network devices	yes	85,000.00	2	170,000.00	Aggregation point
Routing	Layer3 peering devices	yes	150,000.00	3	450,000.00	for providers
	Layer3 ISP devices	yes	125,000.00	4	500,000.00	CNS Internet access
Transport	Optical transponders	yes	22,000.00	8	176,000.00	backhaul low cost BW
	Optical protect	yes	21,000.00	1	21,000.00	
Access	WDM-PON ONTs with 24 OLTs	yes	1,629,066.00	1	1,629,066.00	assuming 2500 homes
Other	Routing & Switching optics	yes	85,000.00	1	85,000.00	interface support L2/L3
OUTSIDE PLANT						
Cables	Fiber	yes	20,160.00	100 miles	2,016,000.00	complete new build
	Splicing & Prep	yes	9,202.00	100 miles	920,200.00	complete new build
	Pull fiber	yes	6,380.00	100 miles	638,000.00	complete new build
Conduits						
Ducts	Multipule 2"HDPE bored ducts	yes	81,431.00	71 miles	5,781,601.00	complete new build
	Engineering & Permitting	yes	7,202.00	71 miles	511,342.00	complete new build
	Duct cost, Man Holes, Restore	yes	51,801.00	71 miles	3,677,871.00	complete new build
Poles	N/A					
Towers	N/A					
Repeaters	N/A					

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT						
Other	Engineered fiber drops	yes	4,556.00	2500	11,388,822.00	New const.
BUILDINGS						
New Construction						
Pre-Fab Huts						
Improvements & Renovation						
Other						
CUSTOMER PREMISE EQUIPMENT						
Modems	Wireless router	yes	100.00	2500	250,000.00	outreach
Set Top Boxes						
Inside Wiring	in-home network wiring	yes	200.00	2500	500,000.00	outreach
Other						
BILLING SUPPORT AND OPERATIONS SUPPORT SYSTEMS						
Billing Support Systems	Annual billing services	yes	10,000.00	1	10,000.00	
Customer Care Systems	Community Help-desk	yes	20,000.00	1	20,000.00	
Other Support						

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
OPERATING EQUIPMENT						
Vehicles						
Office Equipment/ Furniture	Computer Center furnishing	yes	10,000.00	1	10,000.00	new install
Other						
PROFESSIONAL SERVICES						
Engineering Design	Plant engineering services	yes	625,000.00	1	625,000.00	new install
Project Management						
Consulting	Design consulting services	yes	100,000.00	1	100,000.00	new install
Other						
TESTING						
Network Elements	Network performance monitor	yes	35,970.00	1	35,970.00	Network Ops
IT System Elements	WDM-PON test equipment	yes	150,000.00	1	150,000.00	Network Ops
User Devices						
Test Generators						
Lab Furnishings						
Servers/ Computers	Rack Mountable servers	yes	3,000.00	10	30,000.00	operational gear

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
OTHER UPFRONT COSTS						
Site Preparation	Construction Prep work	yes	500,000.00	1	500,000.00	New Install
Other	Indirect cost recovery	yes	1,004,128.00	1	1,004,128.00	New Service

COPY

Passed: August 3, 2009

RESOLUTION NO. 2009-07-026R

**A RESOLUTION SUPPORTING
THE SUBMITTAL OF GRANT REQUESTS IN PARTNERSHIP
WITH THE CITY OF CHAMPAIGN AND THE UNIVERSITY OF ILLINOIS
FOR THE URBANA-CHAMPAIGN BIG BROADBAND (UC2B) PROJECT**

WHEREAS, the City of Urbana is committed to the expansion of broadband capabilities to the community and has demonstrated this commitment through its support of the projects and programs of the C-U Cable and Telecommunications Commission; and

WHEREAS, the United States government is promoting the expansion of broadband capabilities to certain areas through a local grants program under the American Recovery and Reinvestment Act; and

WHEREAS, the State of Illinois is offering financial support to cover a portion of the American Recovery and Reinvestment Act funded broadband project matching costs; and

WHEREAS, the Urbana-Champaign Big Broadband (UC2B) Project has been formed in a collaborative effort of the City of Urbana, City of Champaign, and the University of Illinois at Urbana-Champaign to prepare a grant application to pursue development of broadband capabilities, including the construction of infrastructure for the larger community, the installation "fiber to the home" capabilities for underserved areas, and associated public education and training efforts; and

WHEREAS, successful participation in this grant program would benefit the City of Urbana and its residents and the larger community by providing for improved Internet access and capabilities and resulting in improvements in the lives of residents and in the overall economic development potential of the area; and

WHEREAS, participation in the Urbana-Champaign Big Broadband project is consistent with the goals and policies of the City of Urbana; and

WHEREAS, the Urbana City Council desires to express its support for the grant application to be submitted by the Urbana Champaign Big Broadband Project.

NOW, THEREFORE BE IT RESOLVED, that we, the members of the City Council of the City of Urbana, do hereby endorse the "Urbana Champaign Big Broadband Project" and will work to ensure compliance with the grant requirements, including the City's equitable share of the local match required by the granting agencies in the form of both financial commitment and in-kind services in an amount up to but not to exceed \$567,000.

BE IT FURTHER RESOLVED that a copy of this resolution, duly adopted, shall be sent to the granting agencies as evidence of City of Urbana support of the grant applications.

PASSED by the City Council this 3rd day of August,
2009 .

Phyllis B. Clark
Phyllis B. Clark, City Clerk
by *Debra J. Roberts*
Debra J. Roberts, Deputy Clerk

APPROVED by the Mayor this 4th day of August,
2009 .

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

COPY

Passed: August 3, 2009

RESOLUTION NO. 2009-08-027R

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF ILLINOIS AND THE CITY OF CHAMPAIGN REGARDING THE BIG BROADBAND CONSORTIUM (UC2B)

WHEREAS, the City of Urbana (hereinafter "the City", an Illinois municipal corporation, has a population of 25,000 and is a home rule unit pursuant to Article VII, §6 of the Constitution of the State of Illinois of 1970 and 65 ILCS 5/1-1-9; and

WHEREAS, Article VII, §10 of the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., allows the City to enter into agreements, with other governmental entities, which provide for mutual cooperation; and

WHEREAS, the City, the Board of Trustees of the University of Illinois, and the City of Champaign, an Illinois municipal corporation, all are committed to the principles of intergovernmental cooperation; and

WHEREAS, , the parties' intention is to seek grants under the American Recovery and Reinvestment Act ("ARRA") for the development and construction of a broadband project to serve "underserved" areas within the Urbana-Champaign community as generally described in the "Urbana-Champaign Big Broadband Proposal" dated July 21, 2009 ("UC2B Proposal"), and consistent with the Broadband Technology Opportunities Program Project Categories as set forth in the "Notice of Funds Availability - Fact Sheet - July, 2009" and the Notice of Funds Availability issued by the Department of Commerce for the for the Broadband Technology Opportunities Program; and

WHEREAS, in order to develop and operate a coordinated broadband system, it is necessary to establish a system consortium; and

WHEREAS, the mission of such a consortium is to:

1. Build multiple backbone rings identified in the Proposal;
2. Build a Fiber to the Premise (FTTP) infrastructure in the thirty-five (35) "underserved" census block groups identified in the Proposal;
3. Provide fiber and develop options for providing e Internet services to the FTTP customers;
4. Build the lateral fiber connections to schools, fire stations, senior living facilities, community technology centers and other private fiber locations;
5. Activate fiber services to the UC2B partners and investors;
6. Complete the construction of the physical elements of the project by November of 2012;
7. Operate the system developed pursuant to intergovernmental agreement for the benefit of the community; and

WHEREAS, the City wishes to commit itself to the cooperative creation of such a consortium.

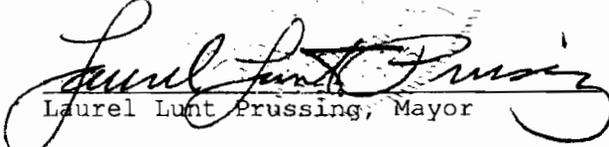
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

That the Mayor is hereby authorized to sign, on behalf of the City of Urbana, the Intergovernmental Agreement Providing for the Creation of the Urbana-Champaign Big Broadband System Consortium (attached hereto and fully incorporated herein). Said Agreement shall be in effect immediately upon execution by all parties.

PASSED by the City Council this 3rd day of August,
2009.


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 4th day of August,
2009.


Laurel Lunt Prussing, Mayor

Certification Requirements for BTOP

**U.S. Department of Commerce
Broadband Technology Opportunities Program**

I certify that I am the duly authorized representative of the applicant organization, and that I have been authorized to submit the attached application on its behalf. A copy of the applicant organization's authorization for me to submit this application as its official representative is on file in the applicant's office, and I am identified as the applicant organization's Authorized Organization Representative (AOR) in the Central Contractor Registration database. By signing this certification, I certify that the statements contained in the application are true, complete, and accurate to the best of my knowledge, and that if an award is made, the applicant organization will comply with all applicable award terms and conditions.

08/19/2009

(Date)



(Authorized Representative's Signature)

Walter K. Knorr

Name:

Comptroller

Title:

44. General Overall Budget: Please fill out the following table.

Budget							
	Loan Request	Grant Request	Equity	Debt	Bonds	Other Funding	Total
Network & Access Equipment (switching,routing, transport, access)	\$0	\$2,368,097	\$0	\$0	\$0	\$0	\$2,368,097
Outside Plant (cables,conduits, ducts, poles,towers, repeaters, etc.)	\$0	\$21,229,754	\$4,393,021	\$0	\$0	\$0	\$25,622,775
Buildings and Land - (new construction, improvements, renovations, lease)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Customer Premise Equipment(modems, set-top boxes, inside wiring, etc.)	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000
Billing and Operational Support Systems (IT systems, software, etc.)	\$0	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Operating Equipment (vehicles, office equipment, other)	\$0	\$0	\$10,000	\$0	\$0	\$0	\$10,000
Professional Services (engineering design, projectmanagement, consulting, etc.)	\$0	\$0	\$725,000	\$0	\$0	\$0	\$725,000
Testing (network elements,IT system elements, user devices, test generators, labfurnishings, servers/computers, etc.)	\$0	\$0	\$190,000	\$0	\$0	\$0	\$190,000
Site Preparation	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Indirect Cost Recovery	\$0	\$0	\$1,004,128	\$0	\$0	\$0	\$1,004,128
Total Broadband System	\$0	\$24,347,851	\$6,852,149	\$0	\$0	\$0	\$31,200,000

DETAIL OF PROJECT COSTS

PLEASE COMPLETE THE TABLE BELOW FOR THE DIFFERENT CATEGORIES OF EQUIPMENT THAT WILL BE REQUIRED FOR COMPLETING THE PROJECT. EACH CATEGORY SHOULD BE BROKEN DOWN TO THE APPROPRIATE LEVEL FOR IDENTIFYING UNIT COST

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT						
Switching						
Routing						
Transport						
Access						
Other						
OUTSIDE PLANT						
Cables						
Conduits						
Ducts						
Poles						
Towers						
Repeaters						

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT						
Other						
BUILDINGS						
New Construction						
Pre-Fab Huts						
Improvements & Renovation						
Other						
CUSTOMER PREMISE EQUIPMENT						
Modems						
Set Top Boxes						
Inside Wiring						
Other						
BILLING SUPPORT AND OPERATIONS SUPPORT SYSTEMS						
Billing Support Systems						
Customer Care Systems						
Other Support						

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
OPERATING EQUIPMENT						
Vehicles						
Office Equipment/ Furniture						
Other						
PROFESSIONAL SERVICES						
Engineering Design						
Project Management						
Consulting						
Other						
TESTING						
Network Elements						
IT System Elements						
User Devices						
Test Generators						
Lab Furnishings						
Servers/ Computers						

DETAIL OF PROJECT COSTS

SERVICE AREA or COMMON NETWORK FACILITIES:		Eligibility (Yes/No)	Unit Cost	No. of Units	Total Cost	Support of Reasonableness
OTHER UPFRONT COSTS						
Site Preparation						
Other						

UNIVERSITY OF ILLINOIS

Urbana-Champaign • Chicago • Springfield

Office of University Counsel
258 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

August 14, 2009

Assistant Secretary
National Telecommunications and
Information Administration
U.S. Department of Commerce
Washington, D.C. 20230

Re: Urbana-Champaign Big Broadband Consortium NTIA BTOP Proposals/Legal Opinion

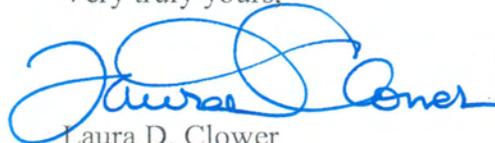
Dear Sir:

The Office of University Counsel acts as legal counsel for the Board of Trustees of the University of Illinois (the "Applicant.") In such capacity, I, as an Associate University Counsel, acted as counsel to the Applicant in connection with its ability to apply to the Broadband Technology Opportunities Program and in the review of the grant agreement, as referenced in the Notice of funds Availability.

The Office of University Counsel is of the opinion that:

- (a) The Applicant is duly organized and existing institution of higher learning constituted under the laws of the State of Illinois.
- (b) The Applicant has legal authority and power: (1) to execute and deliver the grant agreement; and (2) to perform all acts required to be done by it under said agreement.
- (c) No legal proceedings have been instituted or are pending against the Applicant, the outcome of which would adversely affect the Applicant's ability to perform the duties under the grant agreement, and there are no judgments against the Applicant which would adversely affect the Applicant's ability to perform the duties under the grant agreement.

Very truly yours,



Laura D. Clower
Associate University Counsel

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: The Board of Trustees of the University of Illinois 1901 S. First Street, Ste. A Champaign, IL 61820-7406 Congressional District, if known: IL-015	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: NTIA	7. Federal Program Name/Description: Broadband Technology Opportunities Program CFDA Number, if applicable: 11.557	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 24,347,851.00	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Walter K. Knorr</u> Print Name: <u>Walter K. Knorr</u> Title: <u>Comptroller</u> Telephone No.: <u>(217) 333-2187</u> Date: <u>8/13/2009</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.