AGREEMENT BETWEEN
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION
AND
SmartLogic LLC
8 Market Place, Suite 377
Baltimore, MD 21202
legal@smartlogic.io

This Agreement is hereby entered into on 10/1/2024, by **Champaign County Regional Planning Commission (hereinafter referred to as "CCRPC"**, and **SmartLogic LLC (hereinafter referred to as "Contractor")**, hereinafter referred to collectively as "the Parties".

WHEREAS, CCRPC, through its Indoor Climate Research and Training (ICRT) Division, seeks to develop a comprehensive solution for handling and visualizing indoor air quality (IAQ) data from IoT devices;

WHEREAS, Vendor represents itself as having the expertise, experience, and resources necessary to design and develop a system meeting the specific requirements outlined in the RFP issued by CCRPC;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between CCRPC, and SmartLogic as follows:

1. Incorporation of Recitals. The Preamble Recitals of this Agreement are hereby adopted and incorporated as if fully set forth herein.

2. Responsibilities of the Champaign County Regional Planning Commission:

    A. CCRPC is the direct grant recipient for funding made available by Department of Housing and Urban Development (HUD).

    B. CCRPC shall provide its requirements to Contractor via the Scope of Work and Deliverables contemplated by this Agreement (including the specific content requirements for any reports or assessments contemplated herein). CCRPC, shall determine, in its reasonable discretion, whether work incrementally completed by Contractor is satisfactorily complete prior to payment of any monies contemplated under this Agreement or any of said payments becoming due.

    C. CCRPC shall provide a Scope of Work and Deliverables statements which set forth the expectations for the work to be completed under this Agreement by Contractor.

    See Appendix 1 (Scope of Work) and **Appendix 2 (Deliverables)**, attached hereto and incorporated by reference herein. CCRPC may amend and/or supplement the Scope of Work and Deliverables from time to time via an amended SOW and Deliverables appendix upon written agreement of the parties.

FOR SCOPE OF WORK AND DELIVERABLES ITEMS: Contractor shall bill at the hourly rates set forth in Appendix 3 (Hourly Rates), attached hereto and incorporated by reference herein. CCRPC agrees to pay Contractor an amount not to exceed $150,000.00 (One hundred fifty thousand dollars) for work completed (as described in **Appendix 1** and **Appendix 2**) ("NTE") to the extent funds are made available by HUD and invoiced to CCRPC no later than 30 days after close of grant November 30, 2025.

D. Payment Terms. CCRPC will provide Contractor payments upon receipt of an invoice and supporting documentation necessary to support the payment request as specified in the scope of work. Contractor shall submit payment requests on a monthly basis. CCRPC shall pay such amounts due under the applicable invoices within thirty (30) days of receipt of invoice subject to the NTE. The final request for payment reimbursement must be submitted to the CCRPC by the close of business on November 30, 2025 to ensure grant closeout consistent with HUD requirements.

E. CCRPC shall provide to Contractor: access to pertinent information and available data requested by Contractor, any assumptions that are necessary to the work to be performed by Contractor, attendance and participation at scheduled meetings and work sessions.

3. Responsibilities of SmartLogic:

A. Contractor agrees to cooperate with meetings conducted by CCRPC, at CCRPC's expense, via remote means, as requested in writing, to review this Agreement, the Scope of Work, Deliverables, and any progress, reporting, or other requirements thereunder and will bill such time.

B. All disbursements and payments made to SmartLogic under this Agreement remain subject to recovery from HUD and CCRPC if violations of any provisions of the outlined agreement result in HUD seeking recovery of disbursed funds. *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.*

C. SCOPE OF WORK: Contractor agrees to provide services as outlined in **Appendix 1**, to CCRPC's reasonable satisfaction.

D. DELIVERABLES: Contractor agrees to provide deliverables as outlined in **Appendix 2**, to CCRPC's reasonable satisfaction.

E. Contractor agrees if any discrepancies or questions arise during Contractor's performance of the contract, Contractor is responsible for obtaining written clarification from CCRPC before providing the Services or Deliverables at issue. Contractor waives all claims for adjustment arising from Contractor's performance outside what is described in Appendix 1 and Appendix 2, without a written contract amendment.

F.   Contractor will invoice monthly with last invoice submitted to CCRPC no later than 30 days after close of grant dated November 30, 2025.

G.   <u>Warranty.</u> Unless otherwise agreed to in writing by the parties, Vendor warrants that the Services and Deliverables will be performed in a timely, competent, workmanlike and professional manner and will conform to the requirements of the SOW and Deliverables appendices and to applicable industry standards for quality. All warranties, whether express or prescribed by law, shall extend for the longer of 180 days from the performance of Services or the warranty period expressly provided by Contractor. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

H.   <u>Non-discrimination</u>. Contractor will comply with the Equal Opportunity Affirmative Action and Fair Employment Practices regulations of the State of Illinois and federal government. No person shall be excluded from participation in initiatives under this Agreement, be denied the benefits of such initiative, or be subjected to discrimination under any initiative 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.

4.   <u>Documents and Nondisclosure of Proprietary Information</u>. All documents and services provided by the Contractor pursuant to this Agreement are instruments of service with respect to this project. Upon receipt of payment for these services, the Contractor's documents and material developed by the Contractor under this Agreement are the property of CCRPC. CCRPC has the right to re-use these documents on extensions of this project or for other projects, provided that such re-use will be at CCRPC's sole risk and without liability or legal exposure to Contractor. Contractor will consider all information provided by CCRPC and all reports, studies, and other documents resulting from the Contractor's performance of these services to be proprietary unless such information is available from public sources. Contractor will not publish or disclose proprietary information for any purpose other than the performance of the services under this Agreement without the prior written authorization of CCRPC or in response to legal process. Contractor will maintain all originals in Contractor's files for a period of not less than three (3) years from the date Contractor completes these services. In the event of a Freedom Of Information Act (FOIA) request, 5 ILCS 140/1 et seq., Contractor will promptly assist CCRPC, at CCRPC's expense, with searching for and providing records in Contractor's possession related to the request. *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.*

5.   <u>Confidentiality, Cybersecurity</u>

A.   In the course of performing its obligations under this Agreement, SmartLogic may obtain, collect or receive from CCRPC Confidential Information. "Confidential

Information," as used in this Agreement, means all data, documentation, methods, processes, materials and other materials. Confidential Information also includes all information owed by or related to customers or other third parties to whom CCRPC owes a duty of confidentiality. SmartLogic agrees to safeguard and keep confidential the Confidential Information, and to use such Confidential Information only as necessary to design, develop and implement within the guidelines set forth by the Scope of Work as outlined in **Appendix 1**, and Deliverables as outlined in **Appendix 2** as determined solely by CCRPC. SmartLogic shall maintain security measures designed to protect the security and confidentiality of the Confidential Information. SmartLogic will limit the use of, and access to, the Confidential Information to its employees, subcontractors and agents who need to know the Confidential Information in connection with the Project and are subject to terms and conditions no less restrictive than those set forth in this Section.

B. No Access to CCRPC Systems. SmartLogic shall not have access to CCRPC's network and information systems, without a written amendment to this Agreement setting forth additional requirements concerning network access.

6. <u>Representations and Warranties</u>. 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 United States 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.

7. <u>Debarment, Suspension, and Other Responsibility Matters</u>. Each party certifies that neither it nor its principals:

   A. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
   B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this section; and
   D. Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.

8. <u>Assignment</u>. Neither Party will assign or transfer their rights or obligations in this Agreement without the written consent of the other Party, and such consent will not be unreasonably withheld.

9. <u>Insurance</u>. During the term of the contract, Contractor shall provide the following types of insurance in not less than amount specified below.

(1) GENERAL Contractor shall maintain for the duration of the Agreement, at Contractor's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:

Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws.

(2) EVIDENCE OF INSURANCE Contractor agrees that with respect to the above required insurance that:

(a) The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(c) Subcontractors: Contractor shall not subcontract any part of the work under this contract or permit subcontracted work to be further subcontracted without prior written approval of CCRPC. Contractor is fully responsible for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and CCRPC. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power to terminate any subcontract that CCRPC may exercise over the Contractor under the provision of the contract documents. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and CCRPC.

(d) In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance;

(e) Champaign County must be named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802; and,

(f) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County Regional Planning Commission, 1776 East Washington Street, Urbana, IL 61802.

10. <u>Indemnity</u>. Contractor agrees to indemnify and hold harmless CCRPC and the County of Champaign, 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 material breach of this Agreement by Contractor, its respective successors and assigns that occurs in connection with this Agreement, but specifically not including claims resulting from or arising from the negligence of willful misconduct of CCRPC. *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.*

11. <u>Limitation of Liability</u>. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. CONTRACTOR'S CUMULATIVE LIABILITY TO THE CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO CONTRACTOR UNDER THIS AGREEMENT. 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. *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.*

12. <u>Severability</u>. 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.

13. <u>Waiver</u>. 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.

14. <u>Conflicts</u>. 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.

15. <u>Legal and Binding Agreement</u>. 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.

16. <u>Notice</u>. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, with a copy sent to the email address(es) that the Parties have routinely used to communicate

with each other during the term of this Agreement. Provided, however, that any notice of termination must be sent by both email and United States certified mail, postage prepaid, return receipt requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the Parties' representatives.

A. The name and mailing address of CCRPC's representative for purposes of this notice provision, unless and until another person is designated in writing, is:

Paul Francisco
2111 S. Oak St., Suite 106
Champaign, IL 61820
pfrancisco@ccrpc.org

B. The name and mailing address of Contractor for purposes of this notice provision, unless and until another person is designated in writing, is:

Bri LaVorgna
8 Market Place, Suite 377
Baltimore, MD 21202
legal@smartlogic.io

17. Entire Agreement. The Parties acknowledge and agree that this Agreement and Appendixes represents the entire agreement between the Parties. In the event 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.

18. Term of Agreement. The term of this Agreement will be from the date of execution through close of the grant unless it is terminated earlier by either Party pursuant to the provisions of this Agreement. The term of this Agreement may be extended upon the mutual consent of both Parties in writing.

19. Termination.
    A. For Cause. A party that defaults in performance or commits a material breach of this Agreement shall have 10 calendar days to cure the default or breach after receiving written notice from the other party. The non-defaulting party may terminate this Agreement without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.
    B. For Convenience. Each Party may terminate this Agreement for convenience and without any cause or reason by providing at least 15 calendar days' prior written notice to the other Party.
    C. For Non-Appropriation. This Agreement is subject to termination by CCRPC in any year for which HUD or Champaign County fails to make an appropriation of payments to CCRPC under the Agreement.
    D. Effect of Termination. In the event of early termination, Contractor shall stop performance in accordance with the notice of termination and shall submit to

CCRPC a final bill for Deliverables delivered and/or Services performed up to the date of termination. CCRPC is not obligated to pay Contractor for Services until Contractor provides all work that is in progress or completed as of the date of termination. Contractor must comply with CCRPC's reasonable instructions to either destroy or return to CCRPC all information previously furnished to Contractor.

20. <u>Compliance with Law</u>. The Champaign County Regional Planning Commission and SmartLogic shall comply with all applicable provisions of local, state, and federal law relating to the performance of the terms of this Agreement. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party's Agreement shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Champaign County Regional Planning Commission has caused this Agreement to be executed by its Director of Operations, and SmartLogic, has caused this Agreement to be executed by its Chief Operating Officer and/or authorized signatory on the date(s) written below.

Champaign County Regional Planning Commission

By: _____

Tami Ogden, Director of Operations

Date: 10/1/2024

SmartLogic

By: Bri Lavorgna

Bri Lavorgna, Chief Operating Officer

Date: 10/1/2024 | 8:37 AM EDT

APPENDIX 1 – SCOPE OF WORK

Scope of Work during the term of the Agreement:

Data Handling and Database Creation:
- Select and design an appropriate cloud-hosted database to handle time-series data from a range of different IoT and non-IoT devices (IAQ sensors [maximum four sensor types with the ability to extend if resources allow]).
- Ensure the database can aggregate and synchronize data from multiple sensors (3-10 per home, sampling at 1-minute intervals), with potentially asynchronous timestamps.
- Provide support to ICRT during sensor deployment for IoT devices (those that include a web service and those that do not include a web service), and USB/Bluetooth devices.
- Assist ICRT as needed with sensor integrations into the database.
- Provide support to ICRT staff as needed for sensor registration on the database to create monitoring sessions.
- Implement error detection and handling mechanisms to identify and manage sensor errors or anomalies.
- Work with the ICRT team to determine the relevant data processing requirements and select the data to be included in the database based on sensor placement and data quality.

Dashboard Development:
- Create an online portal that allows end-users to access their personalized dashboard. The dashboard development process will involve limited iterations based on community and ICRT feedback.
- Real-time Data Visualization: Develop a user-friendly interface to display real-time IAQ data based on user-informed designs (to be determined).
- Historical Data Access: Enable users to view and download historical IAQ data.
- Alert Notifications: Implement a system that sends immediate notifications to users via SMS messages and/or emails when IAQ level and/or increasing rate limits are exceeded, providing actionable information. ICRT will provide the decision trees for when these alerts should be pushed.
- Recommendations: Develop a feature that offers personalized recommendations to users on maintaining and improving IAQ levels based on their data. The recommendation will involve a decision tree based on IAQ data analysis (algorithms will be developed by ICRT and will need to be integrated into the system). System

Integration and Deployment:
- Ensure seamless integration of the database, data processing pipelines, and the user dashboard.
- Provide a scalable and secure solution that can handle increasing data volumes to/from the database and dashboard.
- Collaborate with the ICRT team to define the appropriate infrastructure and hosting environment for the system. Maintenance and Support:
- Offer ongoing maintenance and support services through the end of the term of the Agreement, to ensure the system remains stable, secure, and up to date.
- Provide timely responses to any technical issues or bugs reported by end-users or the ICRT team.

- Work with ICRT to implement feature enhancements and improvements based on user feedback.

APPENDIX 2 – DELIVERABLES

Deliverables during the term of the Agreement:

• Contractor will be responsible for developing the cloud platform and supporting ICRT in the integration of selected sensors. The cloud platform is required to support the following 3 **user profiles**:

    o Healthy Home Evaluator [HHE]: person who deploys sensors and creates a monitoring session for a homeowner. The monitoring session includes selecting and configuring IAQ metrics from connected sensors. The monitoring session also includes selecting and configuring alerts from IAQ metrics and selecting homeowner profile to grant access to monitoring session dashboard.

    o Homeowner: person who interacts with a monitoring session.

    o Admin: person who has unlimited access to HHE and homeowner profiles.

• Contractor is also required to support ICRT in the development of the following **Software Tools and Applications**:

    o Local connector (hub): software that connects to a sensor (e.g., Bluetooth, USB), registers it on the cloud platform and uploads sensor data.

    o Remote connector: software that connects a web API, scrapes live sensor data and uploads it to the cloud platform.

    o Deployment application: software tool that guides staff through sensor deployment process and recommends a deployment configuration, setup a deployment (connects registered sensors to a monitoring session, select metrics to use, create alerts and configure thresholds, and grant homeowner access).

• **Develop a Cloud Platform:** Creation of a secure web portal which includes:

    o A Database that stores:

        • A list of connected sensors

        • A list of user profiles

        • A list of monitoring sessions with profiles/metrics/alerts.

        • Time-series data from monitoring sessions

    o A Service Platform that facilitates the registration of new sensors, ensuring they are seamlessly integrated into the database. It should efficiently ingest incoming sensor data from both local and remote connectors, storing the information as required for further analysis. The platform should offer two distinct monitoring session modes: quiet mode and live mode. In quiet mode, alerts are inactive, and the dashboard is either off or minimized. Live mode should activate alerts and provide access to IAQ data on the dashboard. The platform should be designed to create alerts by continuously checking sensor data in real-time for triggering events. When an event is detected, the platform should promptly notify the homeowner via their registered email and/or phone number. The notification should include detailed information about the event, its likely cause, and practical recommendations for abatement, empowering homeowners to take swift and informed action.

    o A User-Friendly Dashboard that offers a seamless experience for creating user profiles. HHE users can log in using their email addresses, while homeowners can set up their profiles with email for login access and receive alert notifications through their phones via

SMS. The dashboard should provide an intuitive interface for admins to manage and monitor the system effectively. Admins should be able to view all connected sensors and their last known values, as well as access and edit the HHE dashboards. HHE users can register their connected sensors with their user profiles and create or modify monitoring sessions for homes. Homeowners will have access to view current and historic metrics presented through charts and graphs, offering a comprehensive overview of their home's performance. They can also receive alerts and recommendations, ensuring they stay informed and proactive in maintaining a healthy home. The dashboard will get updated based on feedback received from all stakeholders.

APPENDIX 3 – HOURLY RATES

Contractor shall bill at the following hourly rates:

Category	Rate
Project Manager (PM)	$190
Product Designer	$200
Staff Engineer (SE), DoE, COO	$250
Developer (Jr/Mid/Sr)	$210
Quality Assurance (QA)	$100